TERMS OF SERVICE

Website: https://freshandhonest.com/

Last updated: 3 November 2026

IMPORTANT: These Terms of Service govern access to and use of the website operated by Fresh and Honest Café Private Limited. They do not, by themselves, govern the sale or supply of products, equipment, services, rentals, maintenance or other commercial transactions, which will be subject to the relevant quotation, purchase order, agreement, invoice and applicable product or service terms.

1. About these Terms

These terms of service ("Terms") govern your access to and use of https://freshandhonest.com/ (the "Website"), including browsing its pages, viewing information about our products and services, and submitting enquiries through forms made available on the Website.

"FHCPL", "we", "us" or "our" means Fresh and Honest Café Private Limited. "You" or "your" means any individual accessing or using the Website, or any organisation on whose behalf that individual accesses or uses the Website.

By accessing or using the Website, you agree to these Terms. If you do not agree, please discontinue use of the Website. Where the Website provides a specific acceptance mechanism, your acceptance through that mechanism will also constitute acceptance of these Terms. If you use the Website on behalf of an organisation, you represent that you are authorised to do so.

2. Purpose and nature of the Website

The Website provides general information about FHCPL, its coffee products, coffee machines, beverages, business segments and related solutions, including HoReCa, office coffee solutions, vending solutions, training and related support. It may also provide channels through which visitors can request information or contact us.

Unless expressly stated otherwise on the Website and confirmed by FHCPL in writing, descriptions, images, specifications, availability, features, performance statements and other product or service information are provided for general information and illustrative purposes. They do not constitute an offer capable of acceptance, a binding quotation, a guarantee of availability, or a commitment to supply.

Any sale, supply, installation, rental, demonstration, maintenance or other provision of products or services will be subject to FHCPL's separate written quotation, order confirmation, agreement or other applicable transaction document. In the event of a conflict, the applicable transaction document will prevail in relation to that transaction.

3. Eligibility and use of the Website

You may use the Website only for lawful purposes and in accordance with these Terms and applicable laws. If you are an individual, you must have the legal capacity to enter into a binding agreement under applicable law. If you are below the age of majority, you may use the Website only with the involvement and consent of a parent or legal guardian.

You agree to provide information submitted through the Website that is true, accurate, current and complete, and to update it where necessary. You must not misrepresent your identity, impersonate another person, or submit information on behalf of another person without authority.

4. Prohibited activities

You must not, and must not attempt to:

- use the Website in violation of any applicable law or regulation, or for any unlawful, fraudulent, misleading or harmful purpose;

- access, interfere with, damage, disrupt or compromise the Website, its servers, networks, security features or connected systems, or attempt to gain unauthorised access to any account, system or data;
- introduce or transmit viruses, malware, malicious code or other material designed to disrupt or impair the operation or security of the Website;
- scrape, harvest, extract, copy or systematically collect information or content from the Website by automated means, except as permitted by applicable law or with our prior written permission;
- copy, reproduce, modify, publish, distribute, commercially exploit or create derivative works from Website content except as expressly permitted by these Terms or applicable law;
- upload, transmit or submit material that infringes intellectual property, privacy or other rights of any person, or that is unlawful, defamatory, obscene, abusive, threatening or otherwise prohibited by law;
- use the Website to send unsolicited commercial communications, spam or deceptive messages; or
- circumvent or attempt to circumvent any technical restriction, access control or security measure implemented on the Website.

We may take reasonable steps to restrict or suspend access where we reasonably believe that these Terms have been breached, the Website's security or operation is at risk, or such action is required by law or a competent authority.

5. Enquiries and information submitted by you

Where you submit an enquiry, request a callback, seek product or service information, or otherwise communicate with us through the Website, you must ensure that the information provided is accurate and that you are entitled to provide it. You must not submit confidential, sensitive or third-party personal information unless it is necessary for your enquiry and you are legally authorised to provide it.

Submission of an enquiry does not create a customer, supplier, agency, partnership or other contractual relationship with FHCPL, and does not constitute an order or acceptance of an offer. FHCPL may contact you using the contact details supplied for the purpose of responding to your enquiry or following up on the products or services in which you have expressed interest.

Please do not treat the Website or its enquiry forms as a secure channel for transmitting confidential or legally privileged information.

6. Intellectual property

Unless otherwise stated, the Website and all content made available through it, including text, product descriptions, photographs, graphics, logos, designs, videos, documents, layout and other materials, are owned by or licensed to FHCPL and are protected by applicable intellectual property laws.

Subject to these Terms, FHCPL grants you a limited, revocable, non-exclusive and non-transferable right to access and view the Website for your personal or internal business information purposes. No ownership or other intellectual property right is transferred to you. You must not use FHCPL's name, trademarks, logos or other brand features without our prior written permission, except as permitted by law.

All third-party names, trademarks, logos and product marks appearing on the Website belong to their respective owners and are used for identification or informational purposes. Their appearance does not, by itself, imply sponsorship, endorsement or affiliation beyond what is expressly stated.

7. Third-party websites and services

The Website may contain links to websites, platforms or services operated by third parties. Such links are provided for convenience or information. FHCPL does not control third-party websites and is not responsible for their content, availability, security, privacy practices or terms. Your access to and use of a third-party website will be governed by that third party's terms and policies. A link does not constitute an endorsement by FHCPL.

8. Accuracy, availability and disclaimers

We take reasonable care in preparing and maintaining the information on the Website. However, information may contain errors, omissions or become outdated, and product features, specifications, packaging, designs, availability and service offerings may change. You should verify material information directly with FHCPL before relying on it or making a commercial decision.

The Website is made available on an 'as is' and 'as available' basis. To the extent permitted by applicable law, FHCPL does not warrant that access will be uninterrupted, error-free, secure or compatible with every device or browser, or that the Website will be free from viruses or other harmful components. Nothing in these Terms excludes any warranty, guarantee, right or remedy that cannot lawfully be excluded or restricted, including any applicable rights under consumer protection law.

9. Limitation of liability

To the maximum extent permitted by applicable law, FHCPL will not be liable for loss or damage arising solely from: (a) your inability to access or use the Website due to circumstances beyond FHCPL's reasonable control; (b) your reliance on general Website information without obtaining confirmation where appropriate; (c) the acts or omissions of third-party websites or service providers not under FHCPL's reasonable control; or (d) your misuse of the Website or breach of these Terms.

Nothing in these Terms excludes or limits liability to the extent such exclusion or limitation is prohibited by law, including liability for fraud, wilful misconduct, or any liability that cannot legally be excluded or limited. These Terms do not restrict any non-waivable rights or remedies available to a consumer under applicable law.

10. Privacy and personal information

Personal information submitted through the Website will be handled in accordance with FHCPL's Privacy Policy, as published on the Website, and applicable data protection and privacy laws. The Privacy Policy explains the categories of personal information collected, purposes of processing, disclosures, retention and the means by which individuals may exercise applicable rights.

These Terms are not a substitute for the Privacy Policy or any notice or consent required by applicable data protection law. Please review the Privacy Policy before submitting personal information through the Website.

11. Changes to the Website and these Terms

FHCPL may update, modify, suspend or discontinue any part of the Website from time to time, including to maintain, improve or secure the Website or to comply with law. FHCPL may also revise these Terms by publishing an updated version on the Website. The revised Terms will take effect from the date stated in the updated version. Where applicable law requires notice or consent for a change, FHCPL will comply with that requirement.

Your continued use of the Website after revised Terms are published will constitute acceptance of the revised Terms only to the extent permitted by applicable law. If you do not agree to the revised Terms, you should stop using the Website.

12. Suspension and termination of access

FHCPL may restrict or suspend your access to the Website, in whole or in part, where reasonably necessary to protect the Website, its users or FHCPL; to address a breach of these Terms; to comply with applicable law or a direction of a competent authority; or to carry out maintenance or security-related work. Where reasonably practicable, FHCPL will provide notice of a suspension or material restriction.

13. Governing law and jurisdiction

These Terms are governed by the laws of India. Subject to any mandatory jurisdiction or remedies available under applicable law, the courts at Chennai, Tamil Nadu, India will have jurisdiction over disputes arising out of or relating to these Terms or your use of the Website.

14. General

If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions will continue in effect to the extent they can operate independently. A failure or delay by FHCPL in exercising any right under these Terms will not operate as a waiver of that right. These Terms govern use of the Website only and do not supersede any separate written agreement entered into between you and FHCPL in relation to a transaction.

15. Contact

For questions or communications concerning these Terms or the Website, please contact Fresh and Honest Café Private Limited through the Contact Us section of https://freshandhonest.com/ or at the contact details published there.

Telephone: +91 89390 08888

Registered office / postal address: 3rd floor, Hallmark Towers, No.35(SP), Thiru Vi Ka Industrial Estate, Guindy, Chennai-600032.

Email for legal notices and website-related queries: info@freshandhonest.com