

User Terms & Conditions for Zomato Gold

1. Overview:

Zomato Gold is a membership based program available to select countries which allows its members to avail Offer(s) (as defined below) offered by a host of restaurants which have partnered with Zomato (“**Partner Restaurants**”). In these Terms “**Zomato**” and “**we**” shall mean Zomato Media Private Limited and/or its affiliates and “**you**” and “**member(s)**” shall mean any user(s) who have purchased the membership of Zomato Gold via our website www.zomato.com and mobile application (collectively known as the “**Zomato Platform**”). By accessing or availing Zomato Gold, (i) you acknowledge that you have read, understood and agreed to be bound by these Terms, and (ii) you represent and warrant that you are of legal age and not prohibited by law from purchasing or using the Offers extended under Zomato Gold. Zomato reserves its right to update or revise these Terms from time to time.

2. Membership:

As a member of Zomato Gold you will be entitled to avail offers at the Partner Restaurants (“**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 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 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 against the offer variant (1 +1 on Food or 2+2 on Drinks) valid at each restaurant, and the Offer valid at each restaurant can change from time to time; (iii) can be redeemed only in accordance to your membership plan; (iv) can be redeemed at each Partner Restaurant not more than once in a day (v) is not valid on home delivery or take away; (vi) the use of Zomato Gold requires a minimum of 2 people on the table (vii) cannot be clubbed with any other offers or discounts or deals or combos or buffets extended by Partner Restaurant or Zomato; and (viii) is not exchangeable for cash (ix) the Offer on drinks is not valid on pitchers, buckets and full bottles of drink(s); (x) the Offer on food is not valid on set menus, special menus, buffets and thalis; (xi) the complimentary drinks under the Offer on drinks shall be the same drink; and (xii) the complimentary dish under the Offer on food shall be of the same or lesser value. 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 and the Gold offer variant (Food or Drinks) valid at each restaurant may change from time to time and the members are advised to keep a check on the updated list of Partner Restaurants and Offers valid at each restaurant from time to time on 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 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:

Offer 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 Offer 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 Offer can be redeemed.

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. Call Recording:

Zomato may contact Members via telephone, SMS or other electronic messaging or by email with information about your Zomato Gold experience or any feedback thereon. Any calls that may be made by Zomato, by itself or through a third party, to the Members or the

restaurant pertaining to the experience of a user may be recorded for internal training and quality purposes by Zomato or any third party appointed by Zomato.

11. Disclaimer:

The liability to fulfill the Offer rests solely with the Partner Restaurant and Zomato shall in no manner be liable if the Partner Restaurant does not honor any of the Offer(s). The Restaurant Partner reserves the right to refuse service to anyone in accordance with its policies. However, in the event the Partner Restaurant refuses to honour the Offer(s) in accordance with these Terms, please reach us via chat support on the Zomato app or write to us at gold@zomato.com and we shall use our best endeavor to assist you.

12. 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.

13. 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.

14. Governing Law:

These Terms shall be governed and construed in accordance to the laws prevalent in India. The courts of New Delhi shall have jurisdiction over any disputes arising under these Terms.

15. Contact Us:

The Zomato Gold is operated by Zomato Media Private Limited and/or its affiliates having its registered office at GF-12A, 94, Meghdoot, Nehru Place, New Delhi – 110 019. These Terms will govern your use of the Zomato Gold as provided to you by Zomato. You may contact us via chat support on the Zomato app or write to us at gold@zomato.com for any further queries with regard to these Terms and Zomato Gold.

Exhibit A

Exclusion Days for India

NO.	DATE	EVENT
1	14 th Feb	Valentine's Day
2	24 th December	Christmas Eve

3	25 th December	Christmas Day
4	31 st December	New Year's Eve
5	1 st January	New Year's Day