

TERMS AND CONDITIONS

Scoops by Maximus, LLC

Effective Date: October 16, 2026

These Terms and Conditions govern your use of www.scoopsbymaximus.com and purchases made through our online store.

By using our website or placing an order, you agree to these Terms and Conditions.

1. Business Information

This website is operated by Scoops by Maximus, LLC, a Massachusetts business.

Website: <https://www.scoopsbymaximus.com>

Email: scoopsbymaximus@gmail.com

Registered Address:

Scoops by Maximus, LLC

82 Wendell Ave., Ste. 100

Pittsfield, MA 01201

United States

2. Use of Our Website

You agree to use our website lawfully and not to interfere with its operation, attempt unauthorized access, engage in fraudulent activity, or misuse its content or services.

You must have the legal capacity to enter into a binding agreement to place an order.

3. Products and Descriptions

Scoops by Maximus offers dog ice cream powder mixes and dog-themed merchandise, including accessories, keepsakes, and seasonal products.

Our dog ice cream mixes are designed to be prepared by adding water and freezing according to the instructions on the product packaging or website.

We make reasonable efforts to ensure product descriptions, photographs, prices, and other information are accurate. Actual product appearance, packaging, and colors may vary slightly due to photography, screen settings, or production updates.

We reserve the right to correct errors, update product descriptions, discontinue products, or limit quantities, subject to applicable law and any orders already accepted.

4. Pet Safety and Product Use

Our dog ice cream mixes are intended as treats for dogs and are not intended for human consumption.

Our formulations and ingredients have been reviewed by a licensed veterinary nutrition professional. This review does not guarantee that a product is suitable for every dog or replace advice from your veterinarian.

You are responsible for reviewing the ingredient list, following preparation and serving instructions, and considering your dog's size, dietary needs, allergies, sensitivities, and health conditions.

Introduce new treats cautiously. Consult your veterinarian before offering a new treat to a dog with known food sensitivities, a medical condition, or special dietary requirements.

Supervise your dog while enjoying a treat. Do not allow your dog to chew or swallow the serving cup, packaging, or other non-food items. Store and prepare products as directed and keep unused powder out of reach of pets and children.

Discontinue use and contact your veterinarian if your dog experiences an adverse reaction.

Our products are treats, not complete or balanced meals, veterinary treatments, or substitutes for professional veterinary advice.

5. Orders and Acceptance

When you place an order, you submit an offer to purchase the selected products. An order confirmation acknowledges receipt but does not necessarily constitute final acceptance.

We reserve the right to decline or cancel an order for legitimate reasons, including product unavailability, pricing or listing errors, suspected fraud, or shipping restrictions.

If we cancel an order after payment has been collected, we will arrange an appropriate refund to the original payment method, subject to applicable payment-provider procedures and law.

Please review your order, shipping address, and contact details carefully before completing checkout.

6. Prices, Taxes, and Payment

All prices are listed in U.S. dollars unless otherwise stated.

Prices and promotions may change without notice, but changes will not affect orders already accepted except as permitted by law or agreed with you.

Applicable taxes and shipping charges will be shown at checkout when required. Payments are processed through the payment methods available on our website.

Payment information is handled through our payment service providers. We do not intend to store complete payment card details on our own systems.

7. Shipping and Delivery

We currently ship to addresses within the United States.

Orders are generally processed within 2–3 business days. Estimated delivery is generally 5–7 business days, depending on the destination, shipping method, carrier, and order circumstances.

These are estimates, not guaranteed delivery dates. Holidays, weather, carrier disruptions, product availability, and unusually high order volumes may affect processing or delivery.

Tracking information will be provided when available.

You are responsible for providing an accurate shipping address. Contact us promptly if you identify an address error. We cannot guarantee changes after an order has been processed or shipped.

If your order appears lost, delayed, damaged, or incorrectly delivered, please contact us at scoopsbymaximus@gmail.com so we can investigate and help resolve the issue.

Free shipping, local delivery, or other delivery promotions are available only when expressly offered and subject to the terms stated at checkout or in the applicable promotion.

8. Returns, Refunds, and Damaged Orders

We want you and your pup to enjoy your Scoops by Maximus experience. If something is not right with your order, please contact us so we can review the issue.

If you experience a product issue, please contact us within 7 days of delivery, explaining the problem and providing your order number. We may request photographs or other reasonable information to investigate.

Depending on the circumstances, a resolution may include a replacement or store credit. Any remedy will be handled in accordance with applicable law.

Nothing in this policy limits rights or remedies that cannot legally be excluded.

Our general return policy does not replace any legal remedy available for defective, misrepresented, or nonconforming products.

9. Order Cancellations and Changes

Contact us as soon as possible if you need to cancel or change an order. We will try to accommodate your request if the order has not been processed or shipped.

Once an order has shipped, cancellation or modification may no longer be possible.

Any applicable refund will be handled in accordance with our refund policy and applicable law.

10. Promotions and Free Gifts

Discounts, giveaways, free gifts, limited-edition products, and promotional offers may be subject to additional conditions.

Unless expressly stated otherwise, promotions cannot be combined or applied retroactively to completed purchases, and free gifts have no cash redemption value.

We reserve the right to correct promotional errors and discontinue offers as permitted by law.

11. Intellectual Property

Our brand name, logos, product designs, photographs, illustrations, written content, graphics, and other website materials are owned by Scoops by Maximus, LLC or their respective rights holders and are protected by applicable intellectual property laws.

You may access and use website content for personal, noncommercial purposes. You may not reproduce, distribute, modify, sell, or commercially exploit our content without prior written permission, except as permitted by law.

12. Customer Reviews, Photographs, and Submissions

You retain ownership of content you create and submit to us, including reviews, photographs, testimonials, and suggestions.

If you voluntarily authorize us to use submitted content, you grant Scoops by Maximus a nonexclusive, royalty-free license to use, reproduce, and display that content for the purposes you authorize, subject to applicable law.

Submitting content privately does not automatically authorize us to publish it for promotional purposes. We will obtain permission when needed.

You represent that you have the necessary rights to content you submit and that its use does not unlawfully infringe another person's rights.

13. Third-Party Services and Links

Our website may rely on third-party services, including Wix, payment processors, shipping providers, and other business service providers. It may also link to external websites or social media platforms.

Third-party services are subject to their own terms and privacy policies. We are not responsible for independent third-party content or practices outside our reasonable control.

14. Website Disclaimer

We make reasonable efforts to keep our website accurate, secure, and available. However, we do not guarantee uninterrupted access or that the website will always be free of errors.

Nothing in these Terms excludes express warranties or consumer rights that cannot legally be excluded.

15. Limitation of Liability

To the fullest extent permitted by applicable law, Scoops by Maximus, LLC will not be liable for indirect, incidental, special, or consequential losses arising from website use or product purchases where such liability may lawfully be excluded.

Nothing in these Terms limits liability where such limitation is prohibited by law, including applicable liability for fraud or other conduct for which exclusion is not permitted.

Nothing in these Terms removes consumer rights or remedies available under applicable law.

16. Privacy

Our collection and use of personal information are described in our Privacy Policy.

Please review that policy to understand how we handle personal information.

17. Governing Law

These Terms are governed by the laws of the Commonwealth of Massachusetts and applicable federal law, subject to any mandatory consumer protections that apply to you.

Disputes will be handled by a court with appropriate jurisdiction, subject to applicable law.

18. Changes to These Terms

We may update these Terms to reflect changes in our products, website, business practices, or legal obligations.

Changes apply prospectively unless otherwise required by law.

19. Contact Us

For questions about these Terms, your order, or our products, contact:

Email: scoopsbymaximus@gmail.com

Website: <https://www.scoopsbymaximus.com>