

Detailed Terms and Conditions for Onboarding Services

PART A

The restaurant partner ("**you**" / "**your**" / "**Restaurant Partner**") agrees that the Onboarding Services (as defined below) are subject to the terms and conditions as set out below:

1. You hereby acknowledge and agree that Zomato is offering to provide administrative, operational and technical onboarding services ("**Onboarding Services**"), on a non-exclusive basis.
2. The Onboarding Services shall be offered by Zomato under two (2) types of plans, i.e. Basic Plan and Premium Plan, as communicated to you at the time of onboarding (collectively, "**Plan(s)**"). You may choose to avail any Plan for you at your discretion, subject to the terms and conditions of the relevant Plan as described on this page below.
3. You agree and acknowledge that the features and offerings, including the terms, the service fee per order on net revenue (i.e. commission for orders through Zomato platform) shall vary for each Plan and shall be communicated to you at the time of onboarding.
4. In the event you wish to change your Plan, i.e. Basic Plan to Premium Plan, you can anytime raise an upgrade request on the merchant dashboard. In the event you wish to change your Premium Plan to Basic Plan, you can raise a request only after six (6) months from the date on which your restaurant has gone live on the current Plan. The features and offerings under the revised Plan shall be communicated to you at the time such a request for change is raised.
5. To avail the Onboarding Services, you have agreed to provide your details and make the payment of a onetime onboarding services fee to Zomato in the manner communicated at the time of onboarding ("**Onboarding Services Fee**").
6. The Onboarding Services under any Plan can be availed only once for one restaurant page of the Restaurant Partner.
7. You hereby agree and acknowledge that the Onboarding Services will only be provided once the necessary document(s) and/or material are submitted to Zomato.
8. You may also agree to pay the Onboarding Service Fee for onboarding a new restaurant outlet to Zomato by way of deduction from the existing credit limit, from time to time, in the manner as agreed with Zomato, in writing. In the event the Restaurant Partner has an existing credit limit on the Zomato platform, the amount of the Onboarding Services Fee shall be deducted from the ledger of the Restaurant Partner. Notwithstanding the above, Zomato reserves the right to set off, withhold and/or deduct the payment of such Onboarding Services Fee, if due to Zomato, against any payments that are payable by Zomato under any other agreement or arrangement between Zomato and the Restaurant Partner or its affiliates.
9. In relation to the material and/or content including but not limited to photographs, images, videos etc. you agree to grant Zomato and its affiliates a non-exclusive, royalty-free, irrevocable and perpetual right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display the material and/or content on the Zomato platform.
10. You further agree to keep Zomato, and its affiliates indemnified for all third-party claims arising from posting/using the material and/or content. Zomato takes no responsibility and assumes no liability for posting/using the material and/or content for which the usage rights have been granted by you.
11. Zomato shall not be liable to you for (i) special, incidental, exemplary, consequential or punitive damages, however, styled, including without limitation, lost profits or diminution in value or (ii) any losses due to forces beyond the control of Zomato.
12. These terms and conditions shall be governed by and construed in accordance with the laws of India and the courts of New Delhi shall have exclusive jurisdiction over any matter that arises out of these Terms

PART B

BASIC PLAN

Restaurant Partners opting for the Basic Plan shall be bound by the following terms and conditions:

1. You agree and acknowledge that under the Basic Plan the visibility of your restaurant page to customers will be provided up to an on-road distance of three (3) kilometres, however the same may be affected due to unforeseen reasons including but not limited to delivery partner stress, strikes, natural disaster or other external factors. For clarity, your restaurant outlet could be serviceable to a customer searching for your outlet from even beyond three (3) kilometres.
2. You may be charged an additional service fee for orders placed by Zomato Gold customers, as laid out in the partnership plan offerings. You will get the visibility of such orders on the merchant dashboard
3. In the event you choose to upgrade your Basic Plan to Premium Plan in the future, the photoshoot and advertisement service offerings prevailing at the time of such upgrade will be provided to you, provided that such benefits were not offered to you under your current Plan prior to the upgrade. For clarity, photoshoot and advertisement service offerings will be offered only once during the lifetime of the Restaurant Partner on the Zomato platform. Other benefits will remain as per the upgraded plan at the time of such an upgrade.

Part C

PREMIUM PLAN

Restaurant Partners opting for the Premium Plan shall be bound by the following terms and conditions:

1. Pursuant to the payment for availing the Onboarding Services under Premium Plan, you agree to mutually decide the time and date for coordinating with Zomato's onboarding personnel. Once finalized, you shall not amend the schedule and be available for the completion of the Onboarding Services under the Premium Plan, including but not limited to photoshoot, on the day and time so agreed.
2. As part of the Onboarding Services under the Premium Plan and on account of commission agreed to be charged from you under the Premium Plan, Zomato will provide a photo shoot of up to twenty (20) images of the menu dishes.
3. For the photo shoot of your dishes, please note that the Zomato personnel will not stay at the Restaurant location for more than the duration of two (2) hours. Accordingly, it will be your responsibility to make sure that all the dishes are ready on time (i.e. before or soon after the arrival of the Zomato personnel) for the Zomato personnel to complete the photo shoot within the said duration.
4. You agree and acknowledge that rescheduling of the photo shoot can only be done once. The photo shoot has to be completed within forty-five (45) days from the date on which your restaurant has gone live for online ordering on the Zomato platform. In case you do not avail the photo shoot services within the forty five (45) days' time period, you will no longer be eligible for photoshoot services as a benefit under the Premium Plan.
5. You agree and acknowledge that under the Premium Plan the visibility of your restaurant page to customers will be provided up to an on-road distance of twelve (12) kilometres, however the same may be affected due to unforeseen reasons including but not limited to delivery partner stress, strikes, natural disaster or other external factors.
6. As part of the Onboarding Services under Premium Plan and on account of commission charged from you under the Premium Plan, the Restaurant Partner will receive one-time advertising products on Zomato of certain quantum as defined under the Premium Plan. You agree and acknowledge that these advertisements will only be available once and will be automatically started within fifteen (15) days from the date on which

your restaurant has gone live for online ordering on the Zomato platform . The validity of such advertisement products will be restricted to a maximum of six (6) months. The advertisement products will be chosen based on the discretion of Zomato along with their validity, adhering to the maximum validity of six (6) months, and any undelivered amount will expire post the aforementioned time period.

7. You agree and acknowledge that the re-investment, as communicated under the Premium Plan will be based on Zomato's discretion, including but not limited to the advertisement products for such re-investment. Such re-investment amount will be calculated on the basis of your restaurant's monthly commissionable value.
8. You agree and acknowledge that the Premium Plan only offers additional benefits for your restaurant page and Zomato does not provide any warranty or guarantee towards the reach and/or performance of your restaurant.
9. In the event you choose to change your Premium Plan to Basic Plan in the future, the photoshoot and advertisement service offerings under the Basic Plan will not be provided to you since the photoshoot and advertisement service offerings are offered only once during the lifetime of the Restaurant Partner on the Zomato platform. Other benefits will remain as per the changed plan at the time of such a change.