

# Terms of Service

**Effective Date: June 2, 2026**

Welcome to Mixed Maker Shop. These Terms of Service ("Terms") govern your access to and use of the website located at mixedmakershop.com (the "Site") and any services, products, or digital tools provided by Mixed Maker Shop, including its specialized divisions: Topher's Web Design, GiGi's Print Shop, and AI & Automation systems (collectively, the "Services").

By accessing our Site or engaging our Services, you agree to be bound by these Terms. If you do not agree to these Terms, please do not use our Site or Services.

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## 1. Our Services

Mixed Maker Shop is an umbrella creative studio providing a variety of digital and physical services:

- **Topher's Web Design:** Development of mobile-friendly websites, landing pages, and local SEO foundations.
- **GiGi's Print Shop:** Custom 3D printing services for prototypes, practical parts, and creative items.
- **AI & Automation:** Implementation of AI workflows, customer-helper bots, and digital automation tools.
- **Creative Projects:** Digital products, templates, and experimental builds from Mixed Maker Labs.

## 2. Consultations and Estimates

We provide several tools to help you understand our services before you commit:

- **Captain Maker:** Captain Maker is an AI helper. He's smart, but his answers are not a legal contract, a guarantee, or expert advice. Always verify key details (pricing, timelines, materials, specs, and scope) with Topher before you commit. Any estimates from Captain Maker are for informational purposes and do not constitute a binding contract until a formal project scope is approved by Mixed Maker Shop.
- **Free Homepage Preview:** We may offer a complimentary homepage mockup. While this preview reflects our creative direction, Mixed Maker Shop retains all ownership of the preview until a formal agreement is reached and payment is made.

## 3. Payments, Deposits, and Refunds

- **Standard Billing:** For web design and custom projects, we typically require a 50% non-refundable deposit to begin work, with the remaining 50% balance due upon project completion or prior to the site going live.
- **No-Refund Policy:** Due to the custom nature of our work (both digital and physical), **all payments are final**. Once a payment is processed, it is non-refundable.
- **Pricing and Estimates:** Any quote or estimate we provide is valid for **30 days** unless we state otherwise in writing.

- **Subscription Services:** Monthly fees for hosting, support, or premium digital access are billed in advance and are non-refundable. You may cancel your subscription at any time to prevent future charges.

#### 4. Custom 3D Printing (GiGi's Print Shop)

- **Custom Orders Are Final Once Printing Starts:** Once we start printing a custom request, it's final. **No refunds on custom work.**
- **Design Accuracy:** We print based on the specifications or files provided. We are not responsible for structural failures resulting from client-provided designs.
- **Product Use and Misuse:** Our 3D prints are for personal or decorative use unless we agree otherwise in writing. Unless explicitly stated, our prints are not rated for industrial, high-heat, or safety-critical applications. Mixed Maker Shop is not responsible for injury, damage, or loss caused by misuse, modification, or use outside the intended purpose.
- **Shipping Responsibility:** We ship via standard carriers. Once your package leaves our shop, the carrier is responsible for getting it to your door (including delays, loss, or damage in transit).

#### 5. Web Design and Digital Ownership

- **Content Responsibility:** You are responsible for providing all text, images, and data required for your website. You warrant that you have the right to use any materials provided to us.
- **Ownership:** Upon receipt of final payment in full, the ownership of the custom website design and its code is transferred to you. Mixed Maker Shop retains the right to display the work in our portfolio and marketing materials.

#### 6. AI and Automation Disclaimers

- **AI Guidance:** Our AI tools and bots (including Captain Maker) are designed to assist and guide users. However, AI can occasionally produce inaccurate information. Mixed Maker Shop does not guarantee the absolute accuracy of AI-generated content and is not responsible for decisions made based on bot interactions.
- **Bot Guardrails:** We build AI helpers with specific guardrails, but we are not liable for unintended outputs or service interruptions caused by third-party AI platform providers (e.g., OpenAI, Anthropic).

#### 7. Limitation of Liability

To the maximum extent permitted by law, Mixed Maker Shop and its owners shall not be liable for any indirect, incidental, or consequential damages, including loss of profits, data, or business opportunities, arising out of or in connection with the use of our Site or Services. Our total liability for any claim shall not exceed the amount paid by you for the specific service in question.

## **8. Termination**

We reserve the right to terminate or suspend access to our Services immediately, without prior notice, if you breach these Terms. Upon termination, your right to use the Services will cease, and any outstanding balances will become immediately due.

## **9. Governing Law**

These Terms shall be governed by and construed in accordance with the laws of the State of Arkansas, without regard to its conflict of law provisions.

## **10. Contact Us**

If you have any questions about these Terms, please contact us at: **Mixed Maker Shop** Email: [topher@mixedmakershop.com](mailto:topher@mixedmakershop.com) Website: [mixedmakershop.com](http://mixedmakershop.com)