

Onboarding Services Terms and Conditions

The onboarding services made available by Zomato Limited (*formerly known as Zomato Private Limited*) (“**Zomato**”/“**we**”/“**us**”) are subject to the terms and conditions described on this page (“**Terms**”). By availing the Services (*as defined below*), the Restaurant Partner (“**you/your**”) agrees to be bound by the Terms set out below:

1. You hereby acknowledge and agree that Zomato is offering to provide administrative, operational and technical onboarding services including but not limited to document verification, menu digitization and quality check, training on how to operate Zomato platform, resolving merchant queries raised through the merchant dashboard, etc., on a non-exclusive basis (“**Services**”).
2. To avail the Services, you have agreed to provide your details and make the payment of a one-time onboarding services fee to Zomato in the manner requested by Zomato (“**Onboarding Services Fees**”).
3. The Onboarding Services can be availed only once for one Restaurant page.
4. You hereby agree and understand that the Services will only be provided once the necessary document(s) and/or material are submitted to Zomato.
5. 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. Zomato however 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.
6. In relation to the material and/or content, 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.
7. 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.
8. 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.
10. These Terms 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.