

FÁTIMA MENDES

www.fatimamendes.com

Online Store Customer Service

ABOUT US

The website **WWW.FATIMAMENDES.COM** is domiciled in Portugal and is owned by:

Fátima Mendes, S.A.

Avenida de Londres, bloco B3. 1º piso

4835-067 Guimarães, in Portugal,

VAT number - PT 502 578 912

Company registered in Portugal – C.R.C. Guimarães

Registered capital – 290.000,00€

TERMS AND CONDITIONS

The use and sales carried out on **FATIMAMENDES** website are settled by the following terms and conditions. By placing an order at **FATIMAMENDES** User:

Accept that it have read and agreed to these terms and conditions;

Declares to have at least eighteen (18) year of age and/or over the age of majority in the jurisdiction of residence, and the legal possibility to hire and use own means of payment

Will not make a fraudulent use of the website, contrary to law or to the good customs

Accept that is the Portuguese legislation that governs any conflict with the User, notwithstanding the contrary prediction in Community directive or international treaty.

COPYRIGHT & TRADEMARK

FATIMA MENDES S.A. is the owner of the web site **FATIMAMENDES** and its contents. This includes the documentation, images, characters, design, music, software, codes and format scripts. The material included in the website **FATIMAMENDES** is protected by copyright.

Reproduction, modification, transmission, re-publication and/or re-distribution to third parties for commercial purposes are strictly prohibited without the express written consent from FATIMA MENDES S.A.

FATIMA MENDES S.A. does not allow the use of the website's contents or the trademark for any other purpose than what is written above.

DISCLAIMER

FATIMA MENDES, S.A. publishes information on its website **FATIMAMENDES** to provide the best service to Users and permanently updates the information. However, FATIMA MENDES, S.A. declines every responsibility for eventual technical inaccuracy and/or typographical errors.

As per imposition of some brands some products can only be shipped to Europe and others can only be sold at **FATIMAMENDES** physical stores at Porto and Guimarães, in Portugal.

FATIMA MENDES, S.A. also reserves the right to make corrections and changes to the website when necessary without giving prior notice.

FATIMA MENDES, S.A. does not offer any guaranty that the information published on its own website, is in conformity with the laws of the User's competent jurisdiction, with the exception of the Portuguese territory.

FATIMA MENDES, S.A. website **FATIMAMENDES** is a protected site according to international Internet standards which, if used correctly, Users can be reassured not to encounter viruses. However, FATIMA MENDES, S.A. declines any responsibility from eventual problems, damages, viruses or risks that the User may incur during the misuse of the website and declines any responsibility from eventual faulty operations of the website

FATIMA MENDES, S.A. also reserves the right to modify the terms and the conditions contained in this legal note when it is necessary without giving prior notice.

The User and FATIMA MENDES, S.A. agrees to submit exclusively to the competent Court of Guimarães, in Portugal, for any questions related to the use of **FATIMAMENDES** website, notwithstanding contrary imperative prediction of the Portuguese legislation, directive of the European Community or International Treaty.

FATIMA MENDES, S.A. does not guarantee in any way that material present on the web site can be appropriate or of possible use in other countries, and the access to those materials from places where the relative contents are illegal is expressly prohibited. Users who choose to enter this site from said locations, do so at their own risk, and are solely responsible to respect relative local laws.

ITEMS DESCRIPTIONS

All items present in **FATIMAMENDES** are described as accurately as possible. Nevertheless, Users should read the item's description attentively and if there is any doubt, he should contact **FATIMAMENDES** at customerservice@fatimamendes.com .

Due to computer's color settings, browser software or computer system, the colors of the products displayed in the pictures on the **FATIMAMENDES** website can differ from their real colors. **FATIMAMENDES** cannot be held responsible for any such differences.

PRIVACY

All personal information provided to **FATIMAMENDES** website, will be handled with responsibility and will not be used to any other purposes than supplying the best service to the Users. **FATIMAMENDES** guarantee to not share any personal information with a third party without Users prior consent. For more informations, please consult our Privacy Policy on this website.

UNAVAILABILITY OF STOCK

FATIMAMENDES reserves the right to inform the User, within the next 72 hours after receiving an order, about the unavailability of any item. After informing the user about that unavailability, the contract shall be considered as automatically rescinded for the article unavailable. The cost of the unavailable article will be deducted from the statement of account of the card user.

The contract will keep and produce their normal effects regarding other articles eventually ordered, unless otherwise specified by the user.

PRIVACY POLICY

FÁTIMA MENDES, S.A. respects user privacy and protects its personal information. Most of the website can be navigated without the use of any shared information by the user. This document informs the user about the use that FÁTIMA MENDES, S.A. makes of any personal information whenever it is needed to provide their services.

REGISTRATION INFORMATION

When the user browses the website **FATIMAMENDES**, it is not registered any personal information unless it is a registered user and have previously accessed its personal area.

Whenever some personal information is requested for any register, it will be indicated the reason for that is requested.

FÁTIMA MENDES, S.A. does not share any information with third parties without user prior consent.

All services that include automatic sending of emails are activated only after the authorization of the user, who always has an option to unsubscribe.

COOKIESSome parts of **FATIMAMENDES** use cookies. This information is used to verify the usefulness and usability of the website and to check that user have permission to access certain services.

If user prefer not to receive cookies while visiting the website **FATIMAMENDES**, he must configure its browser to give a warn before registering a cookie on its hard drive, and reject it when it is detected its presence. User can also refuse all cookies by configuring its browser. **FATIMAMENDES** advice that user may need to enable cookies to use some of the paid services **FATIMAMENDES**.

USE OF REGISTERED INFORMATION

FÁTIMA MENDES, S.A. uses the information provided by the user on the website **FATIMAMENDES** exclusively to fulfill its requests for products and services.

DATA SECURITY

User informations registered in **FATIMAMENDES** servers are always protected by a login and password. Although **FATIMAMENDES** makes every effort, cannot guarantee the security of information that is transmitted, namely intrusion by third parties (hackers). In order to better ensure its safety, **FATIMAMENDES** advise the user to carry out a regular change its password access to the website.

For user safety, FÁTIMA MENDES, S.A. does not store any information about credit or debit cards on its servers.

INFORMATION SHARING

User's personal information is never shared with third parties without prior permission.FÁTIMA MENDES, S.A. may transfer personal user information to other companies, when needed to provide a product or service, and guaranteed that is shared only the minimum information necessary to satisfy the request.

OTHER SITES

On some occasions, user may find on **FATIMAMENDES** some links to other websites. FÁTIMA MENDES, S.A. does not share the user's personal information with those websites and is not responsible for their privacy policy. The user should consult the privacy statements of all websites that navigate.

CHANGES TO PRIVACY POLICY

FÁTIMA MENDES, S.A. reserves the right to modify its privacy policy at any time and without notice. Registered users of **FATIMAMENDES** will be notified of changes to our privacy policy, on the first time that he will access the website.

PRICES AND PAYMENTS

PRICES

All prices at **FATIMAMENDES** are stated in EUR €, GBP £, USD \$ and JPY ¥. These prices are calculated daily from the current exchange rates and are approximate only. The final price is fixed and will be charged in EUR €.

The amount on Users card statement will be the equivalent amount in its local currency based on the rate applied by the credit card company when Users account is debited. That rate used by Users bank or Credit Card Company may not be the exact rate as stated at time of purchase.

The price of each product is stated excluding shipping costs but including Portuguese VAT (23%).

PRICE CHANGES

FATIMAMENDES reserves the right to change prices of the products sold.

The prices of the products will, during the time of placing an order, be valid throughout that specific process.

CREDIT CARDS

All transactions are encrypted and 100% secure.

FATIMAMENDES accept credit and debits cards from:

Visa;

MasterCard;

American Express.

When placing an order the full amount is reserved on User account by **FATIMAMENDES**. Payment is debited from User card at the moment of the shipping.

All transactions on **FATIMAMENDES** are forwarded to a protected online banking system provided by Redunicre (www.redunicre.pt), which accepts cards from Visa, MasterCard and American Express.

Redunicre is certified for 3D Secure protocol implementations VISA (Verified by Visa) and MasterCard (Secure Code), and all information is encrypted using *SSL/TLS encryption*, which prevents unauthorized access to card details.

FATIMAMENDES do not store card numbers or any other payment information.

FATIMAMENDES advises Users to apply for E-commerce security PIN CODES provided by Verified by Visa and SecureCode by MasterCard .

For more information, please visit www.visa.com , www.mastercard.com and www.americanexpress.com

PAYPAL

Payments from PayPal Accounts are welcome on **FATIMAMENDES**.

MULTIBANCO

Users with account on a Portuguese bank can pay their orders on **FATIMAMENDES** by using Multibanco payment system.

TAX FREE (NON EU COSTUMERS)

All the prices in **FATIMAMENDES** include 23% VAT (Portuguese tax) and are applicable inside the European Community (EC).

Users outside of the European Union (EU), will have the VAT charge removed in the checkout process.

SHIPPING AND DELIVERY

SHIPPING CHARGES

Shipping charges will be added to the User order on the checkout process.

All orders to Portugal Continental are shipped by CTT Expresso with **FREE SHIPPING**;

The orders to the Portuguese Islands (Azores and Madeira) are subject to a cost of 20,00€.

The international orders are shipped by TNT, and subject to the costs mentioned below:

Europe

European Union 25,00€

Rest of Europe 25,00€

Free shipping in all orders above 300,00€

Other Continents

USA, Canada and South America 35,00€

Rest of the World 40,00€

Free shipping in all orders above 500,00€

All these rates will be increased in 50% on all the orders with more than 3 items and on the orders with more than 2 pairs of shoes.

The above rates will be automatically updated on the checkout of the order.

Shipping rates are not inclusive of import fees that could be charged when the package reaches Customer destination country.

FREE SHIPPING

Sometimes **FATIMAMENDES** offer Free Shipping on all orders. This will be clearly stated on **FATIMAMENDES** website. Free Shipping will be applied to the order on the checkout. **FATIMAMENDES** also provide Free Delivery on all orders over €300 or €500, depending on User location.

Sale items orders are not eligible for Free Delivery. In the case that User wants to make an order including Sale and non Sale item(s), the order must be split by making a separate one to get Free Delivery on the non Sale item(s).

EXTRA DUTIES AND CHARGES

For all countries inside the European Union (EU), prices include Portuguese VAT at 23%. Users outside of the European Union (EU), will have the VAT charge removed in the checkout process.

Orders to countries outside the European Union (EU) may be subject to VAT, import duties and/or taxes, which are levied once the package reaches Users country.

FATIMAMENDES shipments are made according to Incoterm Delivered Duty Unpaid (DDU), which means that **FATIMAMENDES** do not collect VAT, duties and/or taxes on orders to countries outside the EU and cannot predict which particular charges may be. If Users do incur in any such additional charges they must be rendered in order for its package to clear customs. Please contact the local customs office for more information.

DELIVERY TIMES

FATIMAMENDES operate Monday to Friday and not on local/public holidays.

Delivery times may be a little longer during sales or local/public holidays:

Portugal 1 to 3 working days

Europe 1 to 3 working days

USA and Canada 2 to 5 working days

Rest of the World 3 to 8 working days

IMPORTANT INFORMATION

All the orders require a signature upon delivery.

FATIMAMENDES are unable to redirect orders once items have been dispatched.

Delivery times are provided as guidelines only, and do not take into account possible delays caused by payment authorization or destination customs clearance.

DELIVERY STATUS

All orders are shipped from **FATIMAMENDES** warehouse within 2 business days (subject to card clearance).

Once the package is shipped **FATIMAMENDES** will send an email to the User with instructions on how to track and collect it.

For all orders, the shipping confirmation will include carrier and tracking number information.

HOW TO TRACK THE ORDERS

For orders to Portugal please visit www.cttexpresso.pt.

For other countries please visit www.tnt.com.

If it is not possible for **FATIMAMENDES** to deliver the ordered goods, User has the right to cancel the order.

If the payment has been made in advance, the money will be refunded within 30 days.

In the event of late deliveries a new delivery date will be offered. If this is not suitable then User has the right to cancel the order.

SHIPPING AND COLLECTING

During the registration process at **FATIMAMENDES** User will be required to register or provide its personal address information.

The package will be delivered to the address stated as User delivery address. If User wishes **FATIMAMENDES** to ship the package to an alternative address, that address must be stated in the checkout process.

If the User wishes to send products to more than one address, he should place one order for each address. User will be charged for shipping on each order.

With the tracking number information provided with each order, User will be able to track his package at every moment. Due to courier restrictions and the risk of credit card fraud **FATIMAMENDES** cannot deliver to PO Boxes.

SHIPPING AND COLLECTING PACKAGES IN PORTUGAL

Orders within Portugal will be shipped with CTT Expresso.

User can track its package at CTT Expresso website using the tracking number provided.

Once that CTT Expresso requires a signature when delivering the goods, User or his representative will have to be present at specified shipping address at the time of the delivery.

SHIPPING AND COLLECTING INTERNATIONAL PACKAGES

International orders will be shipped with TNT.

User can track its package at www.tnt.com using the tracking number provided.

Once that TNT courier requires a signature when delivering the goods, User or his representative will have to be present at specified shipping address at the time of the delivery.

SUCCESSFUL SHIPMENT DELIVERY

Upon delivery of every order, costumers are asked to inspect the box carefully **BEFORE** signing for the delivery.

FATIMAMENDES packages are carefully sealed with personalised plastic tape.

If for any reason the box looks tampered with, either sign for the package with reservations or refuse the package.

In the event that the box has been signed for with an unauthorized signature or there is evidence that the package has been tampered with, open a claim immediately with the courier and please contact **FATIMAMENDES** at customerservice@fatimamendes.com.

If, for any reason, packages are not able to be successfully sent to the shipping address provided by the User at the time of purchase, there is a risk that the pack will be returned to **FATIMAMENDES** at the User expense. These fees will then be deducted from any eventual reimbursements or refunds to the User.

If the package is not successfully delivered to the User address due to a lack of cooperation from the User (wrong telephone number, wrong address, absent at address, non-compliance with import regulations) as per the **FATIMAMENDES** commercial agreement, the package may risk being sent back to Portugal at the User expense including any import fees that may be assessed upon re-entry to Portugal. These fees will be deducted from any eventual reimbursement.

UNCOLLECTED ITEMS

Shipping costs will not be refunded for uncollected items.

Return shipment for uncollected items may be subject to additional taxes, costs or charges levied by customs or other parties, none of which will be refunded by **FATIMAMENDES**.

INSURANCE

FATIMAMENDES insures each purchase during the time it is in transit until it is delivered to the User. All orders require signature upon delivery, at which point responsibility for the shipment passes the User.

If User has specified a recipient which is not itself for delivery purposes then he accept that evidence of a signature by them is evidence of delivery and fulfillment by **FATIMAMENDES** and transfer of responsibility in the same way.

FORCE MAJEURE

In case of Force Majeure, **FATIMAMENDES** obligations can be delayed. The contract between the User and **FATIMAMENDES** can, in such cases, be partially or fully terminated by either party.

Force Majeure is consider when an even as war, civil war, revolution, riot, governmental measures, strike, blockage, natural disasters or something similar happen.

In any of these cases **FATIMAMENDES** will do all that it can be done to solve the matter for the User as soon and entirely as possible.

RETURNS, REFUNDS AND EXCHANGES

Return Policy

If for any reason the User is not satisfied with an order, the item can be returned **within 14 days** from the date of delivery, for size exchange or refund.

All return shipping costs are to be paid by the User.

Return Instructions

User should access the order in its personal area of the website **FATIMAMENDES** within 14 days from the date of delivery, and follow the instructions to complete the return.

FATIMAMENDES will then send an email to the user with the coordinates of the return, along with the RAN, making it possible to return the item.

When making a return, **User must be sure to clearly mark the return shipment as “returned goods” on any customs or postal forms and also on the outside of the package.**

User should send the return with the courier indicated in the email sent by FATIMAMENDES, and must write the Return Authorization Number on the Airway Bill, on the outside of the box and complete the AirWay Bill as per the instructions in the R.A.N. e-mail (The Courier will provide the AirWay Bill to complete upon pick-up), and please ensure to fill in and enclose the returns form when returning the good(s) to FATIMAMENDES.

The goods to be returned must be checked by the courier, when picking-up, so please do not close the box before it.

Additional duties, taxes and/or any additional charge(s) that User may have, will not be refunded by **FATIMAMENDES**.

In case of return of the whole or part of the order **FATIMAMENDES** will refund the amount that User has paid (excluding shipping charges).

Users can choose between two compensation options:

Size exchange

Items can be exchanged only when a different size or a different colour of the same Item Code is available. Exchanges for a different Item code are currently unavailable.

In the case of an exchange, **FATIMAMENDES** will not add additional charges for shipping of the new item.

In the case of an exchange, User should access the order in its personal area of the website **FATIMAMENDES**, within 14 days from the date of delivery, and follow the instructions to complete the exchange as soon as possible to reserve another size/color.

Once the exchange items are received and checked, the new items will be shipped immediately.

As in Returns and Refunds, all additional duties, taxes or any additional charge that User may have, will not be refunded by **FATIMAMENDES** in the case of exchanged items.

Refund

Refunds will be processed as soon as returned items have been checked and accepted. For orders paid by credit card, the refunded amount will be available to customers in approximately 10 days and within their next billing statement. Processing time may vary depending on the credit card company.

Orders paid by Paypal or by bank transfer will be refunded to the original account.

For countries within the European Community (EC), VAT will be included in the refund.

Returns and exchanges must arrive within 10 days of receiving the R.A.N., and respecting the following conditions:

The Security Tag must still be intact and attached to returned items. Item(s) must not have been worn, washed or altered in any way, and must not show any signs of use. Soles of footwear must be in perfect condition and must not be marked in any way.

Items must be returned with all original tags, packaging and other accessories (dustbags, hangers, garment covers etc.) received with the order.

Shoes and other accessories must be returned with their original boxes, which must not be damaged and/or altered or used as the external parcel for the shipment.

Returns must be packaged in the **FATIMAMENDES** box.

In the case of defective or incorrect merchandise, clients must follow the instructions above.

Swimwear (bikini bottoms, swim trunks or briefs) and intimate apparel (briefs, boxers) must be tried on over underwear. Returns will not be accepted if the protective hygienic strip has been removed. Items that have any sign of use or wear will be returned to the client.

Pick-ups for all authorized returns with **FATIMAMENDES** courier account numbers must originate from the same country of the original shipment.

FATIMAMENDES reserves the right to refuse returns that are unauthorized and/or not sent with the same courier as specified in the email detailing the return instructions. If an unauthorized return is accepted, **FATIMAMENDES** will deduct a 10% administrative/re-stocking fee from the refund.

FATIMAMENDES will not accept returned merchandise that does not follow the terms and conditions of the returns policy. Such items will be returned to the sender at the original shipment address.

DAMAGED IN TRANSIT/DEFECTIVE PRODUCTS

Returns of faulty items will only be accepted if the goods were faulty when delivered to the User. **FATIMAMENDES** staff takes every effort to check all the goods thoroughly for any faults before shipping them.

FATIMAMENDES reserves the right to request photographic support regarding defective or incorrect merchandise before authorizing a return for full reimbursement of shipping and import fees.

All items returned as faulty will be inspected on receipt and any items deemed to subject to fair wear and tear will not be accepted as faulty.

Faulty items will be exchanged to the same type of product in the same size, subject to availability. If User do not wishes to be sent a replacement, he should make this request clear when accessing its personal account on **FATIMAMENDES** about the fault.

Requests of return of faulty goods must be made to **FATIMAMENDES** within 14 days from the date of delivery.

Refunds for faulty items will take place in a 30 days period after receiving the returned products. In case **FATIMAMENDES** cannot offer a replacement to the User, he will have a refund to the original purchaser's credit/debit card used for the order in question to the value of the item at the time of purchase.

RETURNS AND EXCHANGES ON SALE ITEMS

All sales of Sale items (those displaying a reduced price) are final. No exchange or refund will be offered against Sale purchases and the Returns, Refunds and Exchanges conditions will not apply.

GIFT CARD

The **FATIMAMENDES** GIFT CARD:

is available in the amounts of Euro **100, 150, 250, 500, 750 and 1000**.

is redeemable exclusively on-line for any article featured on the **FATIMAMENDES** website.

has a validity of 3 months.

is sent to the beneficiary in an elegant envelope accompanied by a personal message.

can be used for one single order.

can be used towards an order of greater value than the Gift Card amount.

can be used in conjunction with other **FATIMAMENDES** Gift Cards of varying amounts towards one purchase. Please contact customerservice@fatimamendes.com for a cumulative code.

The **FATIMAMENDES** GIFT CARD:

cannot be redeemed or exchanged for cash.

cannot be used to purchase other Gift Cards.

cannot be used to pay any shipment cost.

do not include any eventual import fees on the shipped merchandise. Import Fee payment is the sole responsibility of the Gift Card beneficiary.

Orders placed with Gift Cards can be returned. If the returned item is for a refund the amount of the return will be credited back to the Gift Card.

Orders placed with Gift Cards are subject to the standard commercial terms and privacy policies as published on **FATIMAMENDES**.

FATIMAMENDES Gift Cards are sent by priority shipment to the address indicated during the order process. **FATIMAMENDES** is not responsible for shipment delays or mishaps due to incorrect or incomplete shipping addresses.

FATIMAMENDES is not responsible for the misuse of lost or stolen cards. Please contact customerservice@fatimamendes.com for lost or stolen Gift Cards.

FATIMAMENDES reserves the right to refuse orders placed with Gift Cards that may be invalid, fraudulent or the result of code duplication.

PROMOTIONAL CODES

Users who have been sent a **FATIMAMENDES** Promotional Code by newsletter, through social networks or on approved promotional web sites can insert this code on the checkout of the order. Each code has a validity start and end date which limits its use and cannot be extended. Promotional Codes cannot be used simultaneously with other promotions.