

SMS Service: Disclaimer and Terms and Conditions

- The Short Messaging Service ('SMS') provided to the Applicants is to update the applicants on the current status of the process of their visa application. The information provided by SMS is based on the information provided by the Royal Embassy of Norway in Accra. VFS Global ensures information is made available to the visa applicant promptly and accurately. The visa applicant shall at all times be responsible for providing and maintaining an SMS text compatible mobile phone number, where VFS Global can send text messages regarding the status of the visa application to the visa applicant. The visa applicant is responsible for ensuring connection to a mobile network capable of receiving the SMS Services. If the Applicant's mobile phone is switched off, disconnected for any reasons or is out of coverage for a period of 24 hours or more, the Applicant's mobile network provider may delete any SMS messages to be received by the Applicant.
- The time to deliver the SMS is dependent on several factors such as; the traffic on the mobile network and whether the Applicant's mobile phone is within reach, switched on and cannot be guaranteed by VFS Global. VFS Global is not a mobile network operator and does not guarantee the delivery of SMS text messages.
- The Applicant confirms that VFS Global has been provided with the accurate mobile number for receiving SMS and that the Applicant is the owner or its legitimate user, or that the Applicant has the consent of the owner or legitimate user, of the mobile phone being used for the service. The Applicant acknowledges that using another person's mobile phone, providing an inaccurate mobile phone number, unauthorized use of mobile phone number for receiving the SMS, may entail disclosure of the Applicant's confidential information. The disclosure is at the sole risk of the Applicant.
- The services, once purchased, will be available to the Applicant from the time of application till complete processing of the application or such other period as VFS Global may advise via our website located at www.vfsglobal.com/norway/senegal. VFS Global reserves the right to withdraw this service at any time and without notice.
- The Applicant must not use (or permit any third party to use) the SMS Service to send any message or communication which is Spam, illegal, offensive, abusive, indecent, obscene, menacing or causes annoyance, inconvenience, needless anxiety or infringes the rights of third parties. VFS Global reserves the right to withdraw the SMS service to such Applicant if the Applicant is in breach of this paragraph. VFS Global may also withdraw the services if VFS Global in its sole discretion believes that the SMS service is being used for such purposes.
- For operational reasons VFS Global may vary the technical specification of the services with or without notice. In the event of any change to the service the 'Terms and Conditions' are to be treated as varied accordingly.
- The Applicant acknowledges that the SMS services may, at any time, be adversely affected by problems with the Applicant mobile phone network, events including, without limitation, interference to the network coverage. VFS Global is not responsible or liable to the Applicant for any loss, damage or expenses incurred directly or indirectly by the Applicant as a result of any difficulties experienced by the Applicant's mobile phone service provider. Subject to the constraints described within this paragraph, VFS Global shall carry out the services with reasonable care.
- If the Applicant does not receive SMS relating to these services. The Applicant should inform VFS Global through feedback.nrsn@vfshelpline.com or info.nrsn@vfshelpline.com.

- The SMS service delivers the visa application status based on the information received by VFS Global from the Royal Embassy of Norway in Accra.
- To use the services, The Applicant should refer to the instructions available on the www.vfsglobal.com/norway/senegal. The Applicant agrees to comply with all instructions we may give concerning the services, including any security instructions. VFS Global will be entitled to treat any failure by Applicant to comply with these instructions as a breach of these 'Terms and Conditions', which will entitle VFS Global to deny the Applicant access to the services.
- The Applicant is responsible for paying charges for the message origination. Charges once paid for the SMS service will not be refunded under any circumstances.
- The Applicant shall at its sole risk be responsible for taking all reasonable steps to prevent unauthorised persons gaining access to the services.
- While VFS Global takes every precaution transmission of information to transmit information. VFS Global shall not be responsible or liable for any unforeseen events and circumstances beyond the reasonable control of VFS Global.
- VFS Global may at its sole discretion temporarily suspend the provision of the services if such provision could materially affect the quality of any telecommunications service, including the services, provided by VFS Global.
- VFS Global specifically excludes all liability of any kind (including negligence) in respect of any third party information or other material made available on, or which can be accessed using SMS text services.
- This 'Terms and Conditions' is governed by the laws of Senegal and both parties submit to the exclusive jurisdiction of the courts in Dakar.

SMS Service: Data Protection Notice

- **Collection of data**

The privacy and protection of personal data is very important to VFS Global, including all its other brands and affiliates. VFS Global complies with any mandatory data protection legislation when collecting and processing personal data. Your information is held by us in the computer server(s) located in London and India. It will also be accessed and held by our affiliates currently based in India. Any transfers of your personal data to foreign locations are made in accordance with the Data Protection Act.

- **Disclosure to third parties**

In accordance with all mandatory data protection legislation your data may be disclosed to third parties processing data on behalf of VFS Global. In this context your data may also be transferred abroad. Your data may be disclosed within VFS Global to other than the collecting entity. Data may be used by these other VFS Global entities to the same extent as the collecting VFS Global entity is entitled to use it. Your data is treated as confidential and will not be disclosed to third parties, save for the purpose of VFS Global fulfilling its contractual obligations vis-à-vis you, or if required under mandatory law, particularly if requested by the competent authorities or for the purpose of enforcing VFS Global ' rights.

- **Use of data**

Collected data will be processed in good faith. We do not intend to use your information for any other purpose, except that if you have given consent, we may use your information for the purposes of sending you related marketing information (such as airline advertisements), which is normally included by us when we return your passport to you or sent to you by email if you have given us an email address for that purpose. You can always refuse to receive such offers and information for which you may please contact us by email at info.nrsn@vfshelpline.com or call our helpdesk at +221 33 889 16 00.