



Terms of Service

Customer Agreement (last updated August 8, 2011)

The following describes the terms and conditions upon which Freshlunches INC offers our services to you. This agreement (this "Agreement") is a contract between you and Freshlunches, INC ("Freshlunches") and governs your use of our services. If you do not agree to be bound by the terms of the Agreement, you will not be allowed to use Freshlunches services.

1. Acceptance of Terms

In order to use our service, you must read, agree with, and accept all of the terms and conditions set forth in this Agreement and the Privacy Policy, which include those terms and conditions set out below and those incorporated by reference. We strongly advise that you read this Agreement and the Privacy Policy and that you access and read the other web pages referred to herein and other written materials provided to you by us, as they may contain further terms and conditions that apply to you as a customer of Freshlunches. By checking the "User Agreement" box, you acknowledge that you have read, understand and agree to be legally bound by all of the terms and conditions set forth in this Agreement. If you do not agree to these terms, you will not be allowed to use our services. We may amend this Agreement at any time by posting the amended terms on our web site and notifying you via email to the email address you provided Freshlunches during the registration process or upon login by you. Your continued use of our services following any amendments constitutes your acceptance thereof. You can access the most current version of the Customer Agreement at any time by logging into our website at www.freshlunches.com.

2. Food Allergies

Food allergies are a serious concern for us and the Freshlunches menu offering does not use any peanuts or tree nuts as an ingredient. However, our facility does process other products like eggs, milk and wheat. The commercial products we offer or purchase from third party vendors DO NOT contain peanuts or tree nuts as ingredients, however they may be made on equipment that also manufactures products containing peanuts, eggs, milk and tree nuts. These vendors are also aware of allergy issues; however, there can be no assurance that any food is absolutely allergen free. Although we exercise safe practices, we cannot guarantee 100% safety from cross contamination or trace elements. At this time we are unable to make special accommodations for children with severe allergies and cannot accept responsibility for usage. Please order at your discretion. If you have a question about our facility or would like to speak in detail with us, please call the office at 818-885-1718 or email at info@freshlunches.com.

3. Outside Vendors

Freshlunches is not affiliated with any Third Party Vendor. Third Party Vendors are responsible for producing and delivering any Third Party Food. Freshlunches will not be involved in the production of any Third Party Food. Accordingly, Freshlunches accepts no liability with respect to any Third Party Food. By executing this Agreement, Account Holder hereby acknowledges that Freshlunches is not responsible for any Third Party Food or Third Party Vendor and hereby waives any right to pursue any claims against Freshlunches related to any such Third Party Food or Third Party Vendor.

4. Registration, Accounts and Passwords

You agree to (1) provide true, accurate and complete data about yourself and your child/children on Freshlunches online and/or paper registration forms and (2) promptly update your online account information to ensure that it remains true, accurate and complete. As part of the registration process, you will establish a LOGIN for your Freshlunches account including a User Name and Password. You are solely responsible for maintaining the confidentiality of your LOGIN and you are solely responsible for all use of your LOGIN whether authorized or not, to the extent that such use results from your failure to maintain the confidentiality of your LOGIN. You agree to immediately notify Freshlunches of any unauthorized use of your LOGIN.

5. Ordering Deadlines; Changes to Orders Modifications of Menus

You may order food for your children from Freshlunches on those days for which your child's school has engaged us to provide lunch service. Please refer to your information packet or contact your school for further information. You may order as often as you like. Ordering, cancellation and change deadlines are posted in "My Lunchbox" page of your account. Since we prepare meals based on the pre-orders, we are unfortunately unable to credit cancellations after the cancellation deadline has passed. You may change menu items on existing orders prior to the ordering deadline by logging into our website. We reserve the right, after posting a menu, to change side dishes and desserts and to alter the ingredients in our entrees as we improve and modify our recipes and food offerings or if such items are unavailable from time to time at reasonable prices.

6. Payment Options

Online Payments: You must complete your online payment in order to confirm your lunch delivery. Credit card transactions may be made by accessing our website and filling in the requested credit card information. Credit card transactions made on our website are handled by PayPal. We do not maintain your credit card information online. **Other Payment Types:** Our online ordering system allows parents attending certain schools to place orders first and to submit the payment for the orders by alternative payment methods. The payment deadlines are also posted in "My Lunchbox" page of your account. Orders for which the payments are not received by the payment deadline will not be delivered. It is the account holder's responsibility to ensure that their payment is submitted by the payment deadlines. Orders submitted prior to payment submission will be placed in a "Pending" status by our system. Once Freshlunches has received the payment, the status of the order will be changed from "Pending" to "Active". The payment status for your orders is posted in "My Lunchbox" page of your account. Due to processing times, it may take up to two weeks for some payments to be processed. If you have any questions about the status of your order, please contact us.

7. Monitoring Your Account Balance

If you cancel your order (see Cancellation and Refunds below), you will automatically have the money credited back to your Freshlunches account. It is your responsibility to monitor funds in your account. We will not automatically refund amounts in the account at the end of a school year. Unused funds will remain in your account and may be applied to the next semester or school year. Refunds will only be made upon written request and only if the student is graduating or not returning.

8. Cancellation and Lunch Credits

You must cancel a food order by the stated cancellation deadline posted in "My Lunchbox" page of your account. Only online cancellations made by the deadline will be issued full lunch credits; cancellations made by phone or email by the stated deadline will only receive 50% credit. Cancellation requests made after the deadline are not issued any credits. Only cancellations completed online by the stated deadline will have full credits updated to your Freshlunches account.

9. Delivery Times

Food is delivered at times specified and agreed to by your child's school based on lunch periods at the school. Freshlunches will not deliver food prior to its regular delivery schedules. If your child is going to leave school grounds early on a given day (whether due to a field trip or otherwise), it is your responsibility not to order (or to cancel) food for such day.



10. Damages Exclusion/Limitation of Liability

Reasonable care has been taken to ensure that our website and all paper based/faxed menus and ordering forms are accurate and up-to-date. However, Freshlunches makes no warranties or representations about the accuracy or completeness of the website content or such forms or any other warranties or representations about the content or the website. We assume no liability for any errors or omissions in the content of our website or ordering forms or any failure, interruptions or delays in the delivery of food ordered through our website.

11. Security

We maintain security measures in place in order to attempt to protect against loss and alteration of the personal information under our control. Please be advised, however, that the Internet and other various networking communication media are not entirely secure and your information may therefore be subject to interception or loss that is beyond our control. Freshlunches assumes no responsibility or liability for disclosure of your information (personal or otherwise) due to errors in transmission, unauthorized third-party access or causes beyond Freshlunches reasonable control, except to the extent that any such disclosure results from our negligence or willful misconduct. Furthermore, Freshlunches is not responsible for the loss or theft of food that occurs after Freshlunches delivery to each school's agreed upon drop off location.

12. Proprietary Rights

Freshlunches owns all right, title and interest in and to, and all materials and content contained in, our website and other published materials (the "Materials"), including, without limitation, all content, site design, logos, button icons, images, digital downloads, data compilations, text, and graphics. Such Materials are protected by copyright, trademark and other intellectual property laws. Any unauthorized use of the Materials is strictly prohibited.