

GOOD CANDY, INC.

WEBSITE TERMS AND CONDITIONS OF USE

Last Updated: 04/17/2026

These Terms and Conditions of Use (the “Terms”) govern your access to and use of the website located at www.moooshcandy.com and any related online content made available by Good Candy, Inc. (“Good Candy,” “we,” “us,” or “our”) (collectively, the “Site”). The Site is an informational website operated from the United States.

By accessing or using the Site, you agree to these Terms and to our Privacy Policy, which is incorporated into these Terms by reference. If you do not agree, please do not use the Site.

PLEASE READ SECTION 13 (DISPUTE RESOLUTION; ARBITRATION; CLASS ACTION WAIVER) CAREFULLY. IT REQUIRES YOU AND GOOD CANDY TO RESOLVE DISPUTES THROUGH BINDING INDIVIDUAL ARBITRATION AND WAIVES YOUR RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS ACTION.

1. The Site Is Informational Only

The Site provides general information about Good Candy and its products, including company information, product descriptions, nutrition content, brand materials, and similar editorial content. The Site does not sell products or services directly, does not process payments, and does not provide accounts, subscriptions, or other transactional functionality. If you wish to purchase Good Candy products, you must do so through an authorized retailer or distributor.

2. Eligibility

THE SITE IS INTENDED FOR USERS LOCATED IN THE UNITED STATES WHO ARE AT LEAST 18 YEARS OF AGE. While the Site is not designed to attract or be used by minors, we do not affirmatively restrict access by minors. We do not knowingly target advertising to children under 16 on channels where age targeting is reasonably possible. By using the Site, you represent that you meet these eligibility requirements.

3. Permitted Use; License

Subject to these Terms, Good Candy grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access and use the Site for your personal, informational, and (where you are visiting in a business capacity) lawful business research purposes. All other uses are prohibited unless expressly authorized by us in writing.

4. Prohibited Conduct

You agree not to, and not to permit any third party to, do any of the following:

- Use the Site in any unlawful manner or for any unlawful purpose, or in any way that could damage, disable, overburden, or impair the Site;
- Use any robot, spider, scraper, crawler, or other automated means to access, monitor, copy, or extract any content or data from the Site, or otherwise collect or harvest any information from the Site;

- Use the Site, or any content on the Site, to train, fine-tune, develop, evaluate, or improve any artificial intelligence or machine-learning model;
- Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of any software made available on the Site, except to the extent applicable law expressly permits such activity notwithstanding this restriction;
- Copy, reproduce, modify, distribute, publicly display, publicly perform, or create derivative works of the Site or any content on the Site, except as expressly permitted by these Terms;
- Frame, mirror, or otherwise present the Site in a manner that suggests an affiliation, sponsorship, or endorsement that does not exist;
- Remove, obscure, or alter any copyright, trademark, or other proprietary notice on the Site;
- Attempt to gain unauthorized access to the Site, any related systems or networks, or any data stored therein, or interfere with any security feature of the Site;
- Introduce any virus, worm, malware, or other malicious code to the Site; or
- Use the Site in any way that infringes the intellectual property, privacy, publicity, or other rights of any third party.

5. Intellectual Property

The Site, including all text, images, graphics, photographs, videos, illustrations, layouts, designs, and other content, and the selection, arrangement, and “look and feel” thereof, is owned by Good Candy or its licensors and is protected by United States and international intellectual property laws. The names “Good Candy” and the Good Candy logo, and any related product names, slogans, and designs, are trademarks of Good Candy or its affiliates. You may not use any Good Candy trademarks without our prior written permission. All rights not expressly granted to you in these Terms are reserved.

6. User-Submitted Content

From time to time, the Site may allow you to submit, post, or otherwise share photos, videos, reviews, testimonials, comments, or other materials (collectively, “User Content”), or you may send User Content to Good Candy by email or social media. As between you and Good Candy, you retain ownership of your User Content. By submitting User Content to Good Candy or posting it on or through the Site, you grant Good Candy and its affiliates a worldwide, perpetual, irrevocable, non-exclusive, royalty-free, fully paid-up, sublicensable, and transferable license to use, host, store, reproduce, modify, adapt, publish, translate, create derivative works of, distribute, publicly perform, and publicly display your User Content, together with your name, username, voice, image, and likeness as submitted, in any media now known or later developed, for any lawful business purpose, including marketing and advertising, without further notice, attribution, or compensation to you.

You represent and warrant that (a) you own or have the necessary rights, licenses, consents, and permissions to submit your User Content and to grant the license above, (b) your User Content does not and will not infringe or violate the rights of any third party (including intellectual property, privacy, and publicity rights), and (c) your User Content is truthful, reflects your honest views and experiences, and is not unlawful, defamatory, obscene, harassing, deceptive, or otherwise objectionable.

Good Candy has no obligation to monitor, screen, or edit User Content, but reserves the right (without obligation) to refuse, remove, or modify any User Content at any time, in its sole discretion and without notice. You are solely responsible for your User Content and the consequences of submitting it.

7. Feedback

If you send Good Candy any suggestions, ideas, comments, improvements, or other feedback regarding Good Candy, its products, or the Site (“[Feedback](#)”), you agree that Good Candy may use such Feedback for any purpose, commercial or otherwise, without obligation, attribution, or compensation to you, and that such Feedback is non-confidential.

8. Third-Party Links and Content

The Site may contain links to, or content from, third-party websites, services, or resources. Good Candy provides such links and content for convenience only and does not control, endorse, or assume responsibility for any third-party content, products, or services. Your use of any third-party website or service is at your own risk and is subject to that third party’s terms and privacy practices.

9. Nutrition and Health Information

Good Candy products are intended as part of a balanced diet. Any nutrition, wellness, or health-related information on the Site is provided for general informational purposes only and is not medical advice or a substitute for professional medical, nutritional, or dietary advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition, diet, allergies, or fitness program. Never disregard professional medical advice or delay seeking it because of something you have read on the Site.

10. Disclaimers

THE SITE AND ALL CONTENT ON THE SITE ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GOOD CANDY DISCLAIMS ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. GOOD CANDY DOES NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ANY CONTENT ON THE SITE IS ACCURATE, COMPLETE, RELIABLE, OR CURRENT. YOUR USE OF THE SITE IS AT YOUR SOLE RISK.

11. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL GOOD CANDY OR ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUES, DATA, GOODWILL, OR BUSINESS OPPORTUNITIES, ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF (OR INABILITY TO ACCESS OR USE) THE SITE OR ANY CONTENT ON THE SITE, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT GOOD CANDY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL CUMULATIVE LIABILITY OF GOOD CANDY AND ITS AFFILIATES ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE SITE WILL NOT EXCEED ONE HUNDRED U.S. DOLLARS (US\$100).

Some jurisdictions do not allow the exclusion or limitation of certain damages. To the extent any limitation in this Section is held unenforceable, the liability of Good Candy will be limited to the maximum extent permitted by applicable law.

12. Indemnification

To the fullest extent permitted by applicable law, you agree to defend, indemnify, and hold harmless Good Candy and its affiliates, and their respective officers, directors, employees, and agents, from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or relating to (a) your access to or use of the Site, (b) your User Content or Feedback, (c) your breach of these Terms, or (d) your violation of any law or the rights of any third party. Good Candy reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which case you agree to cooperate with Good Candy's defense.

13. Dispute Resolution; Arbitration; Class Action Waiver

Please read this Section carefully. It affects your legal rights.

Informal Resolution. Before initiating any formal dispute, you and Good Candy agree to attempt in good faith to resolve any dispute, claim, or controversy arising out of or relating to these Terms or the Site (each, a "Dispute") informally for at least sixty (60) days. To initiate informal resolution, you must send a written notice describing the Dispute and the relief sought to Good Candy at the address listed in Section 17 (with subject line "Dispute Notice"). The statute of limitations and any filing-fee deadlines will be tolled during this period.

Binding Arbitration. If the Dispute is not resolved within sixty (60) days, either party may submit the Dispute to final and binding individual arbitration administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules, as modified by these Terms. The arbitration will be conducted in English by a single arbitrator. Unless you and Good Candy agree otherwise, the arbitration will be conducted by telephone, video, or written submissions, or, if an in-person hearing is required, in the U.S. county where you reside. The arbitrator's award will be binding and may be entered as a judgment in any court of competent jurisdiction. The Federal Arbitration Act governs the interpretation and enforcement of this Section.

Class Action and Jury Trial Waiver. YOU AND GOOD CANDY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S CLAIMS AND MAY NOT PRESIDE OVER ANY FORM OF REPRESENTATIVE OR CLASS PROCEEDING. IF, FOR ANY REASON, A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, YOU AND GOOD CANDY EACH KNOWINGLY AND IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY.

Exceptions. Notwithstanding the foregoing, (a) either party may bring an individual action in small-claims court for any Dispute that qualifies, and (b) either party may seek injunctive or other equitable relief in a court of competent jurisdiction to protect its intellectual property rights.

14. Governing Law and Venue

These Terms and any Dispute (whether in contract, tort, or otherwise) will be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict-of-laws principles. Subject to Section 13, any action or proceeding not subject to arbitration must be brought exclusively in the state or federal courts located in Palm Beach County, Florida, and you consent to the personal jurisdiction of and venue in such courts.

15. Modifications to the Site and These Terms

Good Candy may modify, suspend, or discontinue the Site (or any portion of it) at any time, with or without notice, and will not be liable for doing so. Good Candy may also update these Terms from time to time. If we make material changes, we will indicate the new “Last Updated” date above and, where appropriate, provide additional notice (such as by posting a notice on the Site). Your continued use of the Site after the effective date of any updated Terms constitutes your acceptance of the updated Terms.

16. Termination

Good Candy may suspend or terminate your access to the Site at any time, for any reason or no reason, without notice or liability. Sections 5 through 14 and 16 through 18 will survive any termination of these Terms.

17. Notices and Contact

Notices to Good Candy under these Terms must be sent in writing to:

Good Candy, Inc.

4440 PGA Blvd., Ste. #600

Palm Beach Gardens, FL 33410

Email: gc@good-candy.com

18. Miscellaneous

These Terms, together with the Privacy Policy, constitute the entire agreement between you and Good Candy regarding the Site and supersede all prior or contemporaneous understandings on that subject. If any provision of these Terms is held invalid or unenforceable, the remaining provisions will remain in full force and effect, and the unenforceable provision will be modified to the minimum extent necessary to make it enforceable while preserving the parties’ intent. Good Candy’s failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. You may not assign or transfer these Terms without Good Candy’s prior written consent; Good Candy may assign these Terms freely. Section headings are for convenience only and have no legal effect. There are no third-party beneficiaries of these Terms.

Copyright Complaints. If you believe that content on the Site infringes your copyright, please visit our Copyright Policy page and follow the instructions there to send us a written notice.