



## TERMS AND CONDITIONS FOR FANCY FEET BY DEVITA

These Terms and Conditions constitute a legally binding contract between the customer ("you") and FANCY FEET by DeVita and apply to the ordering, purchasing, fulfilment and delivery of Direct Import Goods from the top level domain name fancyfeetbydevita.com ("Website").

Please read the following Terms and Conditions carefully before placing your order. The Terms and Conditions contain important information about ordering, processing, fulfilment and delivery of Direct Import Goods.

You agree to be bound by the Terms and Conditions by accessing the Website, regardless of whether you create an account or make a purchase.

If you breach any of the Terms and Conditions, you are prohibited to continue using the Website.

If you do not agree with any part of these Terms and Conditions you must leave this Website immediately.

These Terms and Conditions may be updated periodically by FANCY FEET by DeVita. Revisions will be posted to this page. You agree to be bound by any revisions.

### DEFINITIONS

"Direct Import Goods" means those goods available from FANCY FEET by DeVita via the Website.

"Order" means an Order for Direct Import Goods placed via the Website.

"Taxes" means any taxes (including goods and services tax and other value added taxes), levies, imposts, charges and duties (including stamp and transaction duties, import and export duties) imposed by any authority together with an related interest, penalties, fines and expenses in connection with them in relation to a transaction contemplated under these Terms and Conditions.

## COMMUNICATION BY US

As a condition of creating an account with FANCY FEET by DeVita, you consent to us sending you Administrative Emails and Promotional Emails. In this document:

- a) "Administrative Emails" involve details of account activity and purchases you have made.
- b) "Promotional Emails" consist of product information, new offers and information about FANCY FEET by DeVita. You may choose to opt-out of receiving Promotional Emails anytime by simply clicking the unsubscribe button at the bottom of our emails and following the instructions.

## PLACING YOUR ORDER

You may place an order with FANCY FEET by DeVita by completing the order form on the Website and clicking the "Submit My Order" button.

When you place your order, we will issue you with an order number by email. Please note that this is not a confirmation that your Order has been accepted.

By placing an order, you make an offer to us to purchase the shoes you would like to buy and have designed with in house specifications, or other product you have selected, based on these Terms and Conditions.

Information contained on the Website constitutes an invitation to treat. No information on the Website constitutes or should be deemed as an offer by us to supply any shoes or other products, however FANCY FEET by DeVita will make every effort to supply the shoes we have designed for you, or other products you have selected for purchase.

We will notify you that your order is being processed by sending an order confirmation email to you. We do not formally accept your offer until your order has passed our internal validation procedures for:

1. verifying the bona fides of each order placed, for the purpose of preventing credit card or payment fraud; and
2. confirming with our suppliers that they are able to supply the shoes you have specifically ordered by design.

Formal acceptance of your offer will occur when we email you confirming your order, where we provide you with the first update on the making of your shoes.

If we cannot process or accept your order after payment is received we will contact you by email or telephone.

You warrant to FANCY FEET by DeVita that all goods that you order are intended for personal, domestic, non-commercial use only.

You agree that, if your offer is accepted by FANCY FEET by DeVita in accordance with these Terms & Conditions, in addition to contracting with FANCY FEET by DeVita in relation to the purchase of certain products, you are also separately contracting with FANCY FEET by DeVita to arrange for the delivery of those products to your nominated address.

You agree and acknowledge that, if your offer is accepted by FANCY FEET by DeVita in accordance with these Terms & Conditions that FANCY FEET by DeVita is contracting to arrange for the delivery of the relevant products to your nominated address. FANCY FEET by DeVita is considered the importer of record in respect of those products and you must comply with all laws and regulations of the country in which you are receiving the products.

FANCY FEET by DeVita and its affiliates reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.

#### YOUR RESPONSIBILITIES

You agree not to post or transmit to the Website any material which:

- 1.is threatening, defamatory, obscene, offensive, indecent, pornographic, abusive, discriminatory, liable to incite hatred, is in breach of confidence, or privacy, or is proprietary;
- 2.is not properly licensed for use on this Website;
- 3.violates or infringes the copyrights, patents, trademarks, service marks, trade secrets, or other proprietary rights of any person;
- 4.constitutes or encourages an illegal act -- including criminal or civil liability, or acts which are otherwise prohibited by the law of any relevant country in the world;
- 5.infringes on the rights of a third party in any country in the world; or
- 6.has the potential to cause technical damage to the Website, or the equipment of other users of the Website (including, without limitation, viruses, trojans, worms, corrupted data or other malicious data or code).

You agree to not attempt to "hack" the Website or any other websites you do not own. This includes without limitation, trying to guess users passwords, "phishing", accessing "hidden" URLs, attempting to trigger remote code for the purpose of accessing data or material you would not otherwise have access to.

You may not reverse engineer, decompile, or disassemble the FANCY FEET by DeVita shoe designer, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

You agree that FANCY FEET by DeVita owes no royalty or license fee to you or any third party for use of material which is posted or transmitted to the Website. This includes but is not limited to images of shoes designed using our shoe designer, and photographs of shoes custom made for and sold to you. FANCY FEET by DeVita is free to copy, distribute or incorporate such material into the Website for commercial or non-commercial purposes.

#### ACCESS TO SHOES OF PREY

FANCY FEET by Devita may assign you a password and account identification to enable you to access and use certain portions of the Website. Each time you use a password or identification, you will be deemed to be authorized to access and use the Website in a manner consistent with these Terms and Conditions. FANCY FEET by DeVita has no obligation to investigate the authorization or source of any such access or use of the Website. You are solely responsible for all access to and use of the Website by anyone using the password and identification originally assigned to you whether or not such access to and use of the Website is actually authorized by you, including without limitation all, communications and transmissions and all obligations (including without limitation financial obligations) incurred through such use of access. You are solely responsible for protecting the security and confidentiality of the password and identification information assigned to you. You will immediately notify FANCY FEET by DeVita of any unauthorized use of your password or identification or any other breach or threatened breach of this Website's security.

#### PAYMENT

If you decide to purchase a pair of shoes or other product from the Website, you agree to promptly pay the associated fee. If you make any purchase in a currency other than your local currency, you may be charged a currency conversion fee, foreign transaction fee and/or processing fee by your bank, credit card provider or financial institution. You acknowledge that if you trigger a "chargeback" through your credit card provider we reserve the right to no longer conduct business with you.

#### PROMOTIONAL OFFERS

You acknowledge that all discounts arising from promotional offers are applied to transaction amounts only before any applicable sales tax and existing account credit or gift certificate credit are applied to the total amount of your order.

Discounts will be calculated on the final amount of an order taking into account any refunds, additions or deletions. Where an order is changed after payment has been processed, FANCY FEET by DeVita will recalculate the discount applied and only refund the difference between the price you paid and the price that you would have paid had your original order been for the amended order. Where a remake order has been

placed on a discounted item that results in a change in price, FANCY FEET by DeVita will credit or charge the difference in price for that item, as the case may be.

Only one promotional offer can be used per order.

FANCY FEET by DeVita reserves the right to verify the validity of the promotional offers redeemed by you at any time. If we have reason to believe that there has been unauthorized use of a promotional offer then we can revoke this offer and cancel your order at our discretion.

## RETURNS, REFUNDS & REMAKES

Our returns policy for Goods and Products can be found [here](#). This policy forms part of this agreement and we agree to provide refunds in accordance with this document.

You may request that your shoes be remade. Provided your request is made within 365 days of receiving your order and the shoes are returned to us in an unworn condition, we will remake your shoes free of charge, taking into account any changes in price for materials, embellishments and services such as priority service. In the event that a remake for your order has been placed and processed, we will do our best to remake your shoes to the same specifications as your original order. If this is not possible due to changes to our product, range and offering, we will notify you.

## CREDIT CARD FRAUD

FANCY FEET by DeVita, through our transaction providers Adyen and PayPal, employs the Secure Sockets Layer (SSL) technology to protect transactions with our customers. However FANCY FEET by DeVita will not be responsible for any damages, consequential losses (whether direct or indirect) suffered by a customer whose credit card is fraudulently used or is used in an unauthorized manner as a result of using this Website.

## SUPPLY OF PRODUCTS

Subject to these Terms and Conditions, we will supply to you the products indicated on your order confirmation.

When designing your bespoke shoes, the images displayed are a representation only, the actual shoe that is custom made for you may differ to the represented images. Your ability to return shoes is subject to the FANCY FEET by DeVita returns policy.

When your order items have been dispatched, we will email you to confirm shipment of each item including a tracking number for each item (if applicable).

## PRODUCTION OF YOUR PRODUCTS

“Standard Production” means crafting shoes according to our standard production time and delivering with DHL Express and/or UPS Express. This is the default option. The making of your bespoke shoes and delivery time takes up to 30 working days from the date your payment is received.

“Priority Service” means we will prioritise your order, craft and deliver your shoes within 14 business days, where shipping with DHL Express and/or UPS Express, provided you have selected this option upon placing your order and paid the additional charges. If we are unable to ship with DHL Express and/or UPS Express to the delivery address supplied by you, we will contact you to discuss further.

Please note that we cannot allow changes to a Priority Service Order once it has been submitted, as these will affect production which means we can no longer guarantee the Priority Service estimated delivery date. Additional comments in your order that require further attention or additional craftsmanship can also impede meeting your estimated delivery date so we encourage you to avoid these. Any instances where additional comments or requests impede or delay the production will result in forfeiture of the Priority Service guarantee without refund.

We want to ensure your priority service shoes still meet our high quality standards! With handcrafting shoes, there are occasions when we make a mistake during the production process and need to start again making your shoes. In these instances we'll do our absolute best to still meet the Priority Service Timeframe but if we're unable to, we will let you know immediately and refund the Priority Service Charges in full. And if the new delivery date doesn't work for you and you would prefer to cancel the order, you are of course entitled to a full refund.

In all instances estimated delivery times will be displayed at the checkout for your product.

In the event your shoes require a remake or a refund where the original order was made with Priority Service, this service will transfer to your remake order or be refunded, provided the reason for remake or refund fits into one of the following categories:

- Packaging (if packaging damaged the shoes)
- Error
- Damage
- Color (where the color did not match what was stipulated)
- Quality
- Size

Priority Service will not transfer from an original order to its remake, nor a refund granted for the Priority Service, if the remake or refund reason falls under any of the following categories:

- Occasion (shoes not suitable for occasion ordered for)

- Time (where we missed the customer's deadline, but fulfilled our Priority Service obligations)
- Dislike
- Cancelled (if the shoes are already in production stages)
- Cut
- Style
- Don't like

#### Missing the Priority Service Timeframe

If we do not ship your shoes within the Priority Service Timeframe, due to production taking longer than advised, we will refund the Priority Service Charges.

For cases where shoes are shipped within the Priority Service Time frame, but unexpectedly held up by local Customs and as a consequence do not meet the Priority Service Timeframe, we will refund the Priority Service Charges.

For cases where shoes are shipped within the Priority Service Timeframe, but the delivery is not successful because no-one is present to sign for delivery, or similar, causing delivery to fall outside of the Priority Service Timeframe, then the Priority Service Charges will be forfeited.

#### DELIVERY OF YOUR PRODUCTS

FANCY FEET by DeVita makes every effort to deliver your custom made shoes or other product purchased from the Website according to the estimated delivery times provided at checkout. The estimated delivery times are in business days (Monday through Friday) excluding Public holidays.

Every effort is made to ship your order according to the estimated delivery times provided. Estimated ship times may vary or change due to changes in supply or circumstances beyond our control. If your custom made shoes or other product has not arrived after the estimated delivery time, please contact us.

We encourage you to visit the "Your Account" section on our Website to view the delivery status of your custom made shoes or other product.

Unless otherwise agreed by us, we will deliver your custom made shoes or other product to the address indicated on your order confirmation. If no-one is available to take delivery of your order, our carrier may leave a card so you can pick-up your custom made shoes or other product from a third party address. If you grant authorization for our carrier to leave your delivery without a signature, you release Shoes of Prey and our carrier from all liability. Deliveries lost, stolen or damaged under these circumstances are not covered by the FANCY FEET by DeVita returns policy for remake or refund, or by our carrier.

We will use our reasonable efforts to deliver your custom made shoes or other product to you within the estimated delivery time indicated on your order confirmation; however, we do not guarantee that we will deliver within this time frame. To the extent permitted by law, FANCY FEET by DeVita will not be liable for any delay or inability to deliver your order within the estimated timeframe.

Risk and Title in Direct Import Goods passes to you on the date and time of delivery of the goods to Shoes of Prey's nominated delivery agent in the country of export.

#### IMPORTER OF RECORD AND AUTHORIZATION OF CUSTOMS BROKER

As noted above, if your offer is accepted by FANCY FEET by DeVita in accordance with these Terms & Conditions and notwithstanding that the delivery of the relevant products to your nominated address will be arranged by FANCY FEET by DeVita, you will be considered the importer of record in respect of those products.

United States Customs and Border Protection Service in clearing the goods on your behalf, including, without limitation, making declarations on your behalf to Customs.

#### CUSTOMS AND DUTIES

In respect of an order of Direct Import Goods, Taxes may be levied with respect to the goods by the destination country to which the goods will be delivered and/or the country from which the goods are shipped. For the following destination countries, you will be the importer of record for the purpose of customs and border processing and, as the importer of the goods, you may be required to pay Taxes to the relevant authority in addition to your payment to us of the price:

- Brazil
- Chile
- Croatia
- Finland
- French Guiana
- Greece
- Hungary
- Iceland
- Indonesia
- Israel
- Latvia
- Lebanon
- Mexico
- Philippines
- Poland
- Portugal
- South Africa
- Spain
- Sri Lanka

- Taiwan, Province of China
- Thailand
- Turkey

For all countries not listed above, FANCY FEET by DeVita will be the importer of record for the purpose of customs and border processing. In such countries (except for the United States), as the importer of the goods, we agree to pay such Taxes to the relevant authority in addition to your payment to us of the price.

In the United States, FANCY FEET by DeVita is required to collect applicable state and local sales tax on orders shipped to the State of Washington, California, New Jersey, Virginia and Illinois, and such taxes will be applied to your order total. Some taxing authorities also require the taxable amount to include any shipping and handling charges, while others charge sales tax only on merchandise. FANCY FEET by DeVita is required to follow the rules of each State. Your final order will include the appropriate State and local taxes, as applicable in the United States.

If the relevant authorities in your country ask you to pay taxes or duties when your shoes are delivered, please contact FANCY FEET by DeVita and we'll rectify this for you.

## REVIEWS, COMMENTS AND SHOE DESIGNS

Except as otherwise provided elsewhere in these Terms and Conditions or on the Website, anything that you submit or post to the Website and/or provide FANCY FEET by DeVita, including without limitation, shoe designs, ideas, know-how, techniques, questions, reviews, comments, and suggestions (collectively, "Submissions") is and will be treated as non-confidential and non-proprietary, and FANCY FEET by DeVita shall have the royalty-free, worldwide, perpetual, irrevocable and transferable right to use, copy, distribute, display, publish, perform, sell, lease, transmit, adapt, create derivative works from such Submissions by any means and in any form, and to translate, modify, reverse-engineer, disassemble, or decompile such Submissions. All Submissions shall automatically become the sole and exclusive property of FANCY FEET by DeVita. You also grant FANCY FEET by DeVita the right to publicly use the name that you include with any Submission when we refer to that Submission. You represent and warrant that you own or otherwise control all of the rights to any Submissions you make on the Website and that your use of your Submissions by FANCY FEET by DeVita will not infringe upon or violate the rights of any third party. You shall not use a false e-mail address, pretend to be someone other than yourself or otherwise mislead Shoes of Prey or third parties as to the origin of any Submissions or Content. FANCY FEET by DeVita may, but shall not be obligated to, remove or edit any Submissions (including comments or reviews) for any reason.

## LINKS

Outbound links from this Website are provided for your convenience.

FANCY FEET by DeVita has not reviewed these websites in any great detail, and cannot vouch for the content on these pages. You agree to access these links entirely at your own risk.

You are welcome to link to the Website provided you do so tastefully. If we feel your link is not in good taste, or is damaging to our brand (beyond mere criticism), we reserve the right to withdraw the right to link to the Website. You agree to remove the offending link at this time.

## GENERAL

You shall not assign any rights and obligations under these Terms and Conditions whether in whole or in part without the prior written consent of FANCY FEET by DeVita. Any unauthorized assignment shall be deemed null and void.

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions and the remainder of the provisions in question shall not be affected.

Our goods come with guarantees that cannot be excluded under the United States Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Neither our failure nor your failure to enforce any part of these Terms and Conditions constitutes a waiver of such Terms and Conditions. Such failure will in no way affect the right to later enforce a part of these Terms.

FANCY FEET by DeVita reserves the right to change the Terms and Conditions at any time.

No Shoes of Prey employee or agent has the authority to vary any of the Terms and Conditions.

## FORCE MAJEURE

FANCY FEET by DeVita shall not be liable for any delay in performing any of its obligations under these Terms and Conditions if such delay is caused by circumstances beyond the reasonable control of FANCY FEET by DeVita, and FANCY FEET by

DeVita will be entitled to a reasonable extension of time for the performance of such obligations.

#### DISCLAIMER AND LIABILITY

Whilst every effort has been made to ensure the information contained within this Website is correct, FANCY FEET by DeVita makes no warranty as the accuracy, comprehensiveness, or correctness of any material, and provides all material on an "as is" basis.

FANCY FEET by DeVita, including our partners, directors, officers, shareholders, employees, agents, contractors, and other third parties associated with running the Website, to the maximum extent permitted by law, disclaim all liability and responsibility for any loss or damage that might be suffered by you or any third party caused by the Website or the products sold on it INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE SUFFERED AS A RESULT OF NEGLIGENCE.

#### GOVERNING LAW AND SEVERABILITY

This contract will be governed by the laws of the state of New Jersey, the United States of America. Any dispute arising out of your use of the Website, or the products purchased on it shall be subject to the exclusive jurisdiction of the courts of that jurisdiction.

If a provision of these Terms and Conditions is or becomes illegal, invalid or unenforceable that shall not affect the validity or enforceability of any other provision.

#### PRIORITY SERVICE PROMOTION TERMS

Select Priority Service during checkout and receive your order in 3 weeks or less!

Free priority service valid for any order of shoes purchased at fancyfeetbydevita.com. Offer is for a limited time and may be changed or withdrawn at any time without prior notice. Does not apply to purchases of leather samples and gift certificates, and cannot be redeemed for cash. All other site terms and conditions apply.

#### PRIVACY POLICY

At FANCY FEET by DeVita, the importance of protecting your privacy is paramount. We promise to do everything in our power to ensure you shop with us with confidence.

This document describes how we collect, use, disclose and safeguard your personal information. If you have any questions relating to this policy, please do not hesitate to contact us.

## WHAT IS PERSONAL INFORMATION?

Personal information is information or an opinion about an identified individual, or an individual who is reasonably identifiable whether the information or opinion is true or not, and whether the information is recorded in a material form or not.

## HOW WE COLLECT PERSONAL INFORMATION

We strive to only collect personal information necessary to conduct business as a premier retailer of bespoke women's shoes.

The type of personal information we collect includes:

- your full name and contact details (such as phone and email),
- the name, address and contact details of the person who will take delivery of the product,
- your billing information,
- sizing measurements, and
- any personal information you disclose to us when you complete an online form on our website [www.shoesofprey.com](http://www.shoesofprey.com) ("Website"), or send us via email.

## USING AND DISCLOSING YOUR PERSONAL INFORMATION

Any personal information which is collected will be used and disclosed only to provide you with the products and services you've requested, or otherwise to carry out our business including communicating information about our products and services to you.

We will not under any circumstances disclose information about you to a third party unrelated to our business, unless such a disclosure is authorized or required by law, or you have expressly consented to such a disclosure.

If you are subscribed to receive promotional material from us, we may send you such material periodically. You may unsubscribe from receiving this material at any time.

We may periodically send all members surveys or company announcements. These messages are separate to our newsletters, but you may also unsubscribe at any time by following the included instructions.

## THIRD PARTY ADVERTISING

Third party vendors, including Google, show our ads on sites on the internet.

Third party vendors, including Google, use cookies to serve ads to you based on your prior visits to our Website.

You may opt out of Google's use of cookies by visiting the Google advertising opt-out page.

## ACCESSING AND EDITING YOUR PERSONAL INFORMATION

We will take all reasonable steps to ensure any personal data we collect, use or disclose is up to date and accurate.

Your personal information is accessible and editable by logging in to your Shoes of Prey account. You may log in and edit this information at any time.

You may ask us to provide you with details of the personal information we hold about you, and copies of that information. We will respond to your request and attempt to provide you with the data within 30 days of receipt of your request.

If we provide you with copies of the information you have requested, we may charge you a reasonable fee to cover the administrative costs of providing you with that information.

Please direct all request for access and correction to [hunter@shoesofprey.com](mailto:hunter@shoesofprey.com).

## SECURING AND STORING YOUR PERSONAL INFORMATION

We are committed to maintaining the confidentiality of the information you have provided to us and we take all reasonable precautions to protect your personal information from unauthorized use or alteration.

Your personal information may be stored by us both electronically and in hard copy form. We take all necessary measures to ensure the security of your information in both these forms.

## OVERSEAS DISCLOSURE

We may, in the course of providing products and services, disclose personal information to overseas entities.

Those overseas entities are likely to be located in the following countries: United States, Canada, Japan and China.

## MORE INFORMATION

If you would like more information about the way we manage your personal information please contact us.

## CHANGES TO OUR PRIVACY POLICY

From time to time it may be necessary for us to revise our privacy policy. We may notify you about changes to this privacy policy by posting an updated version on our Website.

## MAILING LIST TERMS & CONDITIONS

As a condition of joining our mailing list, you consent to us sending you Promotional Emails. In this document, 'Promotional Emails' includes product information, new offers and information about FANCY FEET by DeVita. You may choose to opt-out of receiving Promotional Emails anytime by simply clicking the unsubscribe button at the bottom of our emails.

Please note that, to the extent that they are applicable, our general terms & conditions (above) and privacy policy also apply to members of our mailing list.

If you do not agree with any part of our privacy policy or any of our Terms and Conditions, you must leave this Website immediately.

Shoes by style

Formal

Bridal

Shabby Chic

By occasion

Wedding

Work

Weekend

By size

Small sizes

Large sizes

Narrow shoes

Wide shoes

[Support](#)  
[Pricing](#)  
[Sizing](#)  
[Returns](#)  
[Shipping](#)  
[FAQ](#)  
[Contact us](#)

[Style tips](#)  
[Editor's picks](#)  
[How to](#)  
[What to wear](#)  
[Occasion](#)  
[Design advice](#)  
[Style faq](#)

[Account](#)  
[Log in](#)  
[Sign up](#)  
[Orders](#)  
[Credits](#)

[Gifts](#)

[Materials](#)

[FANCY FEET by Devita](#)  
[Media kit](#)  
[Careers](#)  
[Production](#)  
[Terms of use](#)

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[Pinterest](#)  
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