

## **Disclaimer and Terms and Conditions**

VFS is a service provided by VFS Global Services Pvt. Ltd.

VFS acts as a Logistics Agent with responsibility to receive from an applicant applying for a Danish Short term Visa, the applicant's passport, completed visa form, supporting documentation and the applicable fees. VFS is also responsible for submitting the application to the Embassy of Denmark on behalf of the applicant, collect the passport and supporting documents from the Embassy of Denmark and return the passport back to the applicant by hand delivery/courier to an address noted by the applicant on the visa form.

The Embassy of Denmark reserves the right to ask for further documentation and to refuse the visa application.

Note: There are circumstances where in, the Embassy of Denmark will handover the passport & the supporting documents to the Applicants directly.

VFS is not liable for any delay in processing or rejection of the visa application. Whilst every precaution is taken while handling the passport of Applicants and important documents submitted in support there of, due to unforeseen events and circumstances, the passport and documents may be lost in transit by accident, theft, natural calamities (act of god) or any other reason, VFS will not be liable or responsible in any manner to the Applicant for the same.

The Applicant accepts that the courier acceptance and delivery service is operated by a third-party, and VFS does not assume any responsibility or liability for any deficiency in service on part of the courier company. In case a Passport is lost or damaged in transit, the liability of VFS is restricted to reimbursement of fees charged by the Ministry of External Affairs, Government of India, for replacement of lost / damaged passport through normal application procedure. VFS shall not be responsible or liable for any consequential loss or damage caused to the Applicant due to loss of his/her Passport and supporting documents.

It is expressly understood that when the applicant or representative of the applicant submits the passport, the visa form and the supporting documentation along with the applicable fees, the applicant has understood the terms, conditions and details here in. Application fees & related charges once paid by the applicant are not refundable under any circumstances.

Demand Drafts are subject to realization.

Advertising material may accompany along the passport and supporting documents back to the applicant. If the applicant does not wish to receive any advertising material along with the passport and supporting documents, the applicant must intimate the VFS in advance. Please note that no advertising material sent back with the passport and supporting documents has the endorsement of the Danish Government.

No employee of VFS may change / amend / amplify the conditions mentioned herein.

For all claims, disputes of whatsoever nature, the courts in Mumbai shall alone have jurisdiction.

### **Head Office:**

VFS Global Services (P) Ltd,  
Kamalacharan Building,  
1st Floor, Plot # 179/180,  
Jawahar Nagar, Goregaon (W),  
Mumbai - 400062

## Short Messaging Services Disclaimer and Terms and Conditions

1. The Short Messaging Service ('**SMS**') provided to Visa Applicants is to update on current status to the applicant with regards to Visa Application Process. The information provided by SMS is based on the information provided by the Denmark Embassy in New Delhi .While VFS ensures that 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 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. The Visa Applicant understands that if the Visa 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 Visa Applicant's mobile network provider may delete any SMS messages to be received by The Visa applicant
2. The time to deliver the SMS is dependent on several factors such as upon the traffic on the mobile network and whether The Visa Applicant mobile phone is within reach and switched on and cannot therefore be guaranteed by VFS. VFS is not a mobile network operator and does not guarantee the delivery of SMS text messages.
3. The Visa Applicant confirms that the Visa Applicant has provided the accurate mobile number for receiving SMS and that the Visa Applicant is the owner or its legitimate user, or that the Visa Applicant has the consent of the owner or legitimate user, of the mobile phone using for the Services. The Visa Applicant acknowledges that using another person's mobile phone/providing inaccurate mobile phone number/unauthorized use of mobile phone number for receiving the SMS may entail disclosure of Visa Applicant 's confidential information which disclosure shall be at the sole risk of the Visa Applicant
4. The Services, once purchased, will be available to the Visa Applicant from the time of application till complete processing of the application or such other period as VFS may advise via our website located at <http://dk.vfsglobal.co.in/> VFS reserves the right to withdraw this service at any time and without notice.
5. The Visa 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 or menacing or causes annoyance, inconvenience or needless anxiety or infringes the rights of third parties. VFS reserves the right to withdraw the SMS service to such Visa Applicant if The Visa Applicant is in breach of this paragraph. VFS may also withdraw the Services if VFS in its sole discretion apprehends that the SMS service is being used for such purposes.
6. For operational reasons VFS may vary the technical specification of the Services with or with out notice. In the event of any change to the Service these Terms and Conditions is to be treated as varied accordingly.
7. The Visa Applicant acknowledges that the SMS Services may, at any time, be adversely affected by problems with The Visa Applicant mobile phone network, force majeure events including, without limitation, interference to the network coverage. VFS is not responsible or liable to The Visa Applicant for any loss, damage or expenses incurred directly or indirectly by The Visa Applicant as a result of any difficulties experienced by the Visa Applicant's mobile phone service provider. Subject to the constraints described within this paragraph 7, VFS shall carry out the services with reasonable care and skill
8. If the Visa Applicant does not receive SMS relating to these Services. The Visa Applicant should inform VFS through email or Helpline numbers.
9. The SMS service delivers the Visa Application Status based on the information received by VFS from Denmark Embassy in New Delhi.
10. To use the Services, The Visa Applicant should refer to the instructions available on the <http://dk.vfsglobal.co.in/> website.

The Visa Applicant agrees to comply with all instructions we may give concerning the Services, including any security instructions. We will be entitled to treat any failure by Visa Applicant themselves to comply with these instructions as a breach of these Terms and Conditions, which will entitle us to deny Visa Applicant access to the Services.

11. The Visa Applicant is responsible for paying charges for the message origination. Charges once paid for SMS service will not be refunded under any circumstances.
12. The Visa Applicant shall at its sole risk be responsible for taking all reasonable steps to prevent unauthorized persons gaining access to the Services.
13. While VFS takes every precaution transmission of information to transmit information. VFS shall not be responsible or liable for any unforeseen events and circumstances beyond the reasonable control of VFS.
14. VFS may in 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.
15. VFS 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.
16. This Terms and Conditions are governed by the law of India and both parties submit to the exclusive jurisdiction of the courts in West/South, India.

## **Data Protection Notice**

### **1. Collection of data**

The privacy and protection of personal data is very important to VFS, including all its other brands and affiliates (hereinafter). VFS complies with any mandatory data protection legislation when collecting and processing personal data. Whenever you are in the process of applying for SMS Service through a visa application centre we may collect and store (subject to Embassy guidelines), as the case may be, the following information: Your Full Name, Your Mobile Number & Email id, Your Language Preference of SMS, and the country for which you have applied for a VISA for the purposes of processing your visa application.

### **2. 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. In this context your data may also be transferred abroad. Your data may be disclosed within VFS to other than the collecting entity. Data may be used by these other VFS entities to the same extent as the collecting VFS 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 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's rights.

### **3. Use of data**

Collected data will be processed in good faith and will be used in order to transmit your Visa Application status via SMS & Email. We do not intend to use your information for any other purpose.





