

Cedreto Marketing Private Limited (“**Do Your Thng**” or “**DYT**”) welcomes you to use our downloadable mobile application (the “**App**”), use our website <https://www.dyt.onl/> and any additional websites owned and operated by DYT and its Affiliates (each a “**Website**”), as well as all ancillary services provided through the App and the Website, including (but not limited to) the APIs, applications, e-mail notifications, SMS, ads and commerce services (collectively: the “**Ancillary Services**”).

If you wish to be part of DYT’s Ancillary Service of providing the App’s user with information concerning his/her DYT score on the DYT platform (the “**Scoring Service**”), you must agree to be bound by MNFST’s [Terms of Service](#) (the “**Privacy Policy/Terms of use**”). The terms and conditions of this Scoring Service (the “**Scoring Service T&C**”) shall be supplemental to the Privacy Policy/Terms of use. Any term used in the Scoring Service T&C with an initial capital letter which is not expressly defined, shall have the meaning prescribed to it in the Privacy Policy/Terms of use. In the event of a conflict between the Privacy Policy/Terms of use and the Scoring Service T&C, the Privacy Policy/Terms of use shall prevail.

You can, and are encouraged to, view the DYT’s [Privacy Policy](#) and [Cookie Policy](#) here (the “**Privacy Policies**”).

**If you do not agree with any of DYT’s Privacy Policies, do NOT opt-in to any service provided within the Scoring Service.**

## **1. Scoring Service**

1.1 The purpose of the Scoring Service is to provide you with:

- (i) information about your rating in the DYT App (“**User Rating**”); and
- (ii) suggested tools for increasing your User Rating,

that will increase your probability of being elected to participate in Online Advertising Campaigns (“**OACs**”) and be remunerated for your participation in accordance with the Privacy Policy/Terms of use.

1.2 DYT retains the right, at its sole and absolute discretion, to provide the users of the Scoring Service with certain benefits when opting-in to the Scoring Service, however it shall be explicitly acknowledged that deciding not to opt-in to this Scoring Service (or opting-out) shall not have any adverse effect on your User Score.

1.3 The Scoring Service is provided free-of-charge for all users of the App, and on a voluntary basis. If you do not want to use the Scoring Service, you are advised not to connect any of your accounts with DYT’s app.

## **2. Opting-In to the Scoring Service**

2.1 At your discretion, you may direct DYT to retrieve certain information maintained online by identified third parties where you hold an account in or otherwise have a customer relationship with (“**Designated Information**”).

2.2 After hitting the “Connect” button you will be connected directly to the identified third-party website or app (as applicable) (each a “**Designated Website/App**”), and thus allow DYT to submit your username and password to log into each Designated Website/App.

2.3 You hereby authorize and permit DYT to use and store information submitted by you accomplish the foregoing in clause 2.3.

In case you have difficulties in opting-in to the Scoring Service, please contact us using the following e-mail: [support@dyt.onl](mailto:support@dyt.onl)

### **3. OPT-OUT**

3.1 If, at any time, you wish to opt-out of the Scoring Service, please proceed as follows:

- 1) Click on "Profile";
- 2) Go down to 'My Social Networks'
- 3) Choose the Designated Website/App that you wish to disconnect from (the Connected Profile), and press on the cross on the top right hand side; and
- 4) After a pop-up screen appears, click "Yes (the Connected Profile)".

3.2 In case you have difficulties in removing DYT's access to any Designated Website/App, please contact us using the following e-mail: [support@dyt.onl](mailto:support@dyt.onl)

### **4. The Account Information**

4.1 Your Designated Information that will be obtained by DYT includes:

#### *For Facebook*

- Name & Profile picture
- Timeline posts
- Photos
- Videos
- Page likes
- email address

#### *For Twitter*

- Twitter handle
- Name and profile picture
- Tweets
- List of followers and following
- email address
- Engagement on your tweets

#### *For Instagram*

- Instagram user ID;
- Instagram username;

- Number of followers & following
- Profile picture;
- List of all published posts:
  - (i) Post ID,
  - (ii) All post content (image or video),
  - (iii) tappable objects (user mentions, hashtags and the like),
  - (iv) engagement count
  - (v) publishing time.

(collectively: the “**Designated Information**”).

4.2 Unless notified to you in writing, DYT will not retrieve any additional Designated Information other than the information stated in Section 4.1.

## 5. Analysing your data

5.1 The Designated Information will be used by DYT to:

Information	Purpose of collection and analysis
User ID	Attributing the collected data to the actual account
Username	<ol style="list-style-type: none"> <li>1. Naming your account in the App; and</li> <li>2. Connecting your username to your actual User Rating in the App.</li> </ol>
Profile picture	Providing the App with a visual identification, which is required to verify your identity and update your User Rating in the App.
Publishing time	Confirming when was the post published and that it has not been removed
Published content	<ol style="list-style-type: none"> <li>1. Recognising inappropriate content; and</li> <li>2. Ensuring that your post has not changed prior to its posting by you.</li> </ol>
Engagements	Analysing hashtags and mentions, for the purpose of preparing detailed reports to the merchant who initiated the applicable OAC.

5.2 Furthermore, you hereby agree for DYT to:

- (a) use your non-identifiable, aggregated data collected via the Scoring Service in

order to improve and enhance the DYT product; and

- (b) subject to the applicable law, access and store the information collected via the Scoring Service in multiple countries, some of which will be outside the country that you reside in.

## **6. Authorization & Power of Attorney**

6.1 By opting-in and using the Scoring Service, you hereby grant DYT a limited power of attorney (the “**PoA**”), and appoint DYT as your attorney-in-fact, to:

- (a) access any of the Designated Websites/Apps;
- (b) retrieve the Designated Information; and
- (c) use the Designated Information to fulfil the objective of the Scoring Service, as the appointer would have reasonably be expected to do in order to accomplish the same result of increasing his User Rating.

6.2 YOU ACKNOWLEDGE AND AGREE THAT WHEN DYT ACCESSES YOUR DESIGNATED WEBSITE/APP, AND RETRIEVES YOUR DESIGNATED INFORMATION FROM THE DESIGNATED WEBSITE/APP, DYT ACTS EXCLUSIVELY AS YOUR AGENT, AND IN NO CASE WHATSOEVER ON BEHALF OF THE DESIGNATED WEBSITE/APP.

## **7. ACKNOWLEDGMENT**

7.1 Your use of the Scoring Service is subject to your acknowledgement that:

- (a) the Scoring Service is intended to provide you with a tool to increase your User Rating, however it is not, and shall not deemed to be, the only factor in determining either your User Rating and/or eligibility to participate in an OAC and/or the remuneration that you are entitled to in the OAC;
- (b) the Scoring Service is an internal DYT feature and is not sponsored or endorsed by any third party featured on DYT’s APP, Website and any Ancillary Service;
- (c) if you elect to log-in, use and/or purchase services from a Designated Website/App, you are subject to its terms and conditions, privacy policy and any other policy published in such website or app (and you are strongly advised to refer to those Designated Websites/Apps to better understand your rights and obligations with regard to such content);
- (d) DYT is not an agent or broker or otherwise responsible for the activities or policies of your Designated Websites/Apps;
- (e) DYT shall not and will not be able to anticipate any technical or other difficulties in any Designated Website/App;
- (f) The Designated Information will only reflect the information obtained from the Designated Website/App as of the time such information was obtained by DYT, and therefore the Designated Information may not be as fresh as the information actually published in the Designated Website/App.

7.2 In case of doubt concerning any of the acknowledgements set out in this Section, and if you believe any clarifications are required, you make contact MNFST via the following e-mail address [legal@dyt.onl](mailto:legal@dyt.onl)

## **8. DISCLAIMER**

THIS SCORING SERVICE IS PROVIDED TO YOU ON AN “AS-IS” AND “AS AVAILABLE” BASIS. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SCORING SERVICE IS AT YOUR SOLE RISK.

DYT MAKES ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, RELIABILITY, COMPLETENESS, TIMELINESS, FAILURE TO STORE ANY DATA AND/OR NON-DELIVERY OF THE SCORING SERVICE, AND EXPRESSLY DISCLAIMS ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

DYT ASSUMES NO RESPONSIBILITY WHATSOEVER TO ANY CONTENT THAT YOU POST ON A DESIGNATED WEBSITES/APPS. YOU EXPRESSLY AGREE THAT ANY POSTED/SUBMITTED CONTENT SHALL AT ALL TIMES SUBJECT TO THE TERMS OF USE AND PRIVACY POLICIES OF THAT PLATFORM. DYT DOES NOT REVIEW THE DESIGNATED INFORMATION FOR ANY ACCURACY, LEGALITY OR NON-INFRINGEMENT.

DYT IS NOT RESPONSIBLE FOR THE ACCOUNT INFORMATION, DESIGNATED INFORMATION AND/OR OR PRODUCTS AND SERVICES OFFERED TO YOU BY DESIGNATED WEBSITES/APPS (INCLUDING PAYMENT PROCESSING ERRORS). THEREFORE, DYT DISCLAIMS ANY RESPONSIBILITY FOR ANY SERVICES-RELATED ISSUES ON THE DESIGNATED WEBSITES/APPS, INCLUDING THOSE ISSUES THAT MAY ARISE FROM INACCURATE DESIGNATED INFORMATION.

EXCEPT AS EXPRESSLY STATED OTHERWISE IN THESE SCORING SYSTEM T&C, ALL WARRANTIES, REPRESENTATIONS AND IMPLIED TERMS AND CONDITIONS ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAW OF YOUR JURISDICTION.

## **9. Limitation of Liability**

9.1 UNDER NO CIRCUMSTANCES, SHALL DYT (AND ITS AFFILIATED ENTITIES) OR ANY OF DYT’S (AND ITS AFFILIATED ENTITIES’) SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, LICENSORS, SUBCONTRACTS AND REPRESENTATIVES BEAR LIABILITY TO YOU OR ANY THIRD PARTIES FOR ANY DIRECT, INDIRECT, COMPENSATORY, ACCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, UNINTENTIONAL DAMAGE (INCLUDING LOST PROFITS, LOSS OF GOODWILL, OR LOST DATA), AND/OR DAMAGE TO YOUR BUSINESS REPUTATION IN CONNECTION WITH THE USE OF THE SCORING SERVICE (INCLUDING ANY CONTENT, SCRIPTS, PRODUCT OR SERVICES AVAILABLE THEREIN) OR OTHER MATERIALS WHICH BECAME AVAILABLE TO YOU OR OTHER PERSONS THROUGH THE SCORING SERVICE.

9.2 It is hereby expressly acknowledged and agreed that DYT shall not be liable for:

(a) any loss of revenue, business, anticipated savings or profits (whether direct or indirect); and/or

(b) any indirect, special or consequential loss, damage, costs or other claims,

howsoever caused or arising, whether through non-supply or late supply of the Scoring Service, non-performance of these Scoring Service T&C or otherwise.

9.3 Furthermore, you acknowledge that the Scoring Service may be interrupted from time to time for maintenance reasons (such as periodic updating, repair of equipment and

the like), and you hereby agree for DYT to take such actions as it seems fit. You hereby agree that DYT shall not be liable for any loss, cost and/or damage that results from such scheduled or unscheduled downtime.

- 9.4 Except as expressly stated elsewhere in these Scoring Service T&C, all of DYT's representations, warranties, conditions and other terms, whether expressed or implied (by common law, statute, collaterally or otherwise) are hereby excluded, except in the case of fraud, or where such exclusion is not permitted by applicable law.
- 9.5 DYT shall be liable as expressly provided in these Scoring Service T&C, but shall have no other obligation, duty or liability whatsoever in contract, tort (including negligence, breach of statutory duty and any other tort) or otherwise.
- 9.6 Without prejudice to any other provision of these Terms, DYT shall not be liable to any person for:
- (a) any event beyond DYT's reasonable control;
  - (b) the failure of, or damage or destruction to, or any errors caused by DYT's computer systems or records, of any third party (including, without limitation, the Website), or any aspect of the foregoing;
  - (c) delays, losses, errors or omissions in or made by the postal or other delivery service or by the banking system or any other equivalent payment processing system; and
  - (d) any losses caused to you by misuse or unauthorized use of password or any other contact information.
- 9.7 DYT's liability to you shall at any given time not exceed the amount equal to the amount credited in your user account at the date of your claim.

## **10. Complaints**

- 10.1 If You have any complaints, claims or disputes ("**Complaints**") with regard to the Scoring Service, you are hereby instructed to submit such Complaint to DYT in writing as soon as is reasonably practicable possible following the occurrence of the event to which the Complaint refers to. Complaints may be submitted by email to [support@dyt.onl](mailto:support@dyt.onl), with maximum description and details.

## **11. Miscellaneous**

- 11.1 These Scoring T&C (and any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual disputes, claims and the arbitration agreement) shall be governed by and is to be construed in accordance with the law of India.
- 11.2 Any dispute arising out of or in connection with these Terms, including any question regarding their existence, validity or termination, shall be referred to and finally resolved by the competent courts of Delhi, India
- 11.3 Nothing in these Scoring Service shall:
- (a) be construed as creating any agency, arrangement, partnership, joint venture, trust or fiduciary relationships, employer-employee relationship or any other similar relationship between you and DYT and/or its Affiliates;

- (b) create or confer any rights or benefits to any third party, or grant you any security interest in any asset of DYT and/or its Affiliates.
- 11.4 DYT is entitled to amend these Scoring T&C with immediate effect at any time and post the amended version on the App and the Website (as applicable), and to do so according to its absolute and exclusive discretion, and without providing any notice in advance. The changes will not be retroactive. It is your sole responsibility to review these Scoring T&C and any amendments, before performing any activity via the App and the Website (as applicable). Any use by you of the App, Website and/or Ancillary Services after making such an amendment shall be deemed as your awareness and acceptance of any amendment of these Scoring T&C. If any amendment of these Scoring T&C is unacceptable to you, your only recourse is to rescind from using the App, the Website and/or the Ancillary Services. DYT shall not be liable for any loss suffered by you resulting from any changes made and you shall have no claims against DYT in such regard.
- 11.5 DYT reserves the right at any time, and from time to time, to modify or discontinue, temporarily or permanently, the Scoring Service with or without notice
- 11.6 DYT may, at its sole and absolute discretion, transfer or assign these Scoring T&C (in whole or in part, including any remedy provided thereunder) to any third party without any prior notice; without derogating from the above, the Scoring Service may be operated by third parties. You may not transfer, assign or pledge in any manner whatsoever any of your rights or obligations under these Scoring T&C.
- 11.7 You agree to the use of electronic communication in order to enter into contracts, and you waive any rights or requirements under applicable laws in any jurisdiction which require an original (non-electronic) signature. All such communications will be considered in writing and will be considered received by you within 24 hours from the time in which the notice was posted on the Website or the App (as applicable) or sent to you via e-mail.
- 11.8 These Scoring T&C constitutes the entire agreement between DYT and you with respect to the subject matter hereof and supersedes any and all prior agreements between DYT and you in relation to the same. You confirm that, in agreeing to accept these Terms, you have not relied on any representation made by DYT. Any representation, promise, undertaking or consent, whether verbal or in writing, which is not included in these Scoring T&C, will not be valid.
- 11.9 DYT's failure at any time in enforcing any right or remedy under these Scoring T&C shall not be construed as a waiver of any future or other exercise of such right or remedy.
- 11.10 If any part of these Scoring T&C is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, then such provision shall be excluded from these Scoring T&C and the remainder of these Scoring T&C shall be interpreted as if such provision was so excluded and shall be enforceable in accordance with its terms; provided, however, that in such event these Scoring T&C shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction.
- 11.11 These Terms have been drafted in the English language. In the event of any discrepancy between the meanings of any translated versions of these Terms and the English language version, the meaning of the English language version shall prevail.
- 11.12 These Scoring T&C shall be deemed effective as of June 9th, 2019.