

Vodafone Foundation

Thriving Rangatahi Population Explorer Access & Data Use

Terms and Conditions for Data Tool - User Access & Data Use

1) User Terms

a) Your Agreement with Vodafone Foundation

These Terms are general and apply to the Data Tool service platform we provide to Users designed to provide youth population statistics within Aotearoa.

- i) Our [Privacy Policy](#) is that of Vodafone New Zealand that also forms part of this Agreement. Specific terms will also apply to your particular type of data access and data use. If inconsistent with the general terms, the specific terms will apply instead.
- ii) We can contact you by publishing information in a public notice, online, or by email or TXT, or using any other contact details you provide to us. Please tell us as soon as possible if any of your contact details or other information you've given us changes.
- iii) We can change any of our terms and any of our conditions at any time. We can also withdraw any service, term or condition at any time. We can move your access use to activated or deactivated if we add or withdraw your access. We may notify you in advance depending on the nature of the change:
- iv) If we consider that the change will have a neutral or positive effect on you, we can make the change without giving you notice;
 - (a) we will give you 14 days' notice of the change or, where that is not possible, as much notice as possible;
- v) You must be at least 17 years of age to use the Thriving Rangatahi Population Explorer Data Tool.
- vi) If you have applied for access and are a registered User of the Data Tool, you agree to receive the data tool service application for a duration of use.

2) User Access

- a) The User Access is a database application of approved users that align with variables that form the Conditions of Use of the Vodafone Foundation principles and guidelines of data sovereignty and data access in New Zealand.
- b) The User Access Conditions of Use are:
 - i) Data is only to be utilized to create positive outcomes for all Rangatahi
 - ii) Data is only to be utilized to integrate participation for all Rangatahi
 - iii) Data is only to be utilized to increase opportunities for all Rangatahi
 - iv) Data is only to be utilized to alleviate disadvantage for all Rangatahi
 - v) Data is only to be utilized to enhance outcomes for Aotearoa (New Zealand).
- c) User Access is provided to approved users who align with these Conditions of Use to not violate, deviate, manipulate, misrepresent, misconstrue or misuse the data attained through the Thriving Rangatahi Population Explorer.
- d) User Access is provided to approved users who comply with these Conditions of Use at all times.

3) Service Maintenance

- a) Occasionally changes to certain aspects of the Data Tool will take place from time to time. This could be for any reason considered to be necessary including but not limited to the maintenance and improvement of the Data Tool.
- b) This may result in the Data Tool being temporarily unavailable.
- c) If the changes made to the Data Tool require a change to the terms of this User Access Agreement, you will be provided appropriate notice as soon as possible of those changes and any effect it may have on your terms of use.
- d) Some notice may be provided in advance, and the continued use of the Data Tool post changes will constitute an acceptance of the changes by the user.
- e) The Data Tool depends on various factors beyond our control at times, and sometimes, we can not always be able to guarantee it's perfect working order. In instances where there are maintenance, technical or issues caused by natural disaster or other interruptions, you will be advised by service maintenance email within 1 day of interrupted services to resumed services.

- i) Interruptions can include:
 - (1) Maintenance service to the data tool
 - (2) Update service to the data tool
 - (3) Technical service to the data tool
- ii) The Data Tool may require being suspended from time to time for the reasons mentioned above, and will be only temporarily to ensure the application is running efficiently and accurately at all times for you.

4) Subscription Fees

- a) There is no charge or subscription fee to access the Data Tool at this point of time.

5) Restricted or Cancelled User Access

- a) We may restrict or cancel your User Access at anytime if:
 - i) your use is not in compliance with the Conditions of Use (see 2(b)(i)-(v)).
 - ii) your use is impairing to the health and safety of any person or the safety and security of the Thriving Rangatahi Population Explorer network or Vodafone Foundation.
 - iii) your use is not appropriate to the alignment of variables on application of “User Type” and “User Purpose”.
 - iv) your use is not lawful, ethical or aligned with the *Principles of Maori Data Sovereignty* appropriate standards and the Conditions of Use.
 - v) your information provided to apply for User Access is false, misleading or insufficient in terms of personal identification, vocation, organization, or contact details.

6) Data Tool

- a) The *Thriving Rangatahi Population Explorer Data Tool* is the property of Te Rourou, Vodafone Aotearoa Foundation Tapui Limited (“**Vodafone Foundation**”) that provides this platform Data Tool (platform) with IDI Statistics, social and interactive features and other content that may be developed from time to time.
- b) It’s use is made available to approved users for the purposes stipulated to the request process. It’s ownership is owned by Vodafone Foundation.

- c) Your User Access is granted on the terms of use that:
- i) you agree not to tamper, interfere, or contaminate the computer systems, application or software at anytime;
 - ii) you agree that you do not have any rights, title or interest in the Data Tool, and that Vodafone Foundation are the suppliers and may remove the Data Tool at anytime.
 - iii) you agree you are responsible for keeping in repair or replacing your own hardware, device or tablet to receive the Data Tool application for User Access;
 - iv) you agree that if we need to install updates, services or any other application installations, that we will be able to do so to enable the activity required.

7) Agreement

- a) By applying to register for User Access of the Data Tool platform of tools and services, including functionalities, features and interfaces to the content, you are entering into a binding agreement with the Vodafone Foundation;
- b) The Data Tool and its contents are the property of Vodafone Foundation and licensors. We grant you a limited, non-exclusive, revocable permission to make use of the Data Tool, and limited, non-exclusive, revocable permission to make personal use, non-commercial use; and commercial use of the content (collectively granted "**Access**").
- c) This Access shall remain in effect until and unless terminated by you or the Vodafone Foundation, or the Data Tool's administrators.
- d) You agree that you are using the Data Tool for your own personal, non-commercial or commercial use, and that you will not redistribute or transfer the Data Tool's surface content of the service during the period of granted access.
- e) The software applications and contents of the Data Tool are not sold or transferred to you when you attain access of the Data Tool through registration. The Vodafone Foundation and its licensors retain ownership of all software applications and contents, even upon installation on your personal computers, mobile devices, handsets, tablets, and all other devices ("**Devices**").
- f) All Vodafone Foundation trademarks, brandings, service marks and all other features of the brand are the sole property of the Vodafone Foundation.
- g) This agreement does not grant you any rights to the use of the Vodafone Foundation brandings, logos, trademarks or Vodafone related trademark branding at any time.
- h) You agree to abide by the Conditions of Use (2(b)(i)-(v)) of the agreement, and to not use or access the contents or any part thereof the Data Tool in any manner not expressly permitted

by this agreement.

- i) Vodafone Foundation grants no rights, titles or interests in the Data Tool, its support services and content to you in its access.

8) Rights You Grant Us

In consideration for the rights granted to you in this agreement to terms and conditions, you grant us the right to:

- a) Allow the Data Tool administration to use the processor, bandwidth and storage hardware on your device in order to facilitate the operation of the Data Tool and its services;
- b) To provide advertising and other information to you; and
- c) To allow Vodafone Foundation partners to do the same. In any part of Data Tool and its content that you access, including its selection and placement, may be influenced by commercial considerations, including Vodafone Foundation's agreements with third parties. Some contents licensed by, provided to, created by or otherwise made available by the Vodafone Foundation may contain advertising as part of the content. The service makes such content available to you unmodified.

9) Infringement and Reporting User Use

- a) If the Vodafone Foundation is notified by a copyright holder of material to the Data Tool content, where that content infringes copyright, Vodafone Foundation will remove such content from the service platform of the Data Tool.
- b) If such user or other party believes that the content is not infringing, he or she may in certain circumstances submit a counter-notification to the Vodafone Foundation with a request to restore the removed content, which Vodafone Foundation may or may not, in Vodafone Foundation's sole discretion.
- c) If you believe that any content does not comply with the [Conditions of Use \[Cl. 2\(b\)\(i\)-\(v\)\]](#), please contact us at ThrivingRangatahi@vodafone.com for further information and inquiries.

10) Access Limitations and Modifications

Vodafone Foundation and the Data Tool administration will make reasonable efforts to keep the tool and services operational.

- a) Technical difficulties, maintenance, testing, or updates required from time to time to reflect changes in relevant laws and regulatory requirements, may result in temporary interruptions.

- b) The Data Tool administration reserves the right, periodically at any time, to modify or discontinue, on a temporary or permanent basis, the functions and features of the Data Tool, and the Data Tool administration will serve notice (in advance where it is appropriate), in cases of necessary interruption, modification or discontinuation.
- c) Any existing features or functions in need of repair, maintenance or improvement, or any additions to the tool, will be for the purposes of implementing advancements, increased operability or security of the tool and services, and may include but is not limited to legal and regulatory requirements.

11) Tool Support Community

The Vodafone Foundation explorer community is a place within the Data Tool for discussion and exchange of information, tips and other useful and relevant feedback related to the Data Tool experience.

By using the Vodafone Foundation explorer community, you agree to the tool support community terms including:

- a) Having an active existing Data Tool user login account.
- b) Having registration information that is true, accurate, complete and current at all times during your registration.
- c) The Vodafone Foundation and administration of the Data Tool reserves the right to revoke or amend your username for standards of appropriation where offensive, explicit or derogatory in nature at any time.
- d) It is strictly prohibited to include any information in your profile that suggests you are a Vodafone Foundation employee or moderator, or to otherwise pose as such as an employee or moderator when using the support community.
- e) Information, advice or other material of any kind posted on the support community is not official support provided by Vodafone Foundation. It is a platform for the community users which will be moderated by the Vodafone Foundation for safe use and security measures at all times only.
- f) For support services, submit a support ticket for maintenance issues using the contact form found within the Data Tool.
- g) You are responsible for all content that you post on the community platform. Vodafone Foundation and the Data Tool administration do not control or assume any responsibility for contents within, or contents posted by other users in this section of the platform tool.

- h) Vodafone Foundation and the Data Tool administration reserves the right to moderate the activity of the support community and may remove or edit content for any reason found to compromise safety, community and administrative usage at any time.
- i) Vodafone Foundation and the Data Tool administration may remove or edit any content as appropriate without prior notification to the responsible user at any time.
- j) Use of the community in conflict with any of the terms of agreement may result in the immediate termination or suspension of your account and registration (see the terms of usage and termination section).
- k) Vodafone Foundation will require its users to protect the integrity of the community to ensure that the community remains enjoyable, helpful, supportive and a network for its users at all times..
- l) Reporting of any inappropriate activity or user posts in the community can be made by emailing ThrivingRangatahi@vodafone.com entitled "Report Inappropriate Content" to the subject line.

12) Explorer Data Tool User Support

User support with your account is submitted through a request from the Data Tool platform, that is administered and responded to by the data maintenance systems of the tool.

- a) Users request support through the platform by submitting a ticket through the service platform found in the Help section of the tool application.
- b) The data maintenance administration will use all reasonable endeavours to respond to user support queries within a reasonable timeframe, which may be within business hours and within 4 - 5 working days.
- c) The Vodafone Foundation and the Data Tool cannot guarantee that any timeframes outlined in this section will always be met in determining the nature of the issue of the requested support. All reasonable measures will be taken to provide a response as soon as reasonably possible.

13) Term of Usage and Termination

This agreement will continue to apply until terminated by yourself or the Vodafone Foundation

- a) You understand that the permissions granted within these terms and conditions with regards to user access is revocable and liable to become terminated under this clause for any reason as deemed necessary by the Vodafone Foundation.
- b) Vodafone Foundation may terminate the agreement or suspend your access to the Data Tool any time, including but not limited to situations where your actual or suspected unauthorised

use, non-compliance or misuse of contents is found during monitoring processes by the Vodafone Foundation or the Data Tool administration.

- c) If this agreement is terminated for any reason, or if the Vodafone Foundation suspends your access to the Data Tool, you agree that Vodafone Foundation shall have no liability or responsibility to you.
- d) You may terminate this agreement for the use of the Data Tool at any time.
- e) To terminate your account, please contact the administration of the account at ThrivingRangatahi@vodafone.com.

14) Warranty Disclaimer

As a Data Tool user, you agree that the service is provided as it is and as it is available without express or implied warranty or condition of any kind.

- a) Vodafone Foundation and all owners of the Data Tool and its services make no representation and disclaim any warranties or conditions of satisfactory quality and merchantability.
- b) As a Data Tool user, you agree that your sole and exclusive remedy for any issues or product dissatisfaction is to:
 - i) Uninstall any applications of the Data Tool and software;
 - ii) Stop use of the application Data Tool and its services.
- c) You agree that Vodafone Foundation has no obligation or liability arising from or related to third party applications or the content made available through or in connection with the thriving Data Tool services and the Data Tool product.
- d) In no event will Vodafone Foundation be liable for:
 - i) Any loss or damage (including but not limited to indirect, special, incidental, punitive or exemplary, damages) that is both foreseeable and unforeseeable;
 - ii) Any loss of use;
 - iii) Any loss of data;
 - iv) Any loss of business;
 - v) Any loss of profits; or

- vi) Damage to devices to the extent you could have avoided such damage by following our advice to apply updates to the services or content; or if such damage is caused by you failing to correctly follow installation instruction or have in place the minimum system requirements advised by Data Tool support.

15) Severability, Waiver and Interpretation

Unless as otherwise stated in this agreement, should any proviso of the agreement be held Invalid or unenforceable for any reason or to any extent, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of the agreements, and the application of that provision shall be enforced to the extent permitted by law.

- a) Any failure by the Data Tool administration and its management or any third party beneficiary to enforce the agreements of any provision thereof shall not waive Vodafone Foundation or the applicable party beneficiary's right to do so.
- b) As used in these terms, the words "include" and "Including" and variations thereof, will be deemed to be followed by the words "without limitation".

16) Indemnification

You agree to fully indemnify and hold the Vodafone Foundation, the Data Tool administration and its management harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) arising out of or related to:

- i) (1) breach of these terms and conditions and the reasonable use of the data tool;
- ii) (2) any user content you create or contribute that are contrary to the terms and conditions of this agreement;
- iii) (3) any activity in which you engage on or through the Data Tool; and
- iv) (4) any violation of laws or regulations or rights of a third party attributed to your use of the Data Tool.