

NOTE: These are the TnC of ZOMATO. I've used this for just sample purpose.

DELIVERY PARTNER TERMS AND CONDITIONS

This document is an electronic record in terms of Information Technology Act, 2000 and rules thereunder as applicable and the provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures. By clicking on the "I ACCEPT" button, You are consenting to be bound by these Delivery Partner T&C for using the Zomato DP Platform for the purpose of receiving orders and delivering the food and beverages to the Users. PLEASE ENSURE THAT YOU READ AND UNDERSTAND ALL THESE DELIVERY PARTNER T&C BEFORE YOU USE THE SERVICE OF THE ZOMATO DP PLATFORM, AS YOU SHALL BE BOUND BY ALL THE DELIVERY PARTNER T&C CONTAINED HEREIN upon clicking on the "I ACCEPT" button. If You do not accept any of the Delivery Partner T&C, please do not use the Zomato DP Platform or avail any of the services being provided therein. YOUR AGREEMENT TO THE DELIVERY PARTNER T&C SHALL OPERATE AS A BINDING AGREEMENT BETWEEN YOU AND ZOMATO IN RESPECT OF THE SERVICES OF THE ZOMATO DP PLATFORM.

Your engagement with Zomato to use the services of the Zomato DP Platform are subject to your acceptance of these Delivery Partner T&C. Zomato reserves the right, at its sole discretion, to change, modify, add or remove these Delivery Partner T&C, in part or in whole, at any time, without prior notice to You. It is Your responsibility and duty to check the Delivery Partner T&C periodically for changes. Your continued use of the Zomato DP Platform following the posting of changes will mean that You accept and agree to the changes. As long as You comply with these Delivery Partner T&C, Zomato grants You a personal, non-exclusive, non-transferable, limited privilege to enter and use the service on the Zomato DP Platform.

1. DEFINITIONS

"Acceptance" means your affirmative action of clicking on the box against the words **" I Accept"** provided at the end of these Delivery Partner T&C, by which action, you unequivocally accept the Delivery Partner T&C and any modifications thereof;

"Agreement" shall mean the Delivery Services Availability Agreement executed between Zomato and the Delivery Partner pursuant to which the Delivery Partner has agreed to undertake Delivery Services;

"Applicable Law" shall mean and include any law, statute, ordinance, rule, regulation, guideline, policy or other pronouncement having the effect of law in India, as in effect or which may come in effect on a future date;

"Delivery Partner" or **" You"** or **" Your"** or **" Yourself"** shall mean an individual who has executed Agreement for the provision of Delivery Services;

"Delivery Partner Information" shall mean and include any personal data collected from the Delivery Partner including know your customer documents with Delivery Partner's bank, copies of valid government issued vehicle registration certificate, vehicle insurance copy, driving license, identity proof, residence proof, location data, proof of ownership of Delivery Partner Vehicle and any other information that Zomato may deem fit;

"Delivery Partner Vehicle" shall have the meaning assigned to it in Clause 5(i);

"Delivery Services" shall mean either or both of the following as the context may require:

- a. The services provided by the Delivery Partner to Zomato of making himself available on the Zomato DP Platform for the purpose of receiving orders placed by the Users;

- b. The delivery services provided by the Delivery Partner to the Users whereby the Delivery Partner collects the food and beverages ordered by the Users and delivers the same to the Users.

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

"Lead Business Associate" shall mean a person designated by Zomato responsible for ensuring all questions and queries of Delivery Partners operating within a defined territorial area are answered as well as providing all necessary operational support that such Delivery Partners may require;

"Platform Services" shall have the meaning assigned to it in the Agreement;

"Termination Date" shall mean the date on which these Delivery Partner T&C and the Agreement shall stand terminated;

"Terms and Conditions" or **" Delivery Partner T&C"** refers to these Delivery Partner Terms and Conditions, which are available on the Zomato DP Platform, as may be amended from time to time;

"Restaurant Partner" shall have the meaning assigned to it in the Agreement.

"Zomato" or **" We"** or **" Us"** or **" Our"** shall mean Zomato Media Private Limited, a company incorporated under the Companies Act, 1956, and having its registered office at Ground Floor, 12A, 94 Meghdoot, Nehru Place, New Delhi - 110019 which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include all our successors, affiliates and assigns;

"Zomato DP Platform" shall have the meaning assigned to it in the Agreement. It shall also include for all purposes the mobile interface provided to the Delivery Partner wherein all the back-end technology is incorporated to enable the Delivery Partner to provide Delivery Services as well as enable Zomato, to track the orders and other relevant information;

1. Unless the context of these Delivery Partner T&C otherwise requires:

- i. A word or an expression, which denotes a natural person shall include an artificial person (*and vice versa*), any one gender shall include the other genders, the singular shall include the plural (*and vice versa*).
- ii. Heading and bold typeface in these Delivery Partner T&C are for convenience only and shall be ignored for the purposes of interpretation.
- iii. The use of the word "including" followed by a specific example(s) in these Delivery Partner T&C, shall not be construed as limiting the meaning of the general wording preceding it.
- iv. The rule of construction, if any, that a contract should be interpreted against the parties responsible for drafting and preparation thereof, shall not apply.
- v. Reference to any clause, article, section or schedule shall mean a reference to a clause, article, section or schedule of these Delivery Partner T&C, unless specified otherwise.
- vi. Reference to any Applicable Law shall mean a reference to that law as amended, consolidated, supplemented or replaced.

2. **APPLICABILITY OF DELIVERY PARTNER T&C**

These Delivery Partner T&C together with the Agreement shall form the complete understanding between the Parties. By accepting these Delivery Partner T&C, You acknowledge and agree to the Delivery Partner T&C and Zomato policies that Zomato makes applicable to You from time to time, to the fullest extent possible.

Unless defined herein, the words, phrases and capitalized terms, which are contained or referred to in these Delivery Partner T&C, shall be construed as having the meaning thereby attributed to them in the Agreement.

3. SERVICE AND CHARGES

- i. Subject to terms and conditions contained in these Delivery Partner T&C and the Agreement, the Delivery Partner agrees to make himself available on the Zomato DP Platform to undertake Delivery Services as and when a request for the same is placed by a User through the Zomato DP Platform, and to provide Delivery Services to the Users to the best of his abilities.
- ii. Delivery Partner agrees and acknowledges that the upon acceptance of an order by the Delivery Partner, Delivery Services undertaken by him shall constitute a separate contract for services under the Consumer Protection Act, 2019 or any successor legislations, between the Delivery Partner and the User, to which Zomato is not a party.
- iii. At the time of availing the Platform Services for the first time from Zomato, the Delivery Partner shall, at the discretion of Zomato, be required to pay either (i) an onboarding fee ("**Onboarding Fee**") to Zomato of such amount and in such manner as prescribed by Zomato from time to time, or (ii) an interest free refundable security deposit ("**Security Deposit**") to Zomato, of such amount and in the manner prescribed by Zomato from time to time. In addition, Zomato shall charge additional fees from the Delivery Partner for any additional training and support services provided by Zomato ("**Training and Support Fees**"). To enable the Delivery Partner to render Delivery Services, Zomato may provide the Delivery Partner with certain assets including, but not limited to, the Zomato DP Platform on the Delivery Partner's smart phone; bags etc. Upon termination of these Delivery Partner T&C and the Delivery Service Agreement, the Security Deposit, if any, shall be refunded to the Delivery Partner by the Zomato after the assets are returned to the Zomato in usable condition. In the event the asset returned by the Delivery Partner is not in usable condition, Zomato shall deduct such amount as provided in Annexure A hereto. The Parties understand that the decision of Zomato whether an asset is usable or not shall be final and binding on the Delivery Partner.
- iv. The Delivery Partner shall, at the discretion of Zomato, be required to either pay the Onboarding Fee or deposit the Security Deposit which is prescribed at the time of his joining in the city of his joining.
- v. In consideration of Zomato making the Zomato DP Platform available to You, Zomato, at its discretion, may charge fee for providing the Platform Services ("**Platform Charges**"), which shall be notified to You by such means as Zomato may deem fit. Your continuous use of the Zomato DP Platform and the Platform Services after such notification shall be deemed to be acceptance of the Platform Charges by You. The Platform Charges may be revised by Zomato, at its discretion, from time to time, without any notice.
- vi. The amount of Training and Support Fees, Onboarding Fee, Security Deposit and the Platform Charges shall be determined by Zomato and may be revised from time to time at the sole discretion of Zomato.
- vii. The Delivery Partner shall create a log-in ID on the Zomato DP Platform to be able to render Delivery Services. The Delivery Partner acknowledges that the sign-in details, including the username and password, are confidential and, accordingly, shall not share them with any third party, without written approval from Zomato.
- viii. The Delivery Partner shall have access to the Zomato DP Platform at all times unless there is a technical glitch or if the Zomato DP Platform is being updated. Once logged-in, the Delivery Partner shall remain available and shall be able to connect with the Users for the purpose of receiving orders placed by the Users and undertaking Delivery Services in connection with the same.
- ix. The Delivery Partner confirms and acknowledges that by logging-in on the Zomato DP Platform, he agrees to be tracked by Zomato via GPS enabled tracking technology and Zomato may share this information with Users on a real-time basis for the purpose of enabling the status of the Delivery Services being provided by the Delivery Partner to the Users. The Delivery Partner further agrees that logging-in on the Zomato DP Platform shall be deemed acceptance of the Delivery Partner's intention to accept orders of Users to render the Delivery Services mentioned herein.

- x. All reasonable attempts shall be made by the Delivery Partner to collect the order from the Restaurant Partners and deliver it to the Users, as quickly and efficiently as possible.
- xi. In consideration for the Delivery Services provided by the Delivery Partner to the Users of delivering food and beverages to the Users, the Delivery Partner may charge the Users a service fee ("**Delivery Charges**"), subject to such Delivery Charges being accepted by the User at the time of placement of the order. The Delivery Charges shall be agreed between the Delivery Partner and Zomato from time to time, in the manner provided under these Delivery Partner T&C.
- xii. In order to incentivize the Delivery Partner for the availability committed by him/her on the Zomato DP Platform to undertake Delivery Services as and when he is connected to a User, Zomato may, at its discretion, pay the Delivery Partner a fee ("**Availability Fee**"), in addition to the Delivery Charges collected by the Delivery Partner from the Users.
- xiii. Notwithstanding anything to the contrary under Clause 3(ix) above, the Delivery Partner hereby absolutely, unconditionally and irrevocably authorizes Zomato to determine the amounts chargeable by the Delivery Partner as Delivery Charges, through such means as Zomato may determine, including real-time analysis of the demand for Delivery Services, the availability of delivery partners on the Zomato DP Platform to provide Delivery Services to the Users, traffic and weather conditions, seasonal peaks and such other factors as Zomato may deem fit, and you agree that the Delivery Charges may be revised from time to time on the basis of one or more of these factors. Zomato shall, from time to time and through such means as Zomato may deem fit, notify You the Delivery Charges that You may charge the Users.
- xiv. You shall not charge the Users any amount over and above the amount of Delivery Charges agreed between You and Zomato under these Delivery Partner T&C.
- xv. You hereby authorize Zomato to collect from the Users, on your behalf, the Delivery Charges charged by You to the Users for undertaking Delivery Services, which shall be remitted to you on a weekly basis through such mode and on such day(s) of a week as Zomato may from time to time decide.
- xvi. Zomato may, at its discretion, pay the Delivery Partner an additional amount and/or incentive (in addition to what Zomato collects from the Users) for the Delivery Services provided by the Delivery Partner using the Zomato DP Platform..
- xvii. Zomato may, at any time: (a) set off and deduct any amounts due from, payable by or proposed to be paid by Zomato to the Delivery Partner, including the Delivery Charges collected by Zomato from the Users on behalf of the Delivery Partner and the Availability Fee; and (b) apply such amounts towards any amounts due from, or payable by the Delivery Partner under or in connection with the Agreement and the Delivery Partner T&C, including without limitation the Platform Charges. Zomato shall have the right and the obligation to pay only such amounts due and payable by Zomato to the Delivery Partner, if any amount so remains due and payable after such set off, deduction and application as set out under this Clause 3(xvii). Nothing in this Clause 3(xvii) shall prejudice any right or remedy available to Zomato, whether under contract, law or equity to recover any amounts due from, or payable by the Delivery Partner under or in connection with the Agreement and the Delivery Partner T&C, whether such amounts arise under contract, tort, statute or equity.
- xviii. Notwithstanding anything contained in these Delivery Partner T&C, there shall be no obligation on the Delivery Partner to be available on Zomato DP Platform for a minimum number of hours/days. The Delivery Partner acknowledges that he has flexible timings and can chose to log-in the Zomato DP Platform anytime he wants and for howsoever long he wants, at his sole discretion. Zomato shall also not supervise the actions and conduct of the Delivery Partners unless they are in gross violation of their duty to render Delivery Services under these Delivery Partner T&C or the Agreement. All queries and questions raised by the Delivery Partner, including but not limited to how to collect an order from the outlet of a Restaurant Partner, directions for the delivery address, manner to keep and store the food and beverages while in transit shall be directed to a Lead Business Associate for the particular area from where the Delivery Partner is operating to render the Delivery Services.

4. **Tax**

- i. You authorize Zomato to make Tax Deduction at Source (TDS) as per the Income Tax Act, 1961, where applicable, and other applicable taxes from the amount paid or remitted to You under the Agreement or these Delivery

Partner T&C, including the Delivery Charges collected by Zomato on your behalf from the Restaurant Partners and the Users, which includes the following:

- ii. In case any withholding tax has to be deducted from the Delivery Charges or any amount payable by Zomato under the Agreement and these Delivery Partner T&C, the Company shall deduct the same and provide the Business Associate with adequate proof of depositing the said withholding tax with the Indian tax authorities in accordance with the Income Tax Act, 1961. If Zomato is required to withhold any payment under Applicable Law from any amount due or payable to the Delivery Partner under or in connection with the Agreement and the Delivery Partner T&C, Zomato shall be entitled to deduct the same and deal with it in such manner as may be required under Applicable Law.
- iii. Zomato shall raise a tax invoice containing such particulars as may be prescribed under the Goods and Service Tax Act, 2017 and the rules made thereunder, as amended from time to time for any amount charged to you by Zomato including the Platform Charges. The Platform Charges shall be inclusive of applicable taxes.

5. OBLIGATIONS OF DELIVERY PARTNER

- i. Delivery Partner makes himself/herself available to undertake Delivery Services as and when a request for the same is placed by User through the Zomato DP Platform.
- ii. If required, the Delivery Partner shall use his personal vehicle ("**Delivery Partner Vehicle**") for providing Delivery Services. No vehicle of any kind shall be provided by Zomato under any circumstances.
- iii. The Delivery Partner shall ensure that the Delivery Partner Vehicle is well maintained and in good condition so that there are no delays in rendering Delivery Services.
- iv. All expenses incurred in maintaining, running and riding the Delivery Partner Vehicle shall be borne exclusively by the Delivery Partner unless otherwise agreed by Zomato.
- v. The Delivery Partner shall hold and possess a valid driving license and a valid registration number for the Delivery Partner Vehicle, if required under the Applicable Law for the vehicle used by the Delivery Partner for providing Delivery Services, which are up to date and in subsistence throughout the Term of these Delivery Partner T&C. Copies of the driving license as well as the registration certificate of the Delivery Partner Vehicle, including any other Delivery Partner Information, shall be handed to the Zomato before commencing Delivery Services or at any other time deemed appropriate by Zomato.
- vi. The Delivery Partner shall have a valid and adequate insurance coverage to the Delivery Partner Vehicle. Delivery Partner shall ensure that the insurance is valid, up to date and in subsistence throughout the Term of these Delivery Partner T&C. A copy of the insurance policy shall be given by the Delivery Partner to the Zomato. The Delivery Partner further confirms that all premium payments towards the insurance policy shall be paid exclusively by the Delivery Partner. Under no circumstances shall Zomato be liable to make any payment with respect to such insurance.
- vii. During the course of undertaking Delivery Services, the Delivery Partner shall conduct himself with honesty, discipline and in accordance with the policies and instructions of the Zomato, whether presently in force or adopted in the future, including but not limited to safety, driving rules, etc. The Delivery Partner shall also comply with all Applicable Law including the provisions of the Motor Vehicles Act, 1988 and its corresponding rules.
- viii. Delivery Partner shall not commit any fraud while providing Delivery Services or otherwise commit any act or omission, to gain any undue advantage. Delivery Partner agrees and acknowledges that in case Zomato believes that the Delivery Partner has committed any of the foregoing while undertaking Delivery Services, Zomato shall, in addition to its right to terminate the Agreement and these Delivery Partner T&C, in its sole discretion reserve the right to (a) disable the Delivery Partner from undertaking Delivery Services through the Zomato DP Platform for such time as it deems fit and /or (b) deduct the undue gain made by the Delivery Partner through the fraudulent orders from the payout including incentives thereof and/or the Security Deposit, if any. This right to withhold payout including incentives thereof may also be exercised by Zomato in the event service parameter guidelines, as prescribed by the Zomato from time to time, is not met.
- ix. At no time whatsoever shall the Delivery Partner tamper, damage, open or do anything to the food and beverages orders of the Users that he/she is not specifically permitted to do. In case Zomato suffers any loss due to the Delivery Partner tampering, damaging or opening the packaging of food and beverages orders of the Users,

Zomato shall have the right to recover any loss, if any, from the payments required to be made by Zomato to the Delivery Partner under the Agreement or these Delivery Partner T&C.

- x. Where the Delivery Partner is required, under instructions from Zomato, to use his personal cash for the purpose of paying the Restaurant Partner to pay the Restaurant Partner for the value of the order for a cash on delivery order, then, the Delivery Partner shall collect the original receipt from the Restaurant Partner and re-collect his payment from the User by handing the original receipt. Without prejudice to the preceding sentence of this Clause 5(x), any amount collected by the Delivery Partner from the Users, on behalf of, and due to Zomato, shall be deposited by the Delivery Partner with Zomato in such manner and at such frequencies as Zomato may instruct from time to time.
- xi. Notwithstanding Clause 5(x), where the Delivery Partner is required to collect the value of the order from the User but is not required to pay the value of the order to the Restaurant Partner, then any amount collected by the Delivery Partner from the Users, on behalf of and due to Zomato, shall be deposited by the Delivery Partner with Zomato in such manner and at such frequencies as Zomato may instruct from time to time.
- xii. The Delivery Partner shall maintain the welcome kit in good condition at all times and immediately return it to Zomato, upon the termination of these Delivery Partner T&C. In the event the assets is not returned in a condition acceptable to the Zomato or not returned at all, Zomato retains the right to set-off the value of the welcome kit against the Security Deposit (if any) and / or payments required to be made by Zomato to the Delivery Partner under the Agreement or these Delivery Partner T&C.
- xiii. The Delivery Partner shall undertake the Delivery Services by himself and shall not delegate the same to any individual or third party.
- xiv. The welcome kit shall be used in a prudent manner, so as not to destroy or damage any of its contents. Upon receiving any order to render Delivery Services after logging-in the Zomato DP Platform, the Delivery Partner shall act and perform his role in an ethical manner and to the best of his abilities by ensuring a timely pick-up and delivery. In case of any delays due to traffic, the Delivery Partner shall inform the Restaurant Partner and the User and follow instructions as given by them.
- xv. The Delivery Partner acknowledges that the goodwill and reputation of Zomato is at stake with how effectively and efficiently the Delivery Partner renders Delivery Services pursuant to these Delivery Partner T&C. Accordingly, the Delivery Partner shall not do any act that adversely affects Zomato and undertakes to be in compliance with Applicable Law at all times and protect the brand image, business reputation or any other asset/property of Zomato.
- xvi. While logged-in the Zomato DP Platform, the Delivery Partner shall not engage in any illegal activity or perform any actions that are contrary to Applicable Law.
- xvii. All Confidential Information procured shall at all times be kept confidential and used only for the limited permitted purposes of rendering Delivery Services.
- xviii. The Delivery Partner is not entitled to claim reimbursement of hospitalization/ hospital bills that may be incurred by the Delivery Partner while rendering Delivery Services or incurred by his family members for any unfortunate accidents or severe illness, during the subsistence of Agreement and these Delivery Partner T&C.

6. OBLIGATIONS OF ZOMATO

- i. Zomato shall endeavor to take reasonable and financially prudent measures to ensure sufficient flow of orders from Users to the Delivery Partner.
- ii. All Delivery Partner Information procured shall be kept confidential and used only as per these Delivery Partner T&C and the Agreement.
- iii. Zomato shall make all reasonable efforts to ensure that the Zomato DP Platform is running at all times. However, it shall not be liable for any technical glitches or updates due to which a Delivery Partner is unable to log-in the Zomato DP Platform or receive orders.

7. DELIVERY PARTNER INFORMATION

- i. Zomato may collect Delivery Partner Information at the time of execution of these Delivery Partner T&C or at any time thereafter, to establish the identity of the Delivery Partner. Zomato reserves the right to store, process,

access and use the Delivery Partner Information for business purposes and needs, background check, verification, marketing, service, development, analytics, research, and any other purpose as Zomato may deem fit and in accordance with Applicable Law. The Delivery Partner hereby expressly consents to such collection and use of Delivery Partner Information.

- ii. Subject to Applicable Law, Zomato may provide to a third party, governmental agency, judicial body, any Delivery Partner Information or information relating to Delivery Partner Services, if there is a complaint, dispute or conflict, including any accident involving a Delivery Partner on one hand and end-consumer, or a third party on the other hand;

8. INTELLECTUAL PROPERTY RIGHTS

- i. The Parties hereby agree that all Intellectual Property Rights shall be in absolute ownership, possession and control of Zomato and the Delivery Partner is only permitted to use such Intellectual Property Rights in connection with Delivery Services rendered under these Delivery Partner T&C as are specifically permitted by the Zomato. The Parties hereby clarify that no license or rights is granted in the Intellectual Property Rights to the Delivery Partner under these Delivery Partner T&C, by implication or otherwise.
- ii. Notwithstanding anything contained in these Delivery Partner T&C, in the event the Delivery Partner uses the Intellectual Property Rights in such manner so as to license, sub-license, create derivative Intellectual Property Rights, use it otherwise not being in connection with Delivery Services rendered under these Delivery Partner T&C, the same shall constitute a breach of these Delivery Partner T&C and Zomato reserves its rights to resort to legal proceedings against the Delivery Partner for recovering damages and losses suffered or likely to be suffered.

9. REPRESENTATIONS AND WARRANTIES

9.1 The Delivery Partner represents and warrants as follows:

- i. The Delivery Partner is capable of entering in the present Agreement, pursuant to the Indian Contract Act, 1872 and is not below the age of 18 years as on the Effective Date.
- ii. All Delivery Partner Information provided shall be true and correct and no information that could impact the Delivery Partner's performance to render Delivery Services pursuant to these Delivery Partner T&C and shall not be hidden from the Zomato anytime during the subsistence of these Delivery Partner T&C.
- iii. The Delivery Partner has not been convicted by any court in India or any other country of any crimes including but not limited to involving moral turpitude. Further, the Delivery Partner is not a party to any pending litigation, which shall materially affect Your obligations under these Delivery Partner T&C.

9.2 Zomato hereby represents and warrants as follows:

- i. It is fully capable of executing these Delivery Partner T&C and Delivery Service Agreement and has the necessary authority.
- ii. It shall not exercise operational supervision on the activities of the Delivery Partner as they are free to determine how to render Delivery Services so long as the Zomato's reputation and goodwill is not damaged.

10. TERMINATION

10.1 Zomato reserves the right to terminate these Delivery Partner T&C and/or the Agreement and deny the Delivery Partner access to Zomato DP Platform at any time for any reason. The date on which the Delivery Partner's access to the Zomato DP Platform is intentionally blocked by the Zomato shall be considered as the Termination Date of these Delivery Partner T&C and the Agreement.

10.2 Without prejudice to the generality of the foregoing clause, Zomato reserves the right to terminate these Delivery Partner T&C and the Agreement with immediate effect for:

- i. Any breach of the terms of these Delivery Partner T&C or the Agreement by the Delivery Partner;
- ii. failure to verify or authenticate Delivery Partner Information; and
- iii. any action or omission by the Delivery Partner which can cause legal or contractual liability for Zomato including but not limited to fraudulent conduct, customer complaints, continuous unsatisfactory reviews by the Restaurant Partners or the Users, misconduct, negligence, and all other actions specifically prohibited under Applicable Law.
- iv. Zomato is also at liberty to terminate the contract at their discretion, where, in their opinion, continuance of the services of Delivery Partner is detrimental to the business interest of Zomato due to the acts of the Delivery Partners, such as the following:
 - a. Misbehavior, rude behavior with the staff of Zomato, Restaurant Partners, Users or any other persons associated with the Zomato.
 - b. Any acts involving criminal offence punishable under law, including physical assault, threatening any of the staff of Zomato, person associated with Zomato and any other persons.
 - c. Concealment of fact / material information while entering into contract with Zomato.
 - d. Poor & irregular for work, meetings and failure to abide by the rules / terms of contract.
 - e. Drunk while on duty and drunken behavior.
 - f. Poor performance for two consecutive weeks. Performance includes - daily productivity, login hour, idle hours, number of deliveries completed, quality standards such as denying/ fast forwarding/ cancelling the order placed by a Restaurant Partner.
 - g. Commission of fraud/ misappropriation/embezzlement for undue monetary gain, which is against the interest of the Zomato.
 - h. Negligence in performing the duty, causing damage of moveable and immoveable assets of Zomato, its employees, Users.
 - i. Indulging in spreading content through digital media, social networking sites, or any other form, which could be detrimental to Zomato's brand and its image.
 - j. Indulging in acts such as creating ruckus/ strike/ or any activity against Zomato, which could be detrimental to the Zomato's brand and its image.
 - k. Indulging in unauthorized disclosure of Confidential Information of Zomato to external agency, person, Zomato or organization.
 - l. Misuse of assets provided by Zomato and welcome kits, which could be detrimental to the interest of Zomato's brand and its image.
 - m. Absconding for more than 4 hours with any asset, delivery item, money or any other valuable item belonging to Zomato, its employees, Users, Restaurant Partner(s) and/ or other staff member(s).
 - n. Failure to abide by any of the rules and guidelines given by Zomato as part of service quality standards and principles.
 - o. Doing any act unbecoming of a Delivery Partner.

- p. In case the background check, whether wholly or partially, is found negative at any point of time during the term of these Delivery Partner T&C.

10.3 Upon termination of these Delivery Partner T&C and the Agreement, the Delivery Partner shall return the assets, within 24 hours from the Termination Date. In case the Delivery Partner fails to do so, Zomato shall forfeit the Security Deposit (if any) and shall further reserve the right to set-off the cost of assets against the payments required to be made by Zomato to the Delivery Partner under the Agreement or the Delivery Partner T&C.

10.4 Notwithstanding anything contained in this Clause, Zomato reserves the right to recover any amounts due and owed by the Delivery Partner and take appropriate legal actions that may be available under Applicable Law and equity for recovery of any amounts due.

10.5 In the event, the Delivery Partner leaves or absconds, the provision of Clauses 9.3, 9.4 or Annexure A to these Delivery Partner T&C shall apply.

10.6 In case the Delivery Partner intends to terminate these Delivery Partner T&C and the Agreement on his own, he has to intimate Zomato in advance by giving a fifteen (15) days prior notice in writing, his intention to terminate the contract.

11. COMPLIANCE WITH APPLICABLE LAW

The Delivery Partner agrees and consents to comply with all Applicable Law at all times while providing the Delivery Services and while accessing the Zomato DP Platform.

12. AMENDMENT

Zomato reserves the right to change, modify, reinstate, amend or delete any terms and conditions contained in these Delivery Partner T&C, without prior notice, at any time and in its sole discretion, by posting a change notice or a new agreement on the Zomato DP Platform. The Delivery Partner shall be responsible for keeping himself apprised and informed of the revised terms and conditions at all times.

13. RELATIONSHIP OF THE PARTIES

The Delivery Partner is an independent business contractor and this Delivery Partner T&C is a principal-to-principal contract. It shall not create any partnership, joint venture, employment, agency, franchise, sales representative or any vicarious and absolute liability relationship between the parties. It is clarified between the parties that neither of the parties shall be liable for any action or omission of the other party in any manner. It is clearly understood and agreed that under these Delivery Partner T&C no relationship of employer and employee exists between Zomato and Delivery Partner. The Delivery Partner shall not have any claim for permanent employment or employment benefits under any statutes / local laws.

14. INDEMNIFICATION AND LIMITATION OF LIABILITY

- i. You agree and undertake to indemnify and to hold harmless the Zomato its affiliates, successors, agents, assigns, and each of their directors, officers, employees, associates, agents, and representatives or any third party from and against any losses, damages, liability, claims, costs, penalty and expenses (including, without limitation, reasonable attorneys' fees) incurred by reason of (i) any breach or alleged breach by You of your obligations, performance or observance of your role, functions, responsibilities, representations, or warranties under the Delivery Partner T&C and the Agreement; (ii) any violation of Zomato's policies; (iii) any act or omission that causes or may cause harm to the reputation and goodwill of Zomato; (iv) any claim of violation of intellectual property of Zomato or any third party by your usage of Intellectual Property Rights in a manner not permitted under the Agreement and these Delivery Partner T&C; (v) your misconduct or unauthorized access or use of the

User data on the Zomato DP Platform or by the transferring of such data to any third party or unauthorized disclosure or use of Confidential Information of Zomato; (vii) any act of theft, fraud, negligence and misconduct by you; (viii) any damage to the Restaurant Partner's or User's property or any asset; and (ix) any misbehavior towards the Restaurant Partner, Users or Zomato and its employees or tampering with the food and beverages packaging while performing the Delivery Services.

- ii. You shall be liable to indemnify and hold Zomato harmless against all damages, losses, costs and expenses incurred by Zomato as a consequence of any complaint from any User and/or Restaurant Partner received by Zomato with respect to any error or deficiency in the Delivery Services.
- iii. In addition to the indemnification rights of Zomato under these Delivery Partner T&C, Zomato shall also be entitled to such other remedies available under Applicable Law for breach of contract where time is of essence.
- iv. In no event will Zomato be liable for any losses arising from or in connection with these Delivery Partner T&C and the Agreement, pursuant to any claim by the Delivery Partner against Zomato under contract, tort or otherwise, if such losses could have been avoided by the Delivery Partner using reasonable efforts to mitigate them. Further, the Zomato shall also not be liable to the Delivery Partner in contract, tort or otherwise for indirect, special, incidental, exemplary, punitive, or consequential damages of any kind whatsoever even if advised of the possibility of such damages. Notwithstanding anything contrary contained elsewhere in the Agreement, the total cumulative liability of the Zomato to the Delivery Partner or to any person claiming under contract, tort, or otherwise, shall not exceed an amount of INR 10,000/- (Rupees Ten Thousand only).
- v. Zomato shall not be responsible or liable for any loss or damage, howsoever caused or suffered by the Delivery Partner arising out of the use of the Platform Services offered by the Zomato to the Delivery Partner directly or indirectly, for any reason whatsoever, including but not limited to damage or loss caused to the Delivery Partner as a result of a Restaurant Partner/User's non-compliance, which includes, but is not limited to, any incorrectly placed voice instructions, malfunction, partial or total failure of any network terminal, data processing system, computer tele-transmission or telecommunications system or other circumstances whether or not beyond the control of Zomato or any person or any organization involved in the above mentioned systems. Without prejudice to the above, Zomato shall not be liable for any direct or indirect loss or damage, which may be suffered by the Delivery Partner as a result of any failure by a User to show up within any stipulated time even if Zomato has agreed to such timing or even if the User has advised Zomato of the possibility that he / she may not show up within the stipulated time.

15. SPECIFIC INDEMNITY

The Delivery Partner shall be solely liable for any and all accidents/incidents involving the Delivery Partner Vehicle, while providing the Delivery Services. Zomato shall not be held liable for any such accidents/ incidents involving the Delivery Partner.

16. SET-OFF

In addition to any other remedies provided under a contract including the Agreement and these Delivery Partner T&C or provided by law or in equity, Zomato may, at any time, without notice to the Delivery Partner, set off any liability of the Delivery Partner to Zomato against any liability of Zomato to the Delivery Partner, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Agreement or these Delivery Partner T&C.

17. DISPUTE RESOLUTION

- 1. These Delivery Partner T&C and the Agreement shall be governed by laws of India.
- 2. The courts of New Delhi shall have exclusive jurisdiction over all disputes arising from these Delivery Partner T&C and the Agreement.

18. PENALTY

Notwithstanding anything contrary contained in these Delivery Partner T&C or the Agreement, Zomato shall reserve a right to charge You a penalty in the event You indulge in fraudulent activities while providing Delivery Services. The penalty may be deducted from the payments made to You by Zomato.

19. MISCELLANEOUS

- i. Force Majeure: Neither Party shall have any liability under or be deemed to be in breach of these Delivery Partner T&C or the Agreement for any delays or failures in performance of these Delivery Partner T&C and the Agreement which results from circumstances beyond the reasonable control of that Party such as acts of god, fire, earthquake, tempest, flood, lighting, violence of any army or mob or enemies of the country.
- ii. Assignment: No rights or liabilities under these Delivery Partner T&C and the Agreement can be assigned by any of the Parties hereto without the prior written consent of the other Party.
- iii. Entire Agreement: These Delivery Partner T&C shall be read along with the Agreement supersedes all prior discussions and agreements (whether oral or written) if any, between the Parties with respect to the subject matter of these Delivery Partner T&C and the Agreement.
- iv. Term: These Delivery Partner T&C and the Agreement shall, unless specifically terminated in accordance with the provisions contained herein, be valid and effective from the date of the execution of the Agreement till such time that the Delivery Partner continues to remain enlisted with the Zomato DP Platform.
- v. Waiver: No waiver of any part of these Delivery Partner T&C and the Agreement or consent to any departure from it by any Party shall be effective unless it is in writing. A waiver or consent shall be effective only for the purpose for which it is given. No default or delay on the part of any Party in exercising any rights, powers or privileges operates as a waiver of any right, nor does a single or partial exercise of a right exclude others.
- vi. Severance: Any provision of these Delivery Partner T&C and the Agreement which is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the validity, legality and enforceability of the remaining provisions hereof.
- vii. Zomato retains the right to share the information provided by you with any financial lending institution(s) if you agree to the same, if it is proved within reason that you have availed a loan from them. You forego the right to claim any damages from Zomato in the event any such financial facility has been availed by you. You also agree that Zomato will not be liable for any damages arising as a result of such disclosure of your information. Zomato retains the right to withhold pending payouts and terminate you on an immediate basis in such cases.
- viii. Delivery Partner hereby acknowledges and agrees to the use of his/her photographs by Zomato for certain purposes, which may include usage of the Delivery Partner's photographs in Zomato's internal communications and presentations, training materials, marketing and advertisement activities on various platforms, including without limitation, online advertisement, social media and offline advertisement. Delivery Partner hereby consents to sharing of his/her photographs by Zomato with third parties for the aforesaid purposes.
- ix. The information shared by Delivery Partner pursuant to this Agreement shall be used in accordance with the [Privacy Policy](#).

20. CONFIDENTIALITY

Other than for provision of Delivery Services by the Delivery Partner, Zomato does not share any other information of the Delivery Partner with third parties unless requisitioned by (i) government authorities or (ii) the Delivery Partner, whether orally or in writing (via email, SMS etc.) for any purpose whatsoever, including but not limited to availing loan from financial institutions, filing of tax returns etc.

Other than for the purpose of undertaking Delivery Services, the Delivery Partner must not disclose any confidential information about Zomato, including but not limited to these Delivery Partner T&C, its business strategies, pricing, revenues, expenses, User data, Restaurant Partner data and order information to third parties.

21. DISCLAIMER

Zomato does not warrant that You will be able to use the Zomato DP Platform and/ or will be able to provide the Delivery Services at all times or locations on the Zomato DP Platform or that the Zomato DP Platform and the Platform Services will be uninterrupted or error-free or that the defects will be capable of being corrected by the Zomato in a timely fashion. The Platform Services, Zomato DP Platform, Device, the output generated there from, and all other technology developed by Zomato are provided to you on an "AS IS" and "AS AVAILABLE" basis and Zomato specifically disclaims all warranties and indemnities, express, implied or statutory, including without limitation any warranty of merchantability, fitness for a particular purpose, accuracy, completeness, or any other warranty arising from the course of performance or course of dealing.

ANNEXURE A

a) Onboarding Fee: As prescribed by Zomato from time to time.

b) Security Deposit: As prescribed by Zomato from time to time.

At the time of onboarding, Delivery Partner shall pay either of

(i) the Onboarding Fee, or

(ii) Security Deposit, at the sole discretion of Zomato.

c) Training and Support Fee: As prescribed by Zomato from time to time.

d) Delivery Partner hereby acknowledges and agrees that any amount deposited by Delivery Partner to Zomato in the form of Security Deposit shall stand forfeited at the sole discretion of Zomato, in the event Delivery Partner does not deliver at least one order pursuant to the Delivery Services under the Agreement for a continuous period of 30 days during the term of the Agreement.