

Terms and Conditions

Terms of Use (“Terms”)

These Terms (together with the documents referred to in it) advise the entire terms of use upon which you or your child (“the User”, or “you”) may use Tozi (“Tozi” or the “App”) and upon which Vodafone Ireland Foundation (“we”, “us”) agree to make the App available for use. Please read these Terms carefully before the User starts to use Tozi. You are also responsible for ensuring that all persons who access Tozi through you are aware of these Terms, and that they comply with them.

We encourage all parents and guardians to sit down with their child and explain these Terms.

If you do not agree to these Terms, you must not use the Tozi App.

Purpose of the App

Tozi is an app owned by (or, in the case of the DCU materials, licensed to) the Vodafone Foundation (charity number: 1193984). The App is licensed to us, [Vodafone Ireland Foundation by Vodafone Foundation. The App has been designed in collaboration with Vodafone Ireland Foundation, DCU Anti Bullying Centre and ISPCC to tackle the issue of cyberbullying.

Tozi is a public mobile app which aims to create a kinder, safer and more loving digital world for young people. Tozi empowers and supports young people in their journey to creating a positive online (digital) world for themselves and their communities.

The App is sponsored and supported by Vodafone Foundation, Vodafone Ireland Foundation and Dublin City University Anti-Bullying Centre (DCU). Content is managed and provided by DCU and us. The App also includes a direct link out to [the Childline service provided by the ISPCC]. Once a User links out to the Childline service, The Childline Terms and Privacy policy apply in that service]. That is not controlled by us.

Vodafone Foundation facilitates the provision of the technology and hosting for the App.

Privacy Statement

Our Privacy Statement sets out the basis on which we process any personal data we collect from the User, or that the User provides to us. To use some features of the App consent will be required. The Privacy Statement is available from the menu of the App and at To-Zi.com.

What’s in the App?

Tozi Includes an area called the Cosmos which includes:

- Articles, videos, quizzes, and podcasts with information on how to manage your online life. This is the “Content” in the App and is authored and supplied by DCU Anti-Bullying Centre. [
- Search facility based around categories of topics.

You do not need an account to access the Cosmos area.

The App also includes an area called My Space which includes:

- A feelings tracker where a User can track their feelings day to day.
- A Guided Journal where a User can reflect and answer daily questions around topics like gratitude, goal setting and interests.

- A Thoughts area where a User can write their own thoughts.

You need an account to access the My Space area.

The information inputted by Users in the My Space area (“Private Notes”) of the App is private and accessible by a registered User only.

Account and Password: If you choose, you can set up an account with a user-name and user pin code plus security question. You must treat such information as private and confidential. You must not disclose it to any third party. We have the right to disable any user identification codes or usernames, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at info@to-zi.com.

If you register for an account, you must provide us with accurate, complete and up-to-date information and promptly update such information, as needed, to keep it accurate, complete and up-to-date. If you don’t, we might have to suspend or terminate your account.

Although we do not have access to the Private Notes and therefore cannot delete this information, we (and the others involved in creation of the App) can remotely remove access to the Private Notes if the device containing the App is lost or stolen. This can be activated by emailing info@to-zi.com.

No Reliance on Information

The Content is provided for general information only. It is not intended to amount to advice on which you should rely. You should first speak to your parent, guardian or other trusted adult, and must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the Content.

By using the App, you understand and agree that:

- The Content is non-clinical in nature, provided for informational purposes only, and not intended, designed, or implied to diagnose, prevent, or treat any condition or disease, to ascertain the state of your health, or to be a substitute for professional medical care;
- Tozi is not a licensed medical care provider and does not engage in, and has no expertise in, diagnosing, examining, or treating medical conditions of any kind, or in prescribing treatments or determining the effect of any specific treatment on a medical condition;
- Tozi does not provide emergency services and may not contact you or anyone on your behalf with respect to your medical condition or treatment;
- Tozi is not responsible for the effectiveness or correct use of Content you receive through or is generated by the Services or Products;
- You should always consult a medical doctor if you have any questions regarding a medical condition; and
- Never disregard professional medical advice or delay in seeking it because of something you have read or received in the Content.

Although we make reasonable efforts to update the information in the App, we and Vodafone Foundation make no representations, warranties or guarantees, whether express or implied, that the Content is accurate, complete or up-to-date.

Third-Party Links and Resources in Tozi

Where Tozi contain links to other sites and resources provided by third parties, these links are provided for your information only. We and Vodafone Foundation have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.

Specifically, we include a link directly to [the Childline phone line and chat service. Once Users select this link they will be taken directly to Childline services where from this point forward their usage is governed by the Childline Privacy and Terms of use.]

Changes to Tozi

We may modify the Terms, from time to time with effect for the future for valid reasons, such as to, for example, reflect changes to Tozi or for legal, regulatory or security reasons. If we do so, we'll provide advance notice of such changes. If we make changes to these Terms, such changes will apply on a going-forward basis, and, unless we say otherwise in our notice, the amended Terms will be effective immediately. It's important that you review the Terms whenever we modify them because if you continue to use Tozi after we have notified you of such change or required you to otherwise agree to such changes, you are indicating to us that you agree to be bound by the modified Terms. You have the right to object to any such changes at any time by ceasing your use of the App.

Accessing Tozi

Tozi is available free of charge in the Apple App Store or Google Play Store. We and Vodafone Foundation do not guarantee that Tozi, or any Content, will always be available or be uninterrupted. Access to the Content is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of Tozi without notice. We and Vodafone Foundation will not be liable to you if for any reason Tozi is unavailable at any time or for any period. You are responsible for making all arrangements necessary for you to have access to Tozi.

Termination

We may terminate or suspend your access to and use of the App for good cause. You may terminate your account at any time by sending an email to us at info@to-zi.com. Upon any termination, discontinuation or cancellation of App, all provisions of these Terms which by their nature should survive will survive, including, without limitation, ownership provisions, warranty disclaimers, limitations of liability, and dispute resolution provisions.

Intellectual Property

What is Intellectual Property? Intellectual property (or "IP") refers to the ownership of an idea or design (in this case the Tozi App) or content or marks by the persons or company who came up with the idea.

Who owns Tozi? Vodafone Foundation is the owner (or, in the case of materials owned by DCU, licensee) of the IP rights in Tozi, in the material published in the App and in the code which runs the App – we are licensed by Vodafone Foundation to provide Tozi to Users in Ireland. These works are protected by copyright laws and treaties around the world. Subject to these Terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable licence to access and use the Content solely in connection with the User's personal use of the App solely for their personal and non-commercial purposes. Subject to limited lawful exemptions, any other use of Tozi including the Content, will terminate the licence granted herein and violate IP rights. You acknowledge that we are only entitled to provide Tozi to you for as long as we remain licensees of Vodafone Foundation.

Limitation of Our Liability

Nothing in these Terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law. To the fullest extent permitted by law, we and Vodafone Foundation exclude all conditions, warranties, representations, or other terms which may apply to Tozi or any Content, whether express or implied. We and Vodafone Foundation will not be liable to any party for any loss or damage,

whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with: use of, or inability to use the App, or use of or reliance on any Content displayed in the App.

Applicable Law

These Terms and this App are subject to the laws of Ireland. If there is a dispute between you and Tozi that results in litigation, then you must submit to the jurisdiction of the courts of Ireland.

Contact and Complaints

If you have a problem regarding Tozi, please contact us by emailing info@to-zi.com and we will do our utmost to resolve the matter.

Information about us

Vodafone Foundation, a charitable company limited by guarantee (registered with charity number: 1193984 and company number: 13199169) and whose registered office is at 1 Kingdom Street, Paddington Central, London, United Kingdom, W2 6BY

Vodafone Ireland Foundation, a registered charity, has its registered office at 70 St Stephen's Green, Dublin 2, D02 E2X4

. Company Registration Number: 373039.

DCU Anti Bullying Centre has its registered office in Grace Park Rd, Drumcondra, Dublin 9, D09 N920.

ISPCC a registered charity, has its offices at 107 Lower Baggot Street, Dublin 2, D02 WT25, Company Registration number 15958