

LIVE WEATHER PLATFORM - TERMS AND CONDITIONS

THESE T&Cs WILL GOVERN YOUR USE OF THE LIVE WEATHER PLATFORM, PLEASE ENSURE THAT YOU READ AND UNDERSTAND THESE T&Cs BEFORE USING THE LWP.

By clicking the “**I ACCEPT**” button, you agree to be bound by these LWP Terms and Conditions (“T&Cs”) for using and accessing LWP for the purpose of accessing weather related information and updates across different cities and states in India. These T&Cs shall form the complete understanding between you and Zomato.

If for any reason you do not accept the terms contained in these T&Cs, do not proceed to use the LWP or avail any of the Zomato Services being provided therein.

“**Applicable Law(s)**” shall mean and include any law, statute, ordinance, rule, regulation, guideline, policy, or other pronouncement having the effect of a law in India, is in effect or which may come into effect on a future date.

“**Intellectual Property Rights**” shall mean and include the copyright (*whether registered or not*), patents including rights of filing patents, trademarks, trade names, trade dresses, collective marks, associate marks and the right to register them, designs (*both industrial and layout*), geographical indicators, moral rights, broadcasting rights, displaying rights, distribution rights, selling rights, reproducing rights, domain names, internet address, graphics, artwork, links, information, logos, software, configuration, marketing and distribution material and any other intellectual property right in the LWP, which are used and/or owned by Zomato from time to time;

“**Service Recipient**” or “**you**” or “**your**” or “**yourself**” shall mean such person using the LWP to avail Zomato Services.

“**Policies**” shall mean the policies and guidelines as may be available in the help section of the LWP.

“**Zomato**” or “**we**” or “**us**” or “**our**” shall mean Zomato Limited and include all our successors, affiliates and assigns.

“**LWP**” means the Live Weather Platform which is a website and mobile application developed by Zomato showcasing data relating to weather, and/or integrating with Zomato’s weather API (application programming interface) to receive weather related information and updates across different states and cities in India.

1. INTERPRETATION

Unless the context of these T&Cs otherwise requires:

A word or an expression, which denotes a natural person shall include an artificial person (*and vice versa*), any one gender shall include the other genders, the singular shall include the plural (*and vice versa*).

- (i) Heading and bold typeface in these T&Cs are for convenience only and shall be ignored for the purposes of interpretation.
- (ii) The use of the word “including” followed by a specific example(s) in these T&Cs, shall not be construed as limiting the meaning of the general wording preceding it.

- (iii) The rule of construction, if any, that a contract should be interpreted against the parties responsible for drafting and preparation thereof, shall not apply.
- (iv) Reference to any Applicable Law(s) shall mean a reference to that law as amended, consolidated, supplemented, or replaced.

2. REGISTRATION

- (i) You shall be required to register on the LWP by providing such details as requested on the LWP. You agree and accept that as on the date of your registration on the LWP, the information provided by you are yours and not of any other person or entity and such information is complete, accurate and up-to-date.
- (ii) You acknowledge and accept that Zomato shall undertake such steps to verify such information as submitted by you on the LWP. If you provide any information that is untrue, inaccurate, obsolete or incomplete, or Zomato has reasonable grounds to suspect that such information is untrue, inaccurate, obsolete or incomplete, Zomato reserves the right to suspend or terminate your Account post which you will not be able to avail the Zomato Services until information related to your account is verified.
- (iii) In case you wish to update any information on the LWP, you may update the same by following the process as may be provided on the LWP or reach out to our customer support.
- (iv) You will be responsible for maintaining the confidentiality of the account information and shall be fully responsible for all activities that occur under your account. You agree to immediately notify Zomato of any unauthorized use of your account information or any other breach of security. Zomato cannot and will not be liable for any loss or damage arising from your failure to comply with this clause. You may be held liable for losses incurred by Zomato or any other visitor to the LWP due to authorized or unauthorized use of your account as a result of your failure in keeping your account information secure and confidential. Use of another Service Recipient's account information for using the LWP is expressly prohibited.

3. SERVICES

- (i) You hereby agree that Zomato is providing weather and related forecasts, information and updates available on LWP along with other services that may be developed by Zomato from time to time on LWP ("Zomato Services").
- (ii) You hereby agree that the Zomato Services are being provided to help you in checking the weather forecasts around different cities and states in India and you may use the same to (i) download any information related to weather for such time period as available on LWP; and (ii) integrate your API with the API keys as may be provided on LWP.
- (iii) Zomato shall use your location-based information that is captured by Zomato through a global positioning system when you are using your personal computer or mobile device in order for Zomato to provide Zomato Service through LWP. Such location-based information shall be used by Zomato to provide and improve the Zomato Services being offered to you. You acknowledge and hereby consent to the monitoring and tracking of your geo-location information.
- (iv) LWP and Zomato Services are only available in relation to the weather information in India and the Service Recipient shall not access or use the LWP from any other jurisdiction except for India. If a Service Recipient accesses or uses LWP from any other jurisdiction except for India, the Service Recipient shall be liable to comply with all Applicable Laws and Zomato shall not be liable for the same, whatsoever.

- (v) Zomato hereby agrees and acknowledges that the historical climate data information made available under the weather facts section is taken from the publicly available data provided by the India Meteorological Department, Ministry of Earth Sciences, Government Of India as more specifically available on <https://mausam.imd.gov.in> (“IMD Data”). Zomato hereby acknowledges that the historical climate data information provided herein is for informative purposes only and the India Meteorological Department is the sole owner of the IMD Data which is being used by Zomato. Any data other than the historical climate data information available under the weather facts section belongs to Zomato.
- (vi) Zomato hereby agrees and acknowledges that the interactive map of India used on LWP is following the guidelines which are publicly made available by Survey of India, Department of Science & Technology, Government Of India, as more specifically available on <https://www.surveyofindia.gov.in/>.

4. OBLIGATIONS OF THE SERVICE RECIPIENT

- (i) You shall comply with all Applicable Laws, bye-laws and regulations of local and statutory authorities having jurisdiction over you relating to these T&Cs, and shall be solely responsible for obtaining and maintaining all necessary licenses applicable to your business.
- (ii) You shall provide complete and accurate details for the purposes of registering on LWP and thereof availing the Zomato Services.
- (iii) You understand and represent that Zomato shall not in any manner be held liable or responsible for any defect in the Zomato Services.
- (iv) You shall only use the Zomato Services and/or any other information which you may receive from LWP for the purposes of accessing weather related information and you agree that no information received through LWP shall be utilized for any purpose other than as agreed under these T&C's.
- (v) You agree that you shall use Zomato Services for lawful purposes only and for such purposes as permitted on LWP. You shall be solely liable and responsible for any liability that is imposed on Zomato in this regard and shall keep Zomato indemnified to such extent.
- (vi) You agree that if it is brought to the knowledge of Zomato through any law enforcement authority or any other third-party that you have used Zomato Services for any unlawful activities, Zomato may at its sole discretion take appropriate actions including suspension or termination of your account and Zomato Services. Zomato may also, on a request received from the law enforcement authorities, provide your details as may be requested, which may include details of your company/organization, your personal details, etc. to such authorities.
- (vii) You shall be responsible for, connecting to, accessing or otherwise using the Zomato Services according to the interface requirements as may be communicated by Zomato from time to time. You shall obtain and maintain all appropriate equipment at your own cost as may be required to connect, access or otherwise use the Zomato Services including, without limitation, hardware, servers, software, operating systems, networking, web servers.
- (viii) You shall be responsible for handling any such issues and/or errors which you may incur from using the Zomato Services.
- (ix) You agree that Zomato shall not be held liable and/or responsible for any loss or damage which may be incurred by you for using the Zomato Services.

(x) You shall provide all the necessary information and assistance to Zomato to enable Zomato to perform Zomato Services in accordance with these T&Cs.

5. SERVICE RECIPIENT INFORMATION

(i) You hereby agree that Zomato collects, stores, accesses, uses and processes your information in accordance with its privacy policy i.e. <https://www.liveweather.co.in/privacy/>.

(ii) You hereby agree that Zomato shall not be responsible in any manner whatsoever for the authenticity of the personal information or supplied by you to Zomato.

6. INTELLECTUAL PROPERTY RIGHTS

(i) You hereby agree that all Intellectual Property Rights shall be in absolute ownership, possession, and control of Zomato, and you are only permitted to use such Intellectual Property Rights in connection with the Zomato Services availed pursuant to these T&Cs. It is hereby clarified that no license or rights are granted in the Intellectual Property Rights to you under these T&Cs, by implication or otherwise.

(ii) The Zomato Services are provided through LWP which is a proprietary software/mobile application developed and made available exclusively by Zomato. Zomato is the sole owner of the LWP and accordingly, Zomato only provides you with a single limited license to download, use and access the LWP's on your devices for the limited purpose of using the Zomato Services. All content on the LWP, including but not limited to, designs, text, graphics, images, video, information, logos, button icons, software, audio files and any other content ("Content") are the exclusive and sole property of Zomato. You may not copy, reproduce or use such Content whatsoever. All icons and logos are trademarks of and proprietary to Zomato and any unauthorized copying, modification, use or publication of these marks is strictly prohibited. Nothing in these T&C's will be considered to constitute a transfer of Intellectual Property Rights from Zomato to you.

7. REPRESENTATIONS AND WARRANTIES

(i) You agree to use the LWP only for the purposes as permitted under these T&C's and in accordance with Applicable Laws

(ii) You agree not to access (or attempt to access) the LWP by any means other than through the interface that is provided by Zomato. You shall not use any deep-link, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the LWP, or in any way reproduce or circumvent the navigational structure or presentation of the LWP, materials or to obtain or attempt to obtain any materials, documents or information through any means not specifically made available through the LWP.

(iii) Without limiting the generality of these T&C's, in using the Zomato Services, you specifically agree not to post or transmit any content or engage in any activity that, in our sole discretion:

- Is harmful, threatening, abusive, harassing, tortious, indecent, defamatory, discriminatory, vulgar, profane, obscene, libellous, hateful or otherwise objectionable, invasive of another's privacy, relating or encouraging money laundering or gambling.
- Violates any third-party right, including, but not limited to, right of privacy, right of publicity, copyright, trademark, patent, trade secret, or any other intellectual property or proprietary rights.
- Accuses others of illegal activity, or describes physical confrontations.

- Is illegal, or violates any federal, state, or local law or regulation (for example, by disclosing or trading on inside information in violation of securities law).
- Attempts to impersonate another person or entity.
- Disguises or attempts to disguise the origin of your content, including but not limited to by:
 - (i) submitting your content under a false name or false pretences; or (ii) disguising or attempting to disguise the IP address from which your content is submitted.
- Contains material that is not in English or, in the case of products or services provided in foreign languages, the language relevant to such products or services.
- Falsely states, misrepresents, or conceals your affiliation with another person or entity.
- Accesses or uses the account of another customer without permission.
- Distributes computer viruses or other code, files, or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or electronic communications equipment.
- Interferes with, disrupts, or destroys the functionality or use of any features of the Zomato Services or the servers or networks connected to the Zomato Services.
- "Hacks" or accesses without permission our proprietary or confidential records, records of another customer, or those of anyone else.
- Violates any contract or fiduciary relationship (for example, by disclosing proprietary or confidential information of your employer or client in breach of any employment, consulting, or non-disclosure agreement).
- Decompiles, reverse engineers, disassembles or otherwise attempts to derive source code from the Zomato Services.
- Removes, circumvents, disables, damages or otherwise interferes with security-related features, or features that enforce limitations on use of, the Zomato Services.
- Violates the restrictions in any robot exclusion headers on the Zomato Services, if any, or bypasses or circumvents other measures employed to prevent or limit access to the Zomato Services.
- Collects, accesses, or stores personal information about other customers of the Zomato Services.
- Is posted by a bot.
- Harms minors in any way.
- Threatens the unity, integrity, defense, security or sovereignty of India or of the country of use, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.
- Modifies, copies, scrapes or crawls, displays, publishes, licenses, sells, rents, leases, lends, transfers or otherwise commercialize any rights to the Zomato Services or our content.
- Attempts to do any of the foregoing.
- is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person.

8. SUSPENSION AND TERMINATION

- (i) **Suspension:** Zomato may suspend and/or temporarily deny access to the LWP where any of your action(s) are or can be associated with breach of these T&C's.
- (ii) **Termination:**
 - a. Without prejudice to the generality of the foregoing clause, Zomato reserves the right to terminate the Agreement with immediate effect for reasons as mentioned below:

- Any breach of the terms of these T&Cs.
- Any willful action or omission by You which may cause or causes legal or contractual liability for Zomato including but not limited to fraud, misconduct, gross negligence, and all other actions specifically prohibited under Applicable Law(s).
- Indulging in spreading false or misinformation against Zomato through digital media, social networking sites, or any other form, with an intent to damage Zomato's brand and its goodwill.

b. You may terminate this Agreement by deleting Your account on the LWP and thereby, not using the Zomato Services.

(iii) In the event of suspension or termination, Zomato reserves the right to take appropriate legal actions that may be available under Applicable Law.

9. INDEMNIFICATION AND LIMITATION OF LIABILITY

(i) You agree and undertake to indemnify and hold harmless Zomato its affiliates, successors, agents, assigns, and each of their directors, officers, employees, associates, agents, and representatives from and against any losses, damages, liability, claims, costs, penalty and expenses (including, without limitation, reasonable attorneys' fees) incurred by reason of (a) any breach or alleged breach of your obligations, under these T&Cs; (b) any violation of Zomato's Policies; (c) any violation of Applicable Law(s); (d) any willful act or omission that causes or may cause harm to the reputation and goodwill of Zomato; (e) any claim of violation of Intellectual Property Rights of Zomato; (f) any misrepresentation with respect to the data or information provided by you in relation to the account; (g) any unauthorized disclosure or use of confidential information of Zomato; and (h) any act of theft, fraud, negligence and misconduct by you.

(ii) In no event shall Zomato be liable to you or any third party for any special, incidental, indirect, consequential or punitive damages whatsoever, arising out of or in connection with your use of or access to the LWP or Zomato Services.

10. DISPUTE RESOLUTION

These T&C's shall be governed by the laws of India, for the time being in force and the courts of New Delhi shall have the exclusive jurisdiction to preside over matters arising hereunder.

11. MISCELLANEOUS

(i) Force Majeure: Zomato shall not have any liability under these T&C's or be deemed to be in breach of these T&Cs for any delays or failures in performance of these T&Cs which results from circumstances beyond the reasonable control of that party including but not limited to acts of God, pandemic, Government intervention, lockouts, fire, natural calamities, earthquake, tempest, flood, lightning, violence of any army or mob or enemies of the country.

(ii) Assignment: You cannot assign or otherwise transfer the T&C's, or any rights granted hereunder to any third party. Zomato's rights under the T&C's are freely transferable by Zomato to its affiliates and any third party without the requirement of informing you or seeking your consent.

(iii) Grievance Redressal Mechanism:

You may also reach out to Zomato on the LWP 'contact us' section for any assistance and/or

clarification regarding these T&Cs and/or for any other grievances. You may write to us at weather@zomato.com and we will strive to resolve your grievance within the timelines prescribed under applicable laws. In case you do not receive a satisfactory response, you can escalate the matter to our Grievance Officer.

a. Details of the Grievance Officer:

Aashish Suneja
Grievance Officer, Zomato Limited
Pioneer Square, Ground Floor, Golf Course Extension, Gurugram, Haryana – 122102, India
Email address: grievance@zomato.com
Time: Monday - Friday (09:00 a.m. to 18:00 p.m.)

b. Details of the Nodal person:

Ashwat Kumar
Nodal Officer, Zomato Limited
Pioneer Square, Ground Floor, Golf Course Extension, Gurugram, Haryana – 122102, India
Email address: nodal@zomato.com

For Customers residing in India, please note, in compliance with The Information Technology Act, 2000 and the rules made thereunder, as well as The Consumer Protection Act 2019, and the rules made thereunder, the grievance redressal mechanism, including the contact details of the Grievance Officer and Nodal Officer are given herein above.

12. MODIFICATION

Zomato may modify these T&C's from time to time, and any such changes will (i) be reflected on the LWP, and (ii) be effective immediately upon the changes being reflected on the LWP. You agree to be bound to any such changes or modifications and understand and accept the importance of regularly reviewing these T&C's as updated on the LWP. If you do not agree with the amendment/change made to these T&Cs, you shall immediately cease use of the LWP. Your use of LWP after any such amendment/change shall be deemed as your express acceptance to such amended/changed T&Cs and you also agree to be bound by such amended/changed T&Cs.

13. DISCLAIMER

- (i) This document is an electronic record in terms of Information Technology Act, 2000 and Rules framed thereunder (as applicable) and the provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.
- (ii) Zomato accepts no responsibility in relation to the accuracy, completeness, usefulness or otherwise, of the contents of LWP. The Service Recipients are advised to verify/check any information with the relevant Government department(s) and/or other source(s), and to obtain any appropriate professional advice before relying on the information provided on LWP. The information contained on LWP is subject to the uncertainties of scientific and technical research and is liable to change without notice. It is also not a substitute for independent professional advice.
- (iii) Zomato does not warrant that you will be able to use the LWP and/ or will be able to avail Zomato Services at all times or that the LWP and the Zomato Services will be uninterrupted or error-free or that the defects will be capable of being corrected by the Zomato in a timely fashion. The Zomato Services, LWP and all other technology developed by Zomato are

provided to you on an “**AS IS**” and “**AS AVAILABLE**” basis and Zomato specifically disclaims all warranties and indemnities, express, implied, or statutory, including without limitation any warranty of merchantability, fitness for a particular purpose, accuracy, completeness, or any other warranty arising from the course of performance or course of dealing.

- (iv) Zomato accepts no responsibility and/or liability with respect to any consequences and/or losses incurred by you as a result of using Zomato’s API and/or your integration of the API with the API as provided on LWP. Zomato does guarantee any results which you may expect from using the API as available on LWP and you hereby agree that you shall be solely responsible and liable for any consequences which you may incur from using the API as may be provided by Zomato on LWP.
- (v) To the fullest extent permitted by law, Zomato and its affiliates, and each of their respective officers, directors, members, employees, and agents disclaim all warranties, express or implied, in connection with this LWP, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Zomato assumes no liability or responsibility for any (a) personal injury or property damage, of any nature whatsoever, resulting from Service Recipient's access to and use of LWP (b) any interruption or cessation of transmission to or from the LWP; and (c) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the LWP.
- (vi) Zomato shall not be held responsible for non-availability of the LWP during periodic maintenance operations or any unplanned suspension of access to the LWP that may occur due to technical reasons or for any reason beyond Zomato's control. You understand and agree that any material or data downloaded or otherwise obtained through the LWP is done entirely at your own discretion and risk, and that you will be solely responsible for any damage to your computer systems or loss of data that results from the download of such material or data.