



Terms of Service

1. Introduction

This website is operated by Zagy Shoe Shop Ltd. The terms “we”, “us”, and “our” refer to Zagy Shoe Shop Ltd. The use of our website is subject to the following terms and conditions of use, as amended from time to time (“Terms of Service”, “Terms”). The Terms are to be read together by you with any terms, conditions or disclaimers provided in the pages of our website. Please review the Terms carefully. The Terms apply to all users of our website, including without limitation, users who are browsers, customers, merchants, vendors and/or contributors of content. If you access and use this website, you accept and agree to be bound by and comply with the Terms of Service. If you do not agree to the Terms, you are not authorized to access our website, use any of our website’s services or place an order on our website.

Our website is hosted on Sibername.com. The on-line e-commerce platform has been provided by Ecwid Inc. and payment gateway has been provided by Moneris Solutions.

2. Use of our Website

You agree to use our website for legitimate purposes and not for any illegal or unauthorized purpose, including without limitation, in violation of any intellectual property or privacy law. By agreeing to the Terms, you represent and warrant that you are at least the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site. You agree to not use our website to conduct any activity that would constitute a civil or criminal offence or violate any law. You agree not to attempt to interfere with our website’s network or security features or to gain unauthorized access to our systems.

You agree to provide us with accurate personal information, such as your email address, mailing address and other contact details in order to complete your order or contact you as needed. You agree to promptly update your account and information. You authorize us to collect and use this information to contact you in accordance with our Privacy Policy.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

3. General Conditions

We reserve the right to refuse service to anyone, at any time, for any reason. We reserve the right to make any modifications to the website, including terminating, changing, suspending or discontinuing any aspect of the website at any time, without notice. We may impose additional rules or limits on the use of our website. You agree to review the Terms regularly and your continued access or use of our

website will mean that you agree to any changes. You agree that we will not be liable to you or any third party for any modification, suspension or discontinuance of our website or for any service, content, feature or product offered through our website.

4. Products or Services

All purchases through our website are subject to product availability. We may, in our sole discretion, limit or cancel the quantities offered on our website or limit the sales of our products or services to any person, household, geographic region or jurisdiction. Prices for our products are subject to change, without notice. Unless otherwise indicated, prices displayed on our website are quoted in Canadian dollars.

We reserve the right, in our sole discretion, to refuse orders, including without limitation, orders that appear to be placed by distributors or resellers. If we believe that you have made a false or fraudulent order, we will be entitled to cancel the order and inform the relevant authorities. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made.

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

5. Links to Third - Party Websites

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

6. Optional Tools

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

7. Use Comments, Feedback, and Other Submissions

You acknowledge that you are responsible for the information, profiles, opinions, messages, comments and any other content (collectively, the "Content") that you post, distribute or share on or through our website or services available in connection with our website. You further acknowledge that you have full responsibility for the Content, including but limited to, with respect to its legality, and its trademark, copyright and other intellectual property ownership.

You agree that any Content submitted by you in response to a request by us for a specific submission may be edited, adapted, modified, recreated, published, or distributed by us. You further agree that we are under no obligation to maintain any Content in confidence, to pay compensation for any Content or to respond to any Content. You agree that you will not post, distribute or share any Content on our website that is protected by copyright, trademark, patent or any other proprietary right without the express consent of the owner of such proprietary right. You further agree that your Content will not be unlawful, abusive or obscene nor will it contain any worms or viruses or any code of a destructive nature that could affect our website's operations.

You will be solely liable for any Content that you make and its accuracy. We have no responsibility and assume no liability for any Content posted by you or any third-party. We reserve the right to terminate your ability to post on our website and to remove and/or delete any Content that we deem objectionable. You consent to such removal and/or deletion and waive any claim against us for the removal and/or deletion of your Content.

8. Your Personal Information

Please see our Privacy Policy to learn about how we collect, use, and share your personal information.

9. Errors and Omissions

Please note that our website may contain typographical errors or inaccuracies and may not be complete or current. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time, without prior notice (including after an order has been submitted). Such errors, inaccuracies or omissions may relate to product description, pricing, promotion and availability and we reserve the right to cancel or refuse any order placed based on incorrect pricing or availability information, to the extent permitted by applicable law. We do not undertake to update, modify or clarify information on our website, except as required by law.

10. Disclaimer and Limitation of Liability

You assume all responsibility and risk with respect to your use of our website, which is provided “as is” without warranties, representations or conditions of any kind, either express or implied, with regard to information accessed from or via our website, including without limitation, all content and materials, and functions and services provided on our website, all of which are provided without warranty of any kind, including but not limited to warranties concerning the availability, accuracy, completeness or usefulness of content or information, uninterrupted access, and any warranties of title, non - infringement, merchantability or fitness for a particular purpose. We do not warrant that our website or its functioning or the content and material of the services made available thereby will be timely, secure, uninterrupted or error -free, that defects will be corrected, or that our websites or the servers that make our website available are free of viruses or other harmful components.

The use of our website is at your sole risk and you assume full responsibility for any costs associated with your use of our website. We will not be liable for any damages of any kind related to the use of our website. In no event will we, or our affiliates, our or their respective content or service providers, or any of our or their respective directors, officers, agents, contractors, suppliers or employees be liable to you for any direct, indirect, special, incidental, consequential, exemplary or punitive damages, losses or causes of action, or lost revenue, lost profits, lost business or sales, or any other type of damage, whether based in contract or tort (including negligence), strict liability or otherwise, arising from your use of, or the inability to use, or the performance of, our website or the content or material or functionality through our website, even if we are advised of the possibility of such damages.

Certain jurisdictions do not allow limitation of liability or the exclusion or limitation of certain damages. In such jurisdictions, some or all of the above disclaimers, exclusions, or limitations, may not apply to you and our liability will be limited to the maximum extent permitted by law.

11. Indemnification

You agree to defend and indemnify and hold harmless Zagy Shoe Shop Ltd. and our affiliates, our and their respective directors, officers, agents, contractors, and employees against any losses, liabilities, claims, expenses (including legal fees) in any way arising from, related to or in connection with your use of our website, your violation of the Terms, or the posting or transmission of any materials on or

through the website by you, including but not limited to, any third party claim that any information or materials provided by you infringe upon any third party proprietary rights.

12. Entire Agreement

The Terms and any documents expressly referred to in them represent the entire agreement between you and us in relation to the subject matter of the Terms and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing. Both you and we acknowledge that, in entering into these Terms, neither you nor we have relied on any representation, undertaking or promise given by the other or implied from anything said or written between you and us prior to such Terms, except as expressly stated in the Terms.

13. Termination

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

14. Waiver

Our failure to exercise or enforce any right or provision of the Terms will not constitute a waiver of such right or provision. A waiver by us of any default will not constitute a waiver of any subsequent default. No waiver by us is effective unless it is communicated to you in writing.

15. Headings

Any headings and titles herein are for convenience only.

16. Severability

If any of the provisions of the Terms are determined by any competent authority to be invalid, unlawful or unenforceable, such provision will to that extent be severed from the remaining Terms, which will continue to be valid and enforceable to the fullest extent permitted by law.

17. Governing Law

Any disputes arising out of or relating to the Terms, the Privacy Policy, use of our website, or our products or services offered on our website will be resolved in accordance with the laws of the Province of Ontario without regard to its conflict of law rules. Any disputes, actions or proceedings relating to the Terms or your access to or use of our website must be brought before the courts of the Province of Ontario in the City of Toronto, Ontario and you irrevocably consent to the exclusive jurisdiction and venue of such courts.

18. Changes to Terms of Service

You can review the most current version of the Terms of Service at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

19. Questions or Concerns

Please send all questions, comments and feedback to us at froddo.canada@yahoo.ca