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To: Vijayashankar 2 <naavi.... >

Fri, May 19, 2017 at 10:37 AM

Privacy Policy

Last updated on **April 15, 2015**.

Zomato Media Private Limited ("**Zomato**," the "**Company**," "**we**," "**us**," and "**our**,") respect your privacy and are committed to protecting it through our compliance with this privacy policy. This policy describes:

- the types of information that we may collect from you when you access or use our websites, applications and other online services (collectively, our "**Services**"); and
- our practices for collecting, using, maintaining, protecting and disclosing that information.

This policy applies only to information we collect through our Services, in email, text and other electronic communications sent through or in connection with our Services.

This policy DOES NOT apply to information that you provide to, or that is collected by, any third-party, such as restaurants at which you make reservations and/or pay through our Services and social networks that you use in connection with our Services. We encourage you to consult directly with such third-parties about their privacy practices.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to use our Services. By accessing or using our Services, you agree to this privacy policy. This policy may change from time to time, your continued use of our Services after we make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.

I. The information we collect and how we use it

We collect several types of information from and about users of our Services, including information:

- by which you may be personally identified; and/or
- about your internet connection, the equipment you use to access our Services and your usage details.

We collect this information:

- directly from you when you provide it to us; and/or
- automatically as you navigate through our Services (information collected automatically may include usage details, IP addresses and information collected through cookies, web beacons and other tracking technologies).

Information You Provide to Us

The information we collect on or through our Services may include:

- **Your account information:** Your full name, email address, postal code, password and other information you may provide with your account, such as your gender, mobile phone number and website. Your profile picture that will be publicly displayed as part of your account profile. You may optionally provide us with this information through third-party sign-in services such as Facebook and Google Plus. In such cases, we fetch and store whatever information is made available to us by you through these sign-in services.
- **Your preferences:** Your preferences and settings such as time zone and language.
- **Your content:** Information you provide through our Services, including your reviews, photographs, comments, lists, followers, the users you follow, current and prior restaurant reservation details, food ordering details and history, favorite restaurants, special restaurant requests, contact information of people you add to, or notify of, your restaurant reservations through our Services, names, and other information you provide on our Services, and other information in your account profile.
- **Your searches and other activities:** The search terms you have looked up and results you selected.
- **Your browsing information:** How long you used our Services and which features you used; the ads you clicked on.
- **Your communications:** Communications between you and other users or merchants through our Services; your participation in a survey, poll, sweepstakes, contest or promotion scheme; your request for certain features (e.g., newsletters, updates or other products); your communication with us about employment opportunities posted to the services.
- **Your transactional information:** If you make reservations or purchases through our Services, we may collect and store information about you to process your requests and automatically complete forms for future transactions, including (but not limited to) your phone number, address, email, billing information and credit or payment card information. This information may be shared with third-parties which assist in processing and fulfilling your requests, including PCI compliant payment gateway processors. When you submit credit or payment card information, we encrypt the information using industry standard technologies, as further described below under "Payment Card Information." If you write reviews about businesses with which you conduct transactions through our Services, we may publicly display information that you transacted with those businesses.
- **Your Public Posts:** You also may provide information (such as ratings, reviews, tips, photos, comments, likes, bookmarks, friends, lists, etc.) to be published or displayed (hereinafter, "**posted**") on publicly accessible areas of our Services, or transmitted to other users of our Services or third-parties (collectively, "**User Contributions**"). Your User Contributions are posted on and transmitted to others at your own risk. Although we limit access to certain pages, you may set certain privacy settings for such information by logging into your account profile. Please be aware that no security measures are perfect or impenetrable (see "Security" section below). Additionally, we cannot control the actions of other users of our Services with whom you may choose to share your User Contributions. Therefore, we cannot and do not guarantee that your User Contributions will not be viewed by unauthorized persons. We may display this information on the Services, share it with businesses, and further distribute it to a wider audience through third party sites and services. You should be careful about revealing any sensitive details about yourself in such postings.

We use the information you provide to us to enhance the functionality and improve the quality of our Services, and to personalize your experience while using our Services. We also use this information to display relevant advertising, provide support to you, communicate with you, and comply with our legal obligations.

Information About Your Friends

You have the option to request your friends to join the Services by providing their contact information. If you request a friend to join and connect with you on the Services, we will only use your friend's contact information to process your request.

Information About Your Messages

If you exchange messages with others through the Services, we may store them in order to process and deliver them, allow you to manage them, and investigate possible violations of our Terms of Service and wrongdoing in connection with the Services. If you send information from the Services to your mobile device via SMS text message, we may log your phone number, phone carrier, and the date and time that the message was processed. Carriers may charge recipients for texts that they receive.

Information We Collect Through Automatic Data Collection Technologies

We may automatically collect certain information about the computer or devices (including mobile devices) you use to access the Services, and about your use of the Services, even if you use the Services without registering or logging in.

- **Usage information:** Details of your use of our Services, including traffic data, location data, logs and other communication data and the resources that you access and use on or through our Services.
- **Computer and device information:** Information about your computer, Internet connection and mobile device, including your IP address, operating systems, platforms, browser type, other browsing information (connection, speed, connection type etc.), device type, device's unique device identifier, mobile network information and the device's telephone number.
- **Stored information and files:** Our applications also may access metadata and other information associated with other files stored on your mobile device. This may include, for example, photographs, audio and video clips, personal contacts and address book information.
- **Location information:** Our applications collect real-time information about the location of your device, as permitted by you.
- **Last URL visited:** The URL of the last web page you visited before visiting our websites.
- **Mobile device IDs:** Unique mobile device identifier (e.g. IDFA or other device IDs on Apple devices like the iPhone and iPad), if you're using our Services on a mobile device, we may use mobile device IDs (the unique identifier assigned to a device by the manufacturer), instead of cookies, to recognize you. We may do this to store your preferences and track your use of our applications. Unlike cookies, mobile device IDs cannot be deleted. Advertising companies may use device IDs to track your use of our applications, track the number of advertisements displayed, measure advertising performance and display advertisements that are more relevant to you. Analytics companies may use mobile device IDs to track your usage of our applications.
- **Your preferences:** Your preferences and settings such as time zone and language.
- **Your activity on the Services:** Information about your activity on the Services, such as your search queries, comments, domain names, search results selected, number of clicks, pages viewed and the order of those pages, how long you visited our Services, the date and time you used the Services, error logs, and other similar information.
- **Mobile status:** For mobile application users, the online or offline status of your application.
- **Applications:** If you use the Zomato application, Zomato may collect information about the presence and/ or absence and/ or details pertaining to other applications on your mobile phone. The applications we gather information for, may vary across categories including, without limitation, shopping, fashion, food and travel. This will help us understand you and your preferences better and enable Zomato to provide you with a personalised experience.

Precise Location Information and How to Opt Out

When you use one of our location-enabled services (for example, when you access Services from a mobile device), we may collect and process information about your mobile device's GPS location (including the latitude, longitude or altitude of your mobile device) and the time the location information is recorded to customize the Services with location-based information and features (for example, to inform you about restaurants in your area or applicable promotions). Some of these services require your personal data for the feature to work and we may associate location data with your device ID and other information we hold about you. We keep this data for no longer than is reasonably necessary for providing services to you. If you wish to use the particular feature, you will be asked to consent to your data being used for this purpose. You can withdraw your consent at any time by disabling the GPS or other location-tracking functions on your device, provided your device allows you to do this. See your device manufacturer's instructions for further details.

Cookies and Other Electronic Tools

We, and third parties with whom we partner, may use cookies, pixel tags, web beacons, mobile device IDs, “flash cookies” and similar files or technologies to collect and store information in respect to your use of the Services and third party websites. A cookie is a small text file that is stored on your computer that enables us to recognize you (for example, as a registered user) when you visit our website, store your preferences and settings, enhance your experience by delivering content and advertising specific to your interests, perform research and analytics, track your use of our Services, and assist with security and administrative functions. Cookies may be persistent or stored only during an individual session. To understand more about cookies, click [here](#). A pixel tag (also called a web beacon or clear GIF) is a tiny graphic with a unique identifier, embedded invisibly on a webpage (or an online ad or email), and is used to count or track things like activity on a webpage or ad impressions or clicks, as well as to access cookies stored on users’ computers. Zomato uses pixel tags to measure the popularity of our various pages, features and services. We also may include web beacons in e-mail messages or newsletters to determine whether the message has been opened and for other analytics.

Most browsers are set to automatically allow cookies. **Please note it may be possible to disable some (but not all) cookies through your device or browser settings, but doing so may interfere with certain functionality on the Services.** Major browsers provide users with various options when it comes to cookies. Users can usually set their browsers to block all third-party cookies (which are those set by third-party companies collecting information on websites operated by other companies), block all cookies (including first-party cookies such as the ones Zomato uses to collect search activity information about its users), or block specific cookies. To modify your cookie settings, please visit your browser’s help settings. You will need to opt out on each browser and each device you use to access the Services. Flash cookies operate differently than browser cookies and cannot be removed or blocked via web browser settings. By using our Services with your browser set to accept cookies you are consenting to our use of cookies in the manner described in this section. To view Zomato’s Cookie Policy, please click [here](#)

Third parties whose products or services are accessible or advertised through the Services, including social media services, may also use cookies or similar tools, and we advise you to check their privacy policies for information about their cookies and other practices. We do not control the practices of such partners and their privacy policies govern their interactions with you.

Information from Third Parties

We may collect, process and store your user ID associated with any social media account (such as your Facebook and Google account) that you use to sign into the Services or connect with or use with the Services. When you sign in to your account with your social media account information, or otherwise connect to your social media account with the Services, you consent to our collection, storage, and use, in accordance with this Privacy Policy, of the information that you make available to us through the social media interface. This could include, without limitation, any information that you have made public through your social media account, information that the social media service shares with us, or information that is disclosed during the sign-in process. Please see your social media provider’s privacy policy and help center for more information about how they share information when you choose to connect your account.

We may also obtain information about you from third parties such as partners, marketers, third-party websites, and researchers, and combine that information with information which we collect from or about you.

Anonymous or De-Identified Data

We may anonymize and/or de-identify information collected from you through the Services or via other means, including via the use of third-party web analytic tools as described below. As a result, our use and disclosure of aggregated and/or de-identified information is not restricted by this Privacy Policy, and it may be used and disclosed to others without limitation.

II. How we use the information we collect

We use the information we collect from and about you for a variety of purposes, including to:

1. Process and respond to your queries
2. Understand our users (what they do on our Services, what features they like, how they use them, etc.), improve the content and features of our Services (such as by personalizing content to your interests), process and complete your transactions, and make special offers.
3. Administer our Services and diagnose technical problems.
4. Send you communications that you have requested or that may be of interest to you by way of emails, or courier, or registered post, or telephone calls, or any other mode of communication. We may also share your preferences or the Services availed by you with your network followers on Zomato for marketing and other promotional activities of our Services.
5. Send you questions from other users that you may be able to answer if you have registered with Zomato.
6. Enable us to show you ads that are relevant to you.
7. Generate and review reports and data about, and to conduct research on, our user base and Service usage patterns.
8. Administer contests and sweepstakes.
9. Provide you with customer support.
10. Provide you with notices about your account.
11. Carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection.
12. Notify you about changes to our Services.
13. Allow you to participate in interactive features offered through our Services.
14. In any other way we may describe when you provide the information.
15. For any other purpose with your consent.

We may also use your information to contact you about our own and third-party goods and services that may be of interest to you. If you do not want us to use your information in this way, please check the relevant box located on the form on which we collect your data and/or adjust your user preferences in your account profile.

We may use the information we have collected from you to enable us to display advertisements to our advertisers' target audiences. Even though we do not disclose your personal information for these purposes without your consent, if you click on or otherwise interact with an advertisement, the advertiser may assume that you meet its target criteria.

III. How we share the information we collect

We may disclose personal information that we collect or you provide, as described in this privacy policy, in the following ways:

General Information Disclosures

1. To our subsidiaries and affiliates, which are entities under common ownership or control of our ultimate parent company Zomato Media Private Limited.
2. To contractors, service providers and other third-parties whom we use to support our business (e.g. dinner reservations and food delivery) and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them.
3. To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution or other sale or transfer of some or all of Zomato's assets, whether as a going concern or as part of bankruptcy, liquidation or similar proceeding, in which personal information held by Zomato about the users of our Services are among the assets transferred.
4. To third-parties to market their products or services to you if you have consented to receive the promotional updates. We contractually require these third-parties to keep personal information confidential and use it only for the purposes for which we disclose it to them.
5. To fulfill the purpose for which you provide it.
6. For any other purpose disclosed by us when you provide the information.

7. **Service Providers.** We may share your information with outside vendors that we use for a variety of purposes, such as to send you emails and messages on behalf of other Zomato members, push notifications to your mobile device on our behalf, provide voice recognition services to process your spoken queries and questions, help us analyze use of our Services, and process and collect payments. Some of our products, services and databases are hosted by third party hosting services providers. We also may use vendors for other projects, such as conducting surveys or organizing sweepstakes for us. We may share information about you with these vendors only to enable them to perform their services.
8. **Legal Purposes.** We may share your information when we believe in good faith that such sharing is reasonably necessary in order to investigate, prevent, or take action regarding possible illegal activities or to comply with legal process. We may also share your information to investigate and address threats or potential threats to the physical safety of any person, to investigate and address violations of this Privacy Policy or the Terms of Service, or to investigate and address violations of the rights of third parties and/or to protect the rights, property and safety of Zomato, our employees, users, or the public. This may involve the sharing of your information with law enforcement, government agencies, courts, and/or other organizations on account of legal request such as subpoena, court order or government demand to comply with the law.
9. **Social Networks.** If you interact with social media features on our Services, such as the Facebook Like button, or use your social media credentials to log-in or post content, these features may collect information about your use of the Services, as well as post information about your activities on the social media service. Your interactions with social media companies are governed by their privacy policies.
10. To enforce or apply our Terms of Use [www.zomato.com/conditions] and other agreements, including for billing and collection purposes.
11. If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of Zomato, our customers or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.
12. **Consent.** We may share your information in any other circumstances where we have your consent.

Information Shared with Restaurants

When you make a restaurant reservation or execute online food ordering transaction through our Services, your information is provided to us and to the restaurants with whom you choose to reserve. In order to facilitate your reservation and online food order processing, we provide your information to that restaurant in a similar manner as if you had made a reservation or food order directly with the restaurant. If you provide a mobile phone number, restaurants or Zomato may send you text messages regarding your reservation or order's delivery status. Some restaurants also require you to provide credit or debit card account information to secure your reservation. When you make a restaurant reservation or online food ordering transaction through our Services and/or make a payment to a restaurant through our Services, we may also share with the restaurants additional information, such as information about your dining preferences and history or information that we collect from third-parties.

Information you choose to share with a restaurant when you make a reservation and/or pay a restaurant through our Services may be used by the restaurant for its own purposes. We do not control the privacy practices of restaurants. Please contact the restaurant directly if you want to learn about its privacy practices.

Payment Card Information

To use certain of our Services, such as to make reservations at certain restaurants and to make payments to certain restaurants, we may require credit or debit card account information. By submitting your credit or debit card account information through our Services, you expressly consent to the sharing of your information with restaurants, third-party payment processors, and other third-party service providers (including but not limited to vendors who provide fraud detection services to us and other third parties), and you further agree to the following terms:

- When you use a credit or debit card to secure a reservation through our Sites, we provide your credit or debit card account information (including card number and expiration date) to our third-party payment service providers and the applicable restaurant.
- When you initially provide your credit or debit card account information through our Services in order to use our restaurant payment services, we provide your credit or debit card account information to our third-party payment service providers. As explained in our Terms of Use, these third parties may store your credit or debit card account information so you can use our restaurant payment services through our Services in the future.

- For information about the security of your credit or debit card account information, see the “Security” section below.

IV. Analytics and tailored advertising

To help us better understand your use of the Services, we may use third-party web analytics on our Services, such as Google Analytics. These service providers use the sort of technology described in the “Automatically-Collected Information” Section above. The information collected by this technology will be disclosed to or collected directly by these service providers, who use the information to evaluate our users’ use of the Services. We also use Google Analytics as described in the following section. To prevent Google Analytics from collecting or using your information, you may install the [Google Analytics Opt-Out Browser Add-on](#).

Tailored Advertising

Third parties whose products or services are accessible or advertised via the Services may also use cookies or similar technologies to collect information about your use of the Services. This is done in order to help them (i) inform, optimize, and serve ads based on past visits to our website and other sites and (ii) report how our ad impressions, other uses of ad services, and interactions with these ad impressions and ad services are related to visits to our website. We also allow other third parties (e.g., ad networks and ad servers such as Google Analytics, OpenX, PubMatic, DoubleClick and others) to serve tailored ads to you on the Services, and to access their own cookies or similar technologies on your computer, mobile phone, or other device you use to access the Services. We neither have access to, nor does this Privacy Policy govern, the use of cookies or other tracking technologies that may be placed by such third parties. These parties may permit you to opt out of ad targeting. If you are interested in more information about tailored browser advertising and how you can generally control cookies from being put on your computer to deliver tailored advertising (i.e., not just for the Services), you may visit [the Network Advertising Initiative’s Consumer Opt-Out Link](#), and/or [the Digital Advertising Alliance’s Consumer Opt-Out Link](#) to opt-out of receiving tailored advertising from companies that participate in those programs. To opt out of Google Analytics for Display Advertising or customize Google Display Network ads, you can visit the [Google Ads Settings page](#). Please note that to the extent advertising technology is integrated into the Services, you may still receive ads even if you opt-out of tailored advertising. In that case, the ads will just not be tailored to your interests. Also, we do not control any of the above opt-out links and are not responsible for any choices you make using these mechanisms or the continued availability or accuracy of these mechanisms.

When accessing the Services from a mobile application you may also receive tailored in-application advertisements. Each operating system: iOS, Android and Windows Phone provides its own instructions on how to prevent the delivery of tailored in-application advertisements. You may review the support materials and/or the privacy settings for the respective operating systems in order to opt-out of tailored in-application advertisements. For any other devices and/or operating systems, please visit the privacy settings for the applicable device or operating system or contact the applicable platform operator.

Do Not Track

We are committed to providing you with meaningful choices about the information collected on our Services for third party purposes, and that is why we provide the above links to the NAI “Consumer Opt-out”, DAA opt-out, and Google opt-out. However, we do not currently recognize or respond to browser-initiated Do Not Track signals, as the Internet industry is still working on Do Not Track standards, implementations and solutions.

V. Choices about how we use and disclose your information

We strive to provide you with choices regarding the personal information you provide to us. You can set your browser or mobile device to refuse all or some browser cookies, or to alert you when cookies are being sent. To learn how you can manage your Flash cookie settings, visit the Flash player settings page on Adobe’s website. If you disable or refuse cookies, please note that some parts of our Services may then be inaccessible or not function properly. We do not share your personal information with any advertising agency.

VI. Communications choices

When you sign up for an account, you are opting in to receive emails from other Zomato users, businesses, and Zomato itself. You can log in to manage your email preferences [here](#) and you can follow the “unsubscribe” instructions in commercial email messages, but note that you cannot opt out of receiving certain administrative notices, service notices, or legal notices from Zomato.

VII. Reviewing, changing or deleting information

If you would like to review, change or delete personal information we have collected from you, or permanently delete your account, please use the “Contact Us” link at the bottom of every page (also located [here](#)), or contact the Zomato Privacy Officer.

If you delete your User Contributions from our websites, copies of your User Contributions may remain viewable in cached and archived pages, or might have been copied or stored by other users of our websites. Proper access and use of information provided on our websites, including User Contributions, is governed by our Terms of Use [www.zomato.com/conditions]

VIII. Accessing & correcting your personal information

We will take reasonable steps to accurately record the personal information that you provide to us and any subsequent updates.

We encourage you to review, update, and correct the personal information that we maintain about you, and you may request that we delete personal information about you that is inaccurate, incomplete, or irrelevant for legitimate purposes, or are being processed in a way which infringes any applicable legal requirement.

Your right to review, update, correct, and delete your personal information may be limited, subject to the law of your jurisdiction: (i) if your requests are abusive or unreasonably excessive, (ii) where the rights or safety of another person or persons would be encroached upon, or (iii) if the information or material you request relates to existing or anticipated legal proceedings between you and us, or providing access to you would prejudice negotiations between us or an investigation of possible unlawful activity. Your right to review, update, correct, and delete your information is subject to our records retention policies and applicable law, including any statutory retention requirements.

IX. Security: How we protect your information

We have implemented appropriate physical, electronic, and managerial procedures to safeguard and help prevent unauthorized access to your information and to maintain data security. These safeguards take into account the sensitivity of the information that we collect, process and store and the current state of technology. We follow generally accepted industry standards to protect the personal information submitted to us, both during transmission and once we receive it, including the use of vault and tokenization services from third party service providers. The third party service providers with respect to our vault and tokenization services and also our payment gateway and payment processing are all validated as compliant with the payment card industry standard (generally referred to as PCI compliant service providers). However, no method of transmission over the Internet or via mobile device, or method of electronic storage, is 100% secure. Therefore, while we strive to use commercially acceptable means to protect your personal information, we cannot guarantee its absolute security and thereby usage in a manner that is inconsistent with this Privacy Policy.

We assume no liability or responsibility for disclosure of your information due to errors in transmission, unauthorized third-party access, or other causes beyond our control. You play an important role in keeping your personal information secure. You should not share your user name, password, or other security information for your Zomato account with anyone. If we receive instructions using your user name and password, we will consider that you have authorized the instructions.

X. Children Under 13

The Services are not intended for users under the age of 13. We do not knowingly collect any personal information from children under 13 or market to or solicit information from anyone under the age of 13. If we become aware that a person submitting personal information is under 13, we will delete the account and any related information as soon as possible. . If you believe we might have any information from or about a child under 13, please contact us at privacy@zomato.com

XI. Third party links and services

The Services may contain links to third-party websites. Your use of these features may result in the collection, processing or sharing of information about you, depending on the feature. Please be aware that we are not responsible for the content or privacy practices of other websites or services which may be linked on our services. We do not endorse or make any representations about third-party websites or services. Our Privacy Policy does not cover the information you choose to provide to or that is collected by these third parties. We strongly encourage you to read such third parties' privacy policies.

XII. California privacy rights

California law permits users who are California residents to request and obtain from us once a year, free of charge, a list of the third parties to whom we have disclosed their personal information (if any) for their direct marketing purposes in the prior calendar year, as well as the type of personal information disclosed to those parties. To make such a request, please contact us at the information provided in **CONTACT US** section.

XIII. Compliance with data protection regulations

The information we obtain from or about you may be processed and stored in India and our other various servers located across the globe, which may provide for different data protection rules than the country in which you reside. We comply with generally accepted industry standard regulations regarding the collection, use, and retention of data. Each location may provide for different data protection rules than the country in which you reside. By using the Services, you consent to the collection, transfer, use, storage and disclosure of your information as described in this Privacy Policy, including to the transfer of your information outside of your country of residence. If you have any questions relating to your personal data, please write to us on privacy@zomato.com

XIV. Data retention and account termination

You can close your account by visiting your profile settings page on our website. We will remove your public posts from view and/or dissociate them from your account profile, but we may retain information about you for the purposes authorized under this Privacy Policy unless prohibited by law. Thereafter, we will either delete your personal information or de-identify it so that it is anonymous and not attributed to your identity. For example, we may retain information to prevent, investigate, or identify possible wrongdoing in connection with the Service or to comply with legal obligations.

XV. Job applicants

If your information is submitted to us through our Service when applying for a position with our company, the information will be used to consider your application. We may retain your information for any period of time. This information may be shared with other companies for the purpose of evaluating your qualifications for the particular position or other available positions, as well as with third-party service providers retained by us to collect, maintain and analyze candidate submissions for job postings.

XVI. Changes to this privacy policy

We reserve the right to amend this Privacy Policy from time to time to reflect changes in the law, our data collection and use practices, the features of our services, or advances in technology. Please check this page periodically for changes. Use of information we collect is subject to the Privacy Policy in effect at the time such information is used. If we make any material changes to this Privacy Policy, we will post the changes here. Please review the changes carefully. Your continued use of the Services following the posting of changes to this Privacy Policy will constitute your consent and acceptance of those changes.

XVII. Contact us

If you have any queries relating to the processing/usage of information provided by you or Zomato's Privacy Policy, you may email us at privacy@zomato.com or write at the following address:

For Users residing in the United States:

Attention: Privacy Officer
Zomato USA, LLC
601 S. Cedar Street, Suite 111
Charlotte, NC 28202

For Users residing outside the United States:

Ms. Anushree N Bhog
Privacy Officer
Zomato Media Private Limited
139-P, Sector 44, Gurgaon, Haryana, India -122002

Terms of Service

Last updated on **April 13, 2017**

I. Acceptance of terms

Thank you for using Zomato. These Terms of Service (the "Terms") are intended to make you aware of your legal rights and responsibilities with respect to your access to and use of the Zomato website at www.zomato.com (the "Site") and any related mobile or software applications ("Zomato Platform") including but not limited to delivery of information via the website whether existing now or in the future that link to the Terms (collectively, the "Services").

These Terms are effective for all existing and future Zomato users, including but without limitation to users having access to 'restaurant business page' to manage their claimed business listings.

Please read these Terms carefully. By accessing or using the Zomato Platform, you are agreeing to these Terms and concluding a legally binding contract with Zomato Media Pvt. Ltd. and/or its affiliates or, if you are in the United States, with Zomato USA, LLC and/or its affiliates (hereinafter collectively referred to as "Zomato"). You may not use the Services if you do not accept the Terms or are unable to be bound by the Terms. Your use of the Zomato Platform is at your own risk, including the risk that you might be exposed to content that is objectionable, or otherwise inappropriate.

In order to use the Services, you must first agree to the Terms. You can accept the Terms by:

- Clicking to accept or agree to the Terms, where it is made available to you by Zomato in the user interface for any particular Service; or
- Actually using the Services. In this case, you understand and agree that Zomato will treat your use of the Services as acceptance of the Terms from that point onwards.

II. Definitions

User

"User" or "You" or "Your" refers to you, as a user of the Services. A user is someone who accesses or uses the Services for the purpose of sharing, displaying, hosting, publishing, transacting, or uploading information or views or pictures and includes other persons jointly participating in using the Services including without limitation a user having access to 'restaurant business page' to manage claimed business listings or otherwise.

Content

"Content" will include (but is not limited to) reviews, images, photos, audio, video, location data, nearby places, and all other forms of information or data. "Your content" or "User Content" means content that you upload, share or transmit to, through or in connection with the Services, such as likes, ratings, reviews, images, photos, messages, profile information, and any other materials that you publicly display or displayed in your account profile. "Zomato Content" means content that Zomato creates and make available in connection with the Services including, but not limited to, visual interfaces, interactive features, graphics, design, compilation, computer code, products, software, aggregate ratings, reports and other usage-related data in connection with activities associated with your account and all other elements and components of the Services excluding Your Content and Third Party Content. "Third Party Content" means content that comes from parties other than Zomato or its users and is available on the Services.

Restaurant(s)

"Restaurant" means the restaurants listed on Zomato and any related mobile or software applications of Zomato.

III. Eligibility to use the services

1. You hereby represent and warrant that you are at least eighteen (18) years of age or above and are fully able and competent to understand and agree the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms.
2. Compliance with Laws. You are in compliance with all laws and regulations in the country in which you live when you access and use the Services. You agree to use the Services only in compliance with these Terms and applicable law, and in a manner that does not violate our legal rights or those of any third party(ies).

IV. Changes to the terms

Zomato may vary or amend or change or update these Terms, from time to time entirely at its own discretion. You shall be responsible for checking these Terms from time to time and ensure continued compliance with these Terms. Your use of Zomato Platform after any such amendment or change in the Terms shall be deemed as your express acceptance to such amended/changed terms and you also agree to be bound by such changed/amended Terms.

V. Translation of the terms

Zomato may provide a translation of the English version of the Terms into other languages. You understand and agree that any translation of the Terms into other languages is only for your convenience and that the English version shall govern the terms of your relationship with Zomato. Furthermore, if there are any inconsistencies between the English version of the Terms and its translated version, the English version of the Terms shall prevail over others.

VI. Provision of the services being offered by zomato

1. Zomato is constantly evolving in order to provide the best possible experience and information to its users. You acknowledge and agree that the form and nature of the Services which Zomato provides, may require effecting certain changes in it, therefore, Zomato reserves the right to suspend/cancel, or discontinue any or all products or services at any time without notice, make modifications and alterations in any or all of its contents, products and services contained on the site without any prior notice.
2. We, the software, or the software application store that makes the software available for download may include functionality to automatically check for updates or upgrades to the software. Unless your device, its settings, or computer software does not permit transmission or use of upgrades or updates, you agree that we, or the applicable software or software application store, may provide notice to you of the availability of such upgrades or updates and automatically push such upgrade or update to your device or computer from time-to-time. You may be required to install certain upgrades or updates to the software in order to continue to access or use the Services, or portions thereof (including upgrades or updates designed to correct issues with the Services). Any updates or upgrades provided to you by us under the Terms shall be considered part of the Services.
3. You acknowledge and agree that if Zomato disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content, which is contained in your account.
4. You acknowledge and agree that while Zomato may not currently have set a fixed upper limit on the number of transmissions you may send or receive through the Services, Zomato may set such fixed upper limits at any time, at Zomato's discretion.
5. By using Zomato's Services you agree to the following disclaimer: The Content on these Services is for informational purposes only. Zomato disclaims any liability for any information that may have become outdated since the last time the particular piece of information was updated. Zomato reserves the right to make changes and corrections to any part of the Content on these Services at any time without prior notice. Zomato does not guarantee quality of the Goods, the prices listed in menus or the availability of all menu items at any restaurant. Unless stated otherwise, all pictures and information contained on these Services are believed to be owned by or licensed to Zomato. Please email a takedown request (by using the "Contact Us" link on the home page) to the webmaster if you are the copyright owner of any Content on these Services and you think the use of the above material violates Your copyright in any way. Please indicate the exact URL of the webpage in your request. All images shown here have been digitized by Zomato. No other party is authorized to reproduce or republish these digital versions in any format whatsoever without the prior written permission of Zomato.
6. Zomato reserves the right to charge subscription and/or membership fees from a user, by giving reasonable prior notice, in respect of any product, service or any other aspect of the Zomato Platform anytime in future.
7. Zomato may from time to time introduce referral and/or incentive based programs for its users (Program). These Program(s) maybe governed by their respective terms and conditions. By participating in the Program, Users are bound by the Program terms and conditions as well as the Zomato Platform terms. Further, Zomato reserves the right to terminate / suspend the User's account and/or credits / points earned and/or participation of the User in the Program if Zomato determines in its sole discretion that the User has violated the rules of the Program and/or has been involved in activities that are in contravention of the Program terms and/or Zomato Platform terms or has engaged in activities which are fraudulent / unlawful in nature. Furthermore, Zomato reserves the right to modify, cancel and discontinue its Program without notice to the User.

VII. Use of services by you or user

Zomato User Account Including 'Claim Your Business Listing' Access

You must create an account in order to use some of the features offered by the Services, including without limitation to 'claim your business listing' on the Services. Use of any personal information you provide to us during the account creation process is governed by our Privacy Policy. You must keep your password confidential and you are solely responsible for maintaining the confidentiality and security of your account, all changes and updates submitted through your account, and all activities that occur in connection with your account.

You may also be able to register to use the Services by logging into your account with your credentials from certain third party social networking sites (e.g., Facebook). You confirm that you are the owner of any such social media account and that you are entitled to disclose your social media login information to us. You authorize us to collect your authentication information, and other information that may be available on or through your social media account consistent with your applicable settings and instructions.

In creating an account and/or claiming your business' listing, you represent to us that all information provided to us in such process is true, accurate and correct, and that you will update your information as and when necessary in order to keep it accurate. If you are creating an account or claiming a business listing, then you represent to us that you are the owner or authorized agent of such business. You may not impersonate someone else, create or use an account for anyone other than yourself, provide an email address other than your own, create multiple accounts or business listings except as otherwise authorized by us, or provide or use false information to obtain access to a business' listing on the Services that you are not legally entitled to claim. You acknowledge that any false claiming of a business listing may cause Zomato or third parties to incur substantial economic damages and losses for which you may be held liable and accountable.

You are also responsible for all activities that occur in your account. You agree to notify us immediately of any unauthorized use of your account in order to enable us to take necessary corrective action. You also agree that you will not allow any third party to use your Zomato account for any purpose and that you will be liable for such unauthorized access.

By creating an account, you agree to receive certain communications in connection with Zomato Platform or Services. For example, you might receive comments from other Users or other users may follow the activity to do on your account. You can opt-out or manage your preferences regarding non-essential communications through account settings.

Others Terms

In order to connect you to certain restaurants, we provide value added telephony services through our phone lines, which are displayed on the specific restaurant listing page on the Zomato Platform, which connect directly to restaurants' phone lines. We record all information regarding this call including the voice recording of the conversation between you, and the restaurant (for internal billing tracking purposes and customer service improvement at the restaurant's end). If you do not wish that your information be recorded in such a manner, please do not use the telephone services provided by Zomato. You explicitly agree and permit Zomato to record all this information when you avail the telephony services through the Zomato provided phone lines on the Zomato Platform.

You agree to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.

You agree to use the data owned by Zomato (as available on the Services or through any other means like API etc.) only for personal use/purposes and not for any commercial use (other than in accordance with 'Claim Your Business Listing' access) unless agreed to by/with Zomato in writing.

You agree not to access (or attempt to access) any of the Services by any means other than the interface that is provided by Zomato, unless you have been specifically allowed to do so, by way of a separate agreement with Zomato. You specifically agree not to access (or attempt to access) any of the Services through any automated means (including use of scripts or web crawlers) and shall ensure that you comply with the instructions set out in any robots.txt file present on the Services.

You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services). You shall not delete or revise any material or information posted by any other User(s), shall not engage in spamming, including but not limited to any form of emailing, posting or messaging that is unsolicited.

VIII. Content

Ownership of Zomato Content and Proprietary Rights

We are the sole and exclusive copyright owners of the Services and our Content. We also exclusively own the copyrights, trademarks, service marks, logos, trade names, trade dress and other intellectual and proprietary rights throughout the world (the "IP Rights") associated with the Services and Zomato Content, which may be protected by copyright, patent, trademark and other applicable intellectual property and proprietary rights and laws. You acknowledge that the Services contain original works and have been developed, compiled, prepared, revised, selected, and arranged by us and others through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money and constitutes valuable intellectual property of us and such others. You further acknowledge that the Services may contain information which is designated as confidential by Zomato and that you shall not disclose such information without Zomato's prior written consent.

You agree to protect Zomato's proprietary rights and the proprietary rights of all others having rights in the Services during and after the term of this agreement and to comply with all reasonable written requests made by us or our suppliers and licensors of content or otherwise to protect their and others' contractual, statutory, and common law rights in the Services. You acknowledge and agree that Zomato (or Zomato's licensors) own all legal right, title and interest in and to the Services, including any IP Rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated as confidential by Zomato and that you shall not disclose such information without Zomato's prior written consent. Unless you have agreed otherwise in writing with Zomato, nothing in the Terms gives you a right to use any of Zomato's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

You agree not to use any framing techniques to enclose any trademark or logo or other proprietary information of Zomato; or remove, conceal or obliterate any copyright or other proprietary notice or source identifier, including without limitation, the size, color, location or style of any proprietary mark(s). Any infringement shall lead to appropriate legal proceedings against you at appropriate forum for seeking all available/possible remedies under applicable laws of the country of violation. You cannot modify, reproduce, publicly display or exploit in any form or manner whatsoever any of the Zomato's Content in whole or in part except as expressly authorized by Zomato.

To the fullest extent permitted by applicable law, we neither warrant nor represent that your use of materials displayed on the Services will not infringe rights of third parties not owned by or affiliated with us. You agree to immediately notify us upon becoming aware of any claim that the Services infringe upon any copyright trademark, or other contractual, intellectual, statutory, or common law rights by following the instructions contained below in section XVI.

Your License to Zomato Content

We grant you a personal, limited, non-exclusive and non-transferable license to access and use the Services only as expressly permitted in these Terms. You shall not use the Services for any illegal purpose or in any manner inconsistent with these Terms. You may use information made available through the Services solely for your personal, non-commercial use. You agree not to use, copy, display, distribute, modify, broadcast, translate, reproduce, reformat, incorporate into advertisements and other works, sell, promote, create derivative works, or in any way exploit or allow others to exploit any of Zomato Content in whole or in part except as expressly authorized by us. Except as otherwise expressly granted to you in writing, we do not grant you any other express or implied right or license to the Services, Zomato Content or our IP Rights.

Any violation by you of the license provisions contained in this Section may result in the immediate termination of your right to use the Services, as well as potential liability for copyright and other IP Rights infringement depending on the circumstances.

Zomato License to Your or User Content

By submitting Your Content you hereby irrevocably grant Zomato a perpetual, irrevocable, world-wide, non-exclusive, royalty-free, sub-licensable and transferable license and right to use Your Content (including content shared by any business user having access to a 'restaurant business page' to manage claimed business listings or otherwise) and all IP Rights therein for any purpose including API partnerships with third parties and in any media existing now or in future. By "use" we mean use, copy, display, distribute, modify, translate, reformat, incorporate into advertisements and other works, promote, create derivative works, and in the case of third party services, allow their users and others to do the same. You grant us the

right to use the name or username that you submit in connection with Your Content. You irrevocably waive, and cause to be waived, any claims and assertions of moral rights or attribution with respect to Your Content brought against Zomato or its Users, any third party services and their users.

Representations Regarding Your or User Content

You are responsible for Your Content. You represent and warrant that you are the sole author of, own, or otherwise control all of the rights of Your Content or have been granted explicit permission from the rights holder to submit Your Content; Your Content was not copied from or based in whole or in part on any other content, work, or website; Your Content was not submitted via the use of any automated process such as a script bot; use of Your Content by us, third party services, and our and any third party users will not violate or infringe any rights of yours or any third party; Your Content is truthful and accurate; and Your Content does not violate the [Guidelines and Policies](#) or any applicable laws. **If Your Content is a review, you represent and warrant that you are the sole author of that review; the review reflects an actual dining experience that you had; you were not paid or otherwise remunerated in connection with your authoring or posting of the review; and you had no financial, competitive, or other personal incentive to author or post a review that was not a fair expression of your honest opinion.**

You assume all risks associated with Your Content, including anyone's reliance on its quality, accuracy, or reliability, or any disclosure by you of information in Your Content that makes you personally identifiable. While we reserve the right to remove Content, we do not control actions or Content posted by our users and do not guarantee the accuracy, integrity or quality of any Content. You acknowledge and agree that Content posted by users and any and all liability arising from such Content is the sole responsibility of the user who posted the content, and not Zomato.

Content Removal

We reserve the right, at any time and without prior notice, to remove, block, or disable access to any content that we, for any reason or no reason, consider to be objectionable, in violation of the Terms or otherwise harmful to the Services or our users in our sole discretion. Subject to the requirements of applicable law, we are not obligated to return any of Your Content to you under any circumstances. **Any review, which is derogatory, defamatory or hateful or in violation of the [Guidelines and Policies](#) and without any substantial evidence may be taken down at our sole discretion.**

Third Party Content and Links

Some of the content available through the Services may include or link to materials that belong to third parties, such as third party reservation services or online food delivery/ordering. Please note that your use of such third party services will be governed by the terms of service and privacy policy applicable to the corresponding third party. We may obtain business addresses, phone numbers, and other contact information from third party vendors who obtain their data from public sources. We have no control over, and make no representation or endorsement regarding the accuracy, relevancy, copyright compliance, legality, completeness, timeliness or quality of any product, services, advertisements and other content appearing in or linked to from the Services. We do not screen or investigate third party material before or after including it on our Services. We reserve the right, in our sole discretion and without any obligation, to make improvements to, or correct any error or omissions in, any portion of the content accessible on the Services. Where appropriate, we may in our sole discretion and without any obligation, verify any updates, modifications, or changes to any content accessible on the Services, but shall not be liable for any delay or inaccuracies related to such updates. You acknowledge and agree that Zomato is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

Third party content, including content posted by our users, does not reflect our views or that of our parent, subsidiary, affiliate companies, branches, employees, officers, directors, or shareholders. In addition, none of the content available through the Services is endorsed or certified by the providers or licensors of such third party content. We assume no responsibility or liability for any of Your Content or any third party content. You further acknowledge and agree that Zomato is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other

materials on, or available from, such web sites or resources. Without limiting the generality of the foregoing, we expressly disclaim any liability for any offensive, defamatory, illegal, invasive, unfair, or infringing content provided by third parties.

User Reviews

User reviews or ratings for Restaurants do not reflect the opinion of Zomato. Zomato receives multiple reviews or ratings for Restaurants by users, which reflect the opinions of the Users. It is pertinent to state that each and every review posted on Zomato is the personal opinion of the user/reviewer only. Zomato is a neutral platform, which solely provides a means of communication between users/reviewers including users or restaurant owners/representatives with access to restaurant business page. The advertisements published on the Zomato Platform are independent of the reviews received by such advertisers. We are a neutral platform and we don't arbitrate disputes, however in case if someone writes a review that the restaurant does not consider to be true, the best option for the restaurant representative would be to contact the reviewer or post a public response in order to clear up any misunderstandings. If the Restaurant believes that any particular user's review violates any of the Zomato's policies, the restaurant may write to us at neutrality@zomato.com and bring such violation to our attention. Zomato may remove the review in its sole discretion if review is in violation of the Terms, or content guidelines and policies or otherwise harmful to the Services

IX. Content guidelines and privacy policy

Content Guidelines

You represent that you have read, understood and agreed to our [Guidelines and Polices](#) related to Content

Privacy Policy

You represent that you have read understood and agreed to our [Privacy Policy](#). Please note that we may disclose information about you to third parties or government authorities if we believe that such a disclosure is reasonably necessary to (i) take action regarding suspected illegal activities; (ii) enforce or apply our Terms and Privacy Policy; (iii) comply with legal process or other government inquiry, such as a search warrant, subpoena, statute, judicial proceeding, or other legal process/notice served on us; or (iv) protect our rights, reputation, and property, or that of our users, affiliates, or the general public

X. Restrictions on use

Without limiting the generality of these Terms, in using the Services, you specifically agree not to post or transmit any content (including review) or engage in any activity that, in our sole discretion:

1. Violate our Guidelines and Polices;
2. Is harmful, threatening, abusive, harassing, tortious, indecent, defamatory, discriminatory, vulgar, profane, obscene, libelous, hateful or otherwise objectionable, invasive of another's privacy, relating or encouraging money laundering or gambling;
3. Constitutes an inauthentic or knowingly erroneous review, or does not address the goods and services, atmosphere, or other attributes of the business you are reviewing.
4. Contains material that violates the standards of good taste or the standards of the Services;
5. 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;
6. Accuses others of illegal activity, or describes physical confrontations;

7. Alleges any matter related to health code violations requiring healthcare department reporting. Refer to our Guidelines and Policies for more details about health code violations.
8. 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);
9. Attempts to impersonate another person or entity;
10. 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 pretenses; or (ii) disguising or attempting to disguise the IP address from which Your Content is submitted;
11. Constitutes a form of deceptive advertisement or causes, or is a result of, a conflict of interest;
12. Is commercial in nature, including but not limited to spam, surveys, contests, pyramid schemes, postings or reviews submitted or removed in exchange for payment, postings or reviews submitted or removed by or at the request of the business being reviewed, or other advertising materials;
13. Asserts or implies that Your Content is in any way sponsored or endorsed by us;
14. 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;
15. Falsely states, misrepresents, or conceals your affiliation with another person or entity;
16. Accesses or uses the account of another user without permission;
17. 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;
18. Interferes with, disrupts, or destroys the functionality or use of any features of the Services or the servers or networks connected to the Services;
19. "Hacks" or accesses without permission our proprietary or confidential records, records of another user, or those of anyone else;
20. 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);
21. Decompiles, reverse engineers, disassembles or otherwise attempts to derive source code from the Services;
22. Removes, circumvents, disables, damages or otherwise interferes with security-related features, or features that enforce limitations on use of, the Services;
23. Violates the restrictions in any robot exclusion headers on the Services, if any, or bypasses or circumvents other measures employed to prevent or limit access to the Services;
24. Collects, accesses, or stores personal information about other users of the Services;
25. Is posted by a bot;
26. Harms minors in any way;
27. 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;
28. Modifies, copies, scrapes or crawls, displays, publishes, licenses, sells, rents, leases, lends, transfers or otherwise commercialize any rights to the Services or Our Content; or
29. Attempts to do any of the foregoing.

You acknowledge that Zomato has no obligation to monitor your – or anyone else's – access to or use of the Services for violations of the Terms, or to review or edit any content. However, we have the right to do so for the purpose of operating and improving the Services (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes), to ensure your compliance with the Terms and to comply with applicable law or the order or requirement of legal process, a court, consent decree, administrative agency or other governmental body

You hereby agree and assure Zomato that the Zomato Platform/Services shall be used for lawful purposes only and that you will not violate laws, regulations, ordinances or other such requirements of any applicable Central, Federal State or local government or international law(s). You shall not upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, junk mail, spam mail, chain letters or any other form of solicitation, encumber or suffer to exist any lien or security interest on the subject matter of these Terms or to make any representation or warranty on behalf of Zomato in any form or manner whatsoever.

Any Content uploaded by you, shall be subject to relevant laws of India and of the country of use and may be disabled, or and may be subject to investigation under applicable laws. Further, if you are found to be in non-compliance with the laws and regulations, these terms, or the privacy policy of the Zomato Platform, Zomato shall have the right to immediately block your access and usage of the Zomato Platform and Zomato shall have the right to remove any non-compliant content and or comment forthwith, uploaded by you and shall further have the right to take appropriate recourse to such remedies as would be available to it under various statutes.

XI. User feedback

If you share or send any ideas, suggestions, changes or documents regarding Zomato's existing business ("Feedback"), you agree that (i) your Feedback does not contain the confidential, secretive or proprietary information of third parties, (ii) Zomato is under no obligation of confidentiality with respect to such Feedback, and shall be free to use the Feedback on an unrestricted basis (iii) Zomato may have already received similar Feedback from some other user or it may be under consideration or in development, and (iv) By providing the Feedback, you grant us a binding, non-exclusive, royalty-free, perpetual, global license to use, modify, develop, publish, distribute and sublicense the Feedback, and you irrevocably waive, against Zomato and its users any claims/assertions, whatsoever of any nature, with regard to such Feedback.

Please provide only specific Feedback on Zomato's existing products or marketing strategies; do not include any ideas that Zomato's policy will not permit it to accept or consider.

Notwithstanding the abovementioned clause, Zomato or any of its employees do not accept or consider unsolicited ideas, including ideas for new advertising campaigns, new promotions, new or improved products or technologies, product enhancements, processes, materials, marketing plans or new product names. Please do not submit any unsolicited ideas, original creative artwork, suggestions or other works ("Submissions") in any form to Zomato or any of its employees. The purpose of this policy is to avoid potential misunderstandings or disputes when Zomato's products or marketing strategies might seem similar to ideas submitted to Zomato. If, despite our request to not send us your ideas, you still submit them, then regardless of what your letter says, the following terms shall apply to your Submissions.

Terms of Idea Submission

You agree that: (1) your Submissions and their Contents will automatically become the property of Zomato, without any compensation to you; (2) Zomato may use or redistribute the Submissions and their contents for any purpose and in any way; (3) there is no obligation for Zomato to review the Submission; and (4) there is no obligation to keep any Submissions confidential.

XII. Advertising

Some of the Services are supported by advertising revenue and may display advertisements and promotions. These advertisements may be targeted to the content of information stored on the Services, queries made through the Services or other information. The manner, mode and extent of advertising by Zomato on the Services are subject to change without specific notice to you. In consideration for Zomato granting you access to and use of the Services, you agree that Zomato may place such advertising on the Services.

Part of the site may contain advertising information or promotional material or other material submitted to Zomato by third parties or Users. Responsibility for ensuring that material submitted for inclusion on the Zomato Platform or mobile apps complies with applicable international and national law is exclusively on the party providing the information/material. Your correspondence or business dealings with, or participation in promotions of, advertisers other than Zomato found on or through the Zomato Platform and or mobile apps, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, shall be solely between you and such advertiser. Zomato will not be responsible or liable for any error or omission, inaccuracy in advertising material or any loss or damage of any sort incurred as a result of any such dealings or as a result of the presence of such other advertiser(s) on the Zomato Platform and mobile application.

XIII. Additional Terms and Conditions for Users using the various services offered by Zomato:

A. ONLINE FOOD ORDERING:

1. It is the sole responsibility of participating restaurant ("Restaurant") to honor your order and deliver it to you. Zomato is only a conduit between you and the Restaurant. Zomato shall not be liable for any acts or omissions on part of the Restaurant including deficiency in service, wrong delivery of order, quality of food, time taken to deliver order, etc.
2. For the users in India, it is hereby clarified by Zomato that the liability of any violation of the Food Safety and Standards Act, 2006 and applicable rules and regulations made thereunder shall solely rest with the sellers/brand owners, vendors, Restaurant, importers or manufacturers of the food products or any Pre Packed Goods accordingly. For the purpose of clarity Pre-Packed Goods shall mean the food and beverages items which is placed in a package of any nature, in such a manner that the contents cannot be changed without tampering it and which is ready for sale to the Customer or as may be defined under the Food Safety and Standards Act, 2006 from time to time.
3. Please note that some of the food may be suitable for certain ages only. You should check the dish you are ordering and read its description, if provided, prior to placing your order. Zomato shall not be liable in the event food ordered by you does not meet your dietary or any other requirements and restrictions.
4. While placing an order you shall be required to provide certain details. You agree to take particular care when providing these details and warrant that these details are accurate and complete at the time of placing an ordering. By providing these details, you express your acceptance to Zomato's terms and privacy policies.
5. You or any person instructed by you shall not use food purchased from the online food ordering services application (the "App") for resale.
6. All prices listed on the App are correct at the time of publication, and have been placed as received from the Restaurant. While we take great care to keep them up to date, the final price charged to you by the Restaurant may change at the time of delivery. In the event of a conflict between price on the App and price charged by the Restaurant, the price charged by the Restaurant shall be deemed to be the correct price.
7. The total price for food ordered, including delivery charges and other charges, will be displayed on the App when you place your order. Users shall make full payment towards such food ordered via the App.
8. Delivery periods quoted at the time of ordering are approximate only, and may vary.
9. Personal Promo code can only be used by maximum of 50 new users.
10. **Cancellations:** Once an Order is placed by you and accepted by the Restaurant, it is not eligible for cancellation.
11. All refunds shall be processed in the same manner as they are received. Refund amount will reflect in your account based on respective banks policies.

B. BOOK SERVICE/TABLE RESERVATIONS:

1. The user can make a request for booking a table at a restaurant, offering table reservation via the Zomato Platform and related mobile or software application and such booking will be confirmed to a user by email, short message service ("SMS") and/or by any other means of communication only after the restaurant accepts and confirms the booking. The availability of a booking is determined at the time a user requests for a table reservation. By using the Zomato Book Service, users agree to receive booking confirmations by email SMS and/or by any other means of communication after booking a table through the Zomato Book Service. User further agrees not to make more than one reservation for user's personal use for the same mealtime.
2. **Fees:** Zomato does not charge any booking fee from the user for availing the Zomato Book Service. The user shall directly pay the restaurant all cost, charges and applicable taxes towards the services availed / items consumed by the users at such restaurant and as stated in the restaurant bill.

3. Modifications & Cancellations: Users must modify any confirmed booking at least 30 minutes in advance of the booking time. Users must cancel a confirmed booking that they will be unable to honor at any time before the time for which booking has been made. Any request for modification with the restaurant will be subject to the same being accepted by the restaurant. Zomato will make best endeavors to keep the user informed of the status of the user booking at the earliest.
4. Late Arrivals: Zomato advises the users to arrive 10 minutes in advance of the scheduled booking time. The restaurant reserves the right to cancel your booking and allocate the table to other guests in case of late arrivals and Zomato shall in no manner be liable for such cancellation initiated by the Restaurant.
5. Personal Information: Users will be required to share certain personal information with Zomato and/or the restaurant including but not limited to their name, phone number, email address in order to avail the Zomato Book Service and the user hereby permits Zomato to share such personal information with the restaurant for confirming such user's booking and/or such other communication relating to but not limited to the Zomato Book Service or any promotions by the restaurant. Zomato will use these details in accordance with the Privacy Policy published [here](#). Zomato will share your personal information with the restaurant for the purpose of your reservation. However, notwithstanding anything otherwise set out herein, Zomato shall in no manner be liable for any use of your personal information by such restaurant for any purpose whatsoever.
6. Additional Request: In the case of any additional request added by the user at the time of the booking, the same will be communicated to the restaurant by Zomato and confirmed to the user basis restaurant's response. While Zomato will take all the care to ensure timely communication of these requests to both the user and the restaurant, the liability to fulfill the request lies solely with the restaurant and Zomato shall in no manner be liable if the restaurant does not honor any of the confirmed additional requests of the users.
7. Call Recording: Zomato may contact via telephone, SMS or other electronic messaging or by email with information about your Zomato Book Service or any feedback thereon. Any calls that may be made by Zomato, by itself or through a third party, to the users or the restaurant pertaining to any booking requests of a user may be recorded for internal training and quality purposes by Zomato or any third party appointed by Zomato.
8. Liability Limitation: Notwithstanding anything otherwise set out herein, Zomato shall in no manner be liable in any way for any in-person interactions with the restaurant as a result of the booking or for the User's experience at the restaurant or in the event a restaurant does not honor a confirmed booking. Zomato is only a platform connecting users to the restaurant and shall not be liable for any acts or omissions on part of the restaurant including deficiency in service, quality of food, time taken to serve or any other experience of the user.
9. Contact Us: You may write to us at bookings@zomato.com for any further queries with regard to the Zomato Book Service and may also contact us on the following numbers for more information:
 - For India: 011-33107581;
 - For UAE: 04-4376083;
 - For Australia: 03-8658-3448;
 - For Manila: 02-2469069 ext: 579.

C. ZOMATO GOLD:

1. Zomato Gold is a membership based program available to select countries which allows its members to avail Zomato Gold Offer(s) (as defined below) offered by a host of restaurants which have partnered with Zomato ("Partner Restaurants").
2. Membership:
 - For users in Dubai -
As a member of Zomato Gold you will be entitled to avail Zomato Gold Offers at the Partner Restaurants ("Zomato Gold Offer(s)") based on and subject to the membership plan purchased by you via the Zomato Platform read along with these Terms. In order to avail the Zomato Gold Offer(s) you shall ensure to provide your membership

details, which shall be available on your Zomato mobile application, to the representative of the Partner Restaurant at the time of placing your order and prior to billing. The Zomato Gold Offer(s) (i) can be redeemed only at the Partner Restaurants and such Partner Restaurants may be updated from time to time; (ii) can be redeemed only in accordance to your membership plan; (iii) is not valid on home delivery or take away; (iv) cannot be clubbed with any other offers or discounts or deals or combos or buffets extended by Partner Restaurant or Zomato; and (v) is not exchangeable for cash. The member will be responsible to pay the Partner Restaurant all costs and charges payable for all the other items consumed by the members which are not covered under the Zomato Gold Offers.

- For users in Lisbon -

As a member of Zomato Gold you will be entitled to avail Zomato Gold Offers at the Partner Restaurants based on and subject to the membership plan purchased by you via the Zomato Platform read along with these Terms. In order to avail the Zomato Gold Offer(s) you shall ensure to provide your membership details, which shall be available on your Zomato mobile application, to the representative of the Partner Restaurant at the time of placing your order and prior to billing. The Zomato Gold Offer(s) (i) can be redeemed only at the Partner Restaurants and such Partner Restaurants may be updated from time to time; (ii) can be redeemed only in accordance to your membership plan; (iii) is not valid on home delivery or take away; (iv) The use of Zomato Gold requires a minimum of 2 people on the table (v) cannot be clubbed with any other offers or discounts or deals or combos or buffets extended by Partner Restaurant or Zomato; and (vi) is not exchangeable for cash. The member will be responsible to pay the Partner Restaurant all costs and charges payable for all the other items consumed by the members which are not covered under the Offers.

3. Update: The Partner Restaurants may change from time to time and the members are advised to keep a check on the updated list of Partner Restaurants from time to time at Zomato's Platform.
4. Fees: In order to avail Zomato Gold, members are required to pay a membership fee which shall be based on the membership plan opted by such member. The fee chargeable for the membership plan shall be predetermined and may be revised by Zomato at its sole discretion, from time to time. Any revision in this membership fee shall be notified to the members fifteen (15) days prior to implementing such revision.
5. Payments: To purchase and/or renew your membership plan, you can choose a payment method, as available on the 'Payment' section of the Zomato Platform. Your access to Zomato Gold shall be subject to receipt of successful payments by Zomato. The membership fee shall be inclusive of all applicable taxes. For some payment methods, the issuer may charge you certain fees, such as foreign transaction fees or other fees, relating to the processing of your payment method. Zomato shall require additional information and/or documents from you in accordance to the applicable local laws in your or as per the internal requirements of Zomato.
6. Term: These Terms will begin on the date of purchase of the membership plan and will be valid till such time your membership plan expires.
7. Renewal and Cancellation: The membership is non-transferable and non-refundable once purchased. For the avoidance of all doubts, the membership shall be automatically renewed upon expiry as per your already purchased membership plan and you authorize us to debit your payment method linked to Zomato Platform. In the event you do not wish to renew the membership, you can cancel the membership at any time prior to the expiry of your membership plan. Upon cancellation of your membership, your membership plan will not be auto-renewed and you can continue to access all the unredeemed Zomato Gold Offer(s) in your cancelled membership plan until the expiry of the validity period. To cancel your membership, you are required to go to your Zomato Gold Plan on Account page on the Zomato Platform and cancel your membership.
8. Exclusion Days: Zomato Gold Offer(s) can be used any day of the week during the opening hours of the Partner Restaurant except on Exclusion Days which can be found here. In addition the Exclusion Days mentioned herein the Zomato Gold Offer(s) shall not be extended by Partner Restaurant on the days prohibited by law or regulation and/or any other days as determined by the Partner Restaurant. Members are advised to make prior enquiry with the Partner Restaurants to confirm whether the Zomato Gold Offer(s) can be redeemed.

Exclusion Days for Dubai

No.	DATE	EVENT
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1	December 31 and January 1	New Year's Eve/Day
2	February 14	Valentine's Day
3	As per lunar calendar	Eid Al Fitr
4	As per lunar calendar	Eid Al Adha
5	December 2 and December 3	National Day
6	December 24 and December 25	Christmas Eve/Day

Exclusion Days for Lisbon

No.	DATE	EVENT
1	December 31 and January 1	New Year's Eve/Day
2	February 14	Valentine's Day
3	March 19	Father's Day
4	1st Sunday of May	Mother's Day
5	Easter Sunday	Easter
6	December 24 and December 25	Christmas Eve/Day

9. Personal Information: Members will be required to share certain personal information with Zomato including their name, phone number, email address, payment details, in order to purchase Zomato Gold. Zomato will use these details in accordance with the Privacy Policy published on www.zomato.com/privacy.
10. Disclaimer: The liability to fulfill the Zomato Gold Offer(s) rests solely with the Partner Restaurant and Zomato shall in no manner be liable if the Partner Restaurant does not honor any of the Zomato Gold Offer(s). However, in the event the Partner Restaurant refuses to honour the Zomato Gold Offer(s) in accordance with these Terms, please reach us at goldsupport@zomato.com and we shall use our best endeavour to assist you.
11. Liability Limitation: Notwithstanding anything otherwise set out herein, Zomato shall in no manner be liable in any way for any in-person interactions with representatives or staff of the Partner Restaurant or for the member's experience at the Partner Restaurant. Zomato shall in no manner be liable to the member if any outlet of Partner Restaurant temporarily or permanently shuts down its operations. Notwithstanding anything set out herein, Zomato's aggregate liability for any or all claims arising from or in connection with your use of Zomato Gold shall be limited to the membership fee paid by you at the time of purchasing the membership.
12. Assignment: Zomato may assign or transfer any of its rights or obligations under these Terms and conditions to any of its affiliates or any third party at any time.
13. Contact Us: You may contact us at goldsupport@zomato.com for any further queries with regard to these Terms and Zomato Gold.

D. ZOMATO TREATS:

- Zomato Treats is a membership based program available to select countries which allows its members to avail the Zomato Treats Offer(s) (as defined below) offered by a host of restaurants which have partnered with Zomato ("Partner Restaurants").
- Membership: Upon subscribing to Zomato Treats, you will be entitled to get a pre-determined free dessert item with every meal you order online via Zomato Platform from Partner Restaurants ("Zomato Treats Offer"). The Zomato Treats Offer (i) cannot be availed independently and shall be valid only along with every meal you order online using the Zomato

Platform from Partner Restaurants; (ii) can be redeemed only in accordance to your membership plan; and (iii) is not exchangeable for cash. You will be liable to pay the Partner Restaurant all costs and charges payable for all the other items ordered via the Zomato Platform.

3. Update: The Partner Restaurants may change from time to time and the members are advised to keep a check on the updated list of Partner Restaurants from time to time at Zomato's Platform.
4. Fees: In order to avail Zomato Treats, you are required to pay a membership fee which shall be based on the membership plan opted by such member. The fee chargeable for the membership plan shall be predetermined and may be revised by Zomato at its sole discretion, from time to time.
5. Payments: To purchase and/or renew your membership plan, you can choose a payment method, as available on the 'Payment' section of the Zomato Platform. Your access to Zomato Treats shall be subject to receipt of successful payments by Zomato. The membership fee shall be inclusive of all applicable taxes. For some payment methods, the issuer may charge you certain fees, such as foreign transaction fees or other fees, relating to the processing of your payment method. Zomato shall require additional information and/or documents from you in accordance to the applicable local laws in your or as per the internal requirements of Zomato.
6. Term: These Terms will begin on the date of purchase of the membership plan and will be valid till such time your membership plan expires.
7. Renewal and Cancellation: The membership is non-transferable and non-refundable once purchased. For the avoidance of all doubts, the membership shall be automatically renewed upon expiry as per your already purchased membership plan and you authorize us to debit your payment method linked to Zomato Platform. In the event you do not wish to renew the membership, you can cancel the membership at any time prior to the expiry of your membership plan. Upon cancellation of any renewal, your membership plan will not be auto-renewed, and you may continue to avail the unutilized Zomato Treats Offer as per your membership plan until the expiry of the validity period of such membership plan. To cancel your membership, you are required to go to your Zomato Treats Plan on Account page on the Zomato Platform and cancel your membership.
8. Personal Information: You will be required to share certain personal information with Zomato including their name, phone number, email address, payment details, in order to purchase Zomato Treats. Zomato will use these details in accordance with the Privacy Policy published here.
9. Disclaimer: The liability to fulfill the Zomato Treats Offer rests solely with the Partner Restaurant and Zomato shall in no manner be liable if the Partner Restaurant does not honour any of the Zomato Treats Offer(s) or in the event dessert item ordered under the Zomato Treats Offer is not available at the Partner Restaurants. However, in the event the Partner Restaurant refuses to honour the Zomato Treats Offer(s) in accordance with these Terms, please reach us at order@zomato.com and we shall use our best endeavour to assist you.
10. Liability Limitation: Zomato shall in no manner be liable in any way for any in-person interactions with representatives or staff of the Partner Restaurant or if any outlet of Partner Restaurant temporarily or permanently shuts down its operations. Notwithstanding anything set out herein, Zomato's aggregate liability for any or all claims arising from or in connection with your use of Zomato Treats membership plan shall be limited to the membership fee paid by you at the time of purchasing such membership.
11. Assignment: Zomato may assign or transfer any of its rights or obligations under these Terms and conditions to any of its affiliates or any third party at any time.
12. Contact Us: You may contact us at order@zomato.com for any further queries with regard to these Terms and Zomato Treats.

XIV. Disclaimer of warranties, limitation of liability, and Indemnification

Disclaimer of Warranties

YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ZOMATO, ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, BRANCHES, SUBSIDIARIES, AND LICENSORS ("ZOMATO PARTIES") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES INCLUDING MOBILE APPS AND YOUR USE OF THEM. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE ZOMATO PARTIES MAKE NO WARRANTIES OR REPRESENTATIONS THAT THE SERVICES HAVE BEEN AND WILL BE PROVIDED WITH DUE SKILL, CARE AND DILIGENCE OR ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES' CONTENT AND ASSUME NO RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES THROUGH THE ACTIONS OF ANY THIRD PARTY, (VI) ANY LOSS OF YOUR DATA OR CONTENT FROM THE SERVICES AND/OR (VII) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. THE ZOMATO PARTIES WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ZOMATO OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS. UNLESS YOU HAVE BEEN EXPRESSLY AUTHORIZED TO DO SO IN WRITING BY ZOMATO, YOU AGREE THAT IN USING THE SERVICES, YOU WILL NOT USE ANY TRADE MARK, SERVICE MARK, TRADE NAME, LOGO OF ANY COMPANY OR ORGANIZATION IN A WAY THAT IS LIKELY OR INTENDED TO CAUSE CONFUSION ABOUT THE OWNER OR AUTHORIZED USER OF SUCH MARKS, NAMES OR LOGOS.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE ZOMATO PARTIES BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES INCLUDING MOBILE APP, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVERS, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, (VI) ANY LOSS OF YOUR DATA OR CONTENT FROM THE SERVICES (VII) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE ZOMATO PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND/OR (VIII) THE DISCLOSURE OF INFORMATION PURSUANT TO THESE TERMS OR OUR PRIVACY POLICY, (IX) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL, (X) LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE SERVICES. IN NO EVENT SHALL THE ZOMATO PARTIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS.

FURTHERMORE, UNLESS OTHERWISE AGREED TO IN WRITING BY ZOMATO, THE TOTAL LIABILITY OF THE ZOMATO PARTIES TO YOU FOR ANY CAUSE OF ACTION YOU TAKE AGAINST THE ZOMATO PARTIES WILL AT ALL TIMES BE LIMITED TO ONE HUNDRED DOLLARS (\$100.00).

Some countries and jurisdictions do not allow the limitation or exclusion of consequential, direct, indirect, or other damages and to the extent you are a consumer the limitations or exclusions in this section may not apply to you.

Indemnification

You agree to indemnify, defend, and hold harmless the Zomato Parties from and against any third party claims, damages (actual and/or consequential), actions, proceedings, demands, losses, liabilities, costs and expenses (including reasonable legal fees) suffered or reasonably incurred by us arising as a result of, or in connection with: (i) Your Content, (ii) your unauthorized use of the Services, or products or services included or advertised in the Services; (iii) your access to and use of the Services; (iv) your violation of any rights of another party; or (v) your breach of these Terms, including, but not limited to, any infringement by you of the copyright or intellectual property rights of any third party. We retain the exclusive right to settle, compromise and pay, without your prior consent, any and all claims or causes of action which are brought against us. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter in which we are named as a defendant and/or for which you have indemnity obligations without our prior written consent. We will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

XV. Termination of your access to the services

You can delete your account at any time by contacting us via the "Contact Us" link at the bottom of every page or by following this process: Go to Profile > Setting > Security > click on the 'Delete Account' button and ceasing further use of the Services.

We may terminate your use of the Services and deny you access to the Services in our sole discretion for any reason or no reason, including your: (i) violation of these Terms; or (ii) lack of use of the Services. You agree that any termination of your access to the Services may be affected without prior notice, and acknowledge and agree that we may immediately deactivate or delete your account and all related information and/or bar any further access to your account or the Services. If you use the Services in violation of these Terms, we may, in our sole discretion, retain all data collected from your use of the Services. Further, you agree that we shall not be liable to you or any third party for the discontinuation or termination of your access to the Services

XVI. General terms

Interpretation:

The section and subject headings in these Terms are included for reference only and shall not be used to interpret any provisions of these Terms.

Entire Agreement and Waiver:

The Terms, together with the 'Privacy Policy' and 'Guidelines and Policies', shall constitute the entire agreement between you and us concerning the Services. No failure or delay by us in exercising any right, power or privilege under the Terms shall operate as a waiver of such right or acceptance of any variation of the Terms and nor shall any single or partial exercise by either party of any right, power or privilege preclude any further exercise of that right or the exercise of any other right, power or privilege.

Severability:

If any provision of these Terms is deemed unlawful, invalid, or unenforceable by a judicial court for any reason, then that provision shall be deemed severed from these Terms, and the remainder of the Terms shall continue in full force and effect.

Partnership or Agency:

None of the provisions of these Terms shall be deemed to constitute a partnership or agency between you and Zomato and you shall have no authority to bind Zomato in any form or manner, whatsoever.

Governing Law/Waiver:

For Users residing in the United States: These Terms shall be governed in all respects by the laws of the State of Washington as they apply to agreements entered into and to be performed entirely within the State of Washington between Washington residents, without regard to conflict of law provisions. You agree that any claim or dispute you may have against Zomato must be resolved exclusively by a state or federal court located in the Seattle, Washington. You agree to submit to the personal jurisdiction of the courts located within Seattle, Washington for the purpose of litigating all Claims that arise between You and Zomato.

For Users residing outside the United States: These Terms shall be governed by the laws of India. The Courts of law at Delhi/New Delhi shall have exclusive jurisdiction over any disputes arising under this agreement.

For all Users: YOU MUST COMMENCE ANY LEGAL ACTION AGAINST US WITHIN ONE (1) YEAR AFTER THE ALLEGED HARM INITIALLY OCCURS. FAILURE TO COMMENCE THE ACTION WITHIN THAT PERIOD SHALL FOREVER BAR ANY CLAIMS OR CAUSES OF ACTION REGARDING THE SAME FACTS OR OCCURRENCE, NOTWITHSTANDING ANY STATUTE OF LIMITATIONS OR OTHER LAW TO THE CONTRARY. WITHIN THIS PERIOD, ANY FAILURE BY US TO ENFORCE OR EXERCISE ANY PROVISION OF THESE TERMS OR ANY RELATED RIGHT SHALL NOT CONSTITUTE A WAIVER OF THAT RIGHT OR PROVISION.

Carrier Rates may Apply:

By accessing the Services through a mobile or other device, you may be subject to charges by your Internet or mobile service provider, so check with them first if you are not sure, as you will be solely responsible for any such costs incurred.

Linking and Framing:

You may not frame the Services. You may link to the Services, provided that you acknowledge and agree that you will not link the Services to any website containing any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful topic, name, material, or information or that violates any intellectual property, proprietary, privacy, or publicity rights. Any violation of this provision may, in our sole discretion, result in termination of your use of and access to the Services effective immediately.

XVII. Notice of copyright infringement and grievance redressal mechanism

Zomato shall not be liable for any infringement of copyright arising out of materials posted on or transmitted through the Zomato Platform, or items advertised on the Zomato Platform, by end users or any other third parties. We respect the intellectual property rights of others and require those that use the Services to do the same. We may, in appropriate circumstances and at our discretion, remove or disable access to material on the Services that infringes upon the copyright rights of others. We also may, in our discretion, remove or disable links or references to an online location that contains infringing material or infringing activity. In the event that any users of the Services repeatedly infringe on others' copyrights, we may in our sole discretion terminate those individuals' rights to use the Services. If you believe that your copyright has been or is being infringed upon by material found in the Services, you are required to follow the below procedure to file a notification:

- Identify in writing the copyrighted material that you claim has been infringed upon;
- Identify in writing the material on the Services that you allege is infringing upon copyrighted material, and provide sufficient information that reasonably identifies the location of the alleged infringing material (for example, the user name of the alleged infringer and the business listing it is posted under);
- Include the following statement: "I have a good faith belief that the use of the content on the Services as described above is not authorized by the copyright owner, its agent, or law";
- Include the following statement: "I swear under penalty of perjury that the information in my notice is accurate and I am the copyright owner or I am authorized to act on the copyright owner's behalf";
- Provide your contact information including your address, telephone number, and e-mail address (if available);
- Provide your physical or electronic signature;

Send the written communication to:

For Users residing in the United States:

Grievance Redressal Officer
Zomato USA, LLC
601 S. Cedar Street, Suite 111
Charlotte, NC 28202
Email address: legal@zomato.com

For Users residing outside the United States:

Ms. Anushree Bhog
Grievance Redressal Officer
Zomato Media Private Limited
22nd Floor, One Horizon Centre,
Golf Course Road, DLF Phase V, Gurgaon, Haryana - 122003
Email address: legal@zomato.com

You may be subject to liability if you knowingly make any misrepresentations on a take-down notice.