

Terms Of Service

Last Updated: September 22, 2026

Welcome to Tempy Design Company, LLC. We operate the website located at tempydesigncompany.com.

By accessing or using our Site, purchasing our products (including apparel, stationery, accessories, and other goods), or engaging in our services, you agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”). Please read these Terms carefully before using our website.

1. Overview & Eligibility

By agreeing to these Terms, you represent that you are at least the age of majority in your state or province of residence. If you are under the age of majority, you represent that you have obtained parental or guardian consent to use this Site.

We reserve the right to refuse service to anyone for any reason at any time.

2. Online Store & Product Information

We make every effort to display the colors, textures, and details of our products—including t-shirts, tote bags, bracelets, keychains, and stationery—as accurately as possible.

- Variations: Because monitor displays vary, we cannot guarantee that your screen’s display of any color will be completely accurate. Minor variations in handmade or custom-designed items may occur.
- Modifications: We reserve the right to modify or discontinue any product, design, or service at any time without notice.
- Pricing: Prices for our products are subject to change without notice.

3. Purchases, Billing, & Account Accuracy

You agree to provide current, complete, and accurate purchase and account information for all purchases made at our store.

- Order Restrictions: We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.
- Cancellations: We reserve the right to refuse or cancel any order you place with us. In the event that we make a change to or cancel an order, we will attempt to notify you by contacting the email or billing address/phone number provided at the time the order was made.

4. Shipping & Delivery

Shipping times and costs are calculated at checkout and are subject to third-party carrier delays.

- Risk of Loss: All items purchased from our Site are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier.
- International Shipping: If applicable, buyers are responsible for any customs duties, taxes, or import fees incurred at the destination country.

5. Returns, Refunds, & Exchanges

Our return and exchange policy is governed by our 14-day return policy for unused, unwashed items in original packaging.

- Non-Returnable Items: Final sale items, custom-printed designs, or digital downloads (if applicable) cannot be returned.
- Damages: If an item arrives damaged or defective, please contact us within 7 days of delivery with photographic proof so we can resolve the issue.

6. Intellectual Property & Ownership

All content included on this Site—including but not limited to custom artwork, graphic designs, product illustrations, logos, text, images, and brand messaging—is the exclusive property of the Company and is protected by copyright, trademark, and other intellectual property laws.

- Prohibited Use: You may not copy, reproduce, modify, distribute, display, or create derivative works of any of our designs or products without explicit, written permission from us. Buying a physical product (like a shirt or keychain) does not transfer any copyright or intellectual property rights to you.

7. Prohibited Uses of the Site

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content:

- For any unlawful purpose or to solicit others to perform unlawful acts.
- To infringe upon or violate our intellectual property rights or the intellectual property rights of others.
- To transmit viruses, malware, or any other type of malicious code.
- To scrape, crawl, or harvest data from the Site without authorization.

8. Limitation of Liability

The Company does not guarantee that your use of our service will be uninterrupted, timely, secure, or error-free. In no case shall the Company, our directors, officers, employees, or affiliates be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, or consequential damages of any kind—including lost profits or lost savings—arising from your use of the Site or any products procured using the service.

9. Indemnification

You agree to indemnify, defend, and hold harmless the Company and our affiliates, partners, and employees from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or your violation of any law or the rights of a third-party.

10. Governing Law

These Terms of Service and any separate agreements whereby we provide you products or services shall be governed by and construed in accordance with the laws of the State of Colorado, United States, without regard to its conflict of law principles.

11. Changes to Terms of Service

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

12. Contact Information

Questions about the Terms of Service should be sent to us at: tempydesignco@gmail.com