Comeback Kids LLC, also known as "Comebackids," or “Comeback Kids” utilizes its community, programs, and collection of unique NFTs (non-fungible tokens) on the Ethereum blockchain, which feature visual assets representing diverse characters and stories, referred to as "Comebackids NFTs."

These Terms and Conditions govern the relationship between Comebackids and any individual using its website (www.comebackids.com, referred to as "Comebackids Website").

Please review these terms carefully before accessing and using the Comebackids Website.

User Requirements for the Comebackids Website

The Comebackids Website is intended for users who are 18 years or older. By using the site, you confirm that you meet this age requirement and have fully and unconditionally accepted these terms.

If you are under 18 years of age, you must obtain the prior consent of your parent or legal guardian and review these terms with them. The parent or legal guardian is responsible for the actions of the minor on the Comebackids Website and must comply with these terms.

If you disagree with any portion of these terms, you must immediately cease all use of the Comebackids Website.

**2 UPDATES TO TERMS**

The terms may be amended by Comeback Kids as they deem necessary. If you disagree with the updated terms, you must stop using the Comeback Kids website and related services.

**3 ACCESSING THE COMEBACK KIDS WEBSITE**

You are solely responsible for obtaining and maintaining the necessary technology and telecommunications resources to access the Comeback Kids website and use the services. You will bear the cost of internet access when using the website.

Comeback Kids reserves the right to temporarily or permanently close the website or restrict access to certain services for maintenance purposes, without notice or compensation. Comeback Kids may also make changes and improvements to the website and services as deemed necessary.

**4 SERVICES**

4.1 OVERVIEW

The Comeback Kids website provides access to various features, functionalities, and services related to the Comeback Kids NFT collections and community (the "services").

Some services may only be available to NFT holders and may require proof of ownership by linking a supported blockchain-based digital wallet to the Comeback Kids website (the "digital wallet").

4.2 NFT PRIMARY SALE SERVICES ON THE COMEBACK KIDS WEBSITE

Please note that digital wallets are third-party products and services that are not affiliated with Comeback Kids and are at the user's own risk and discretion. The user is solely responsible for the security of their digital wallet, including passwords, seed words, and keys. Comeback Kids will not be held responsible for any risks associated with the use of a digital wallet. If you lose access to your digital wallet, Comeback Kids will not be able to retrieve your NFT.

The Comeback Kids website may offer access to the primary sales of their NFTs through various methods such as a free mint for current NFT holders, an invite list, or a public sale. To participate, users must connect their digital wallet to the website and comply with any applicable requirements such as confirming ownership of a Comeback Kids NFT or paying the purchase price. The prices for the NFTs are set on the website and final at the time of purchase. Comeback Kids will transfer the purchased NFT directly to the user's wallet, and all sales on the website are final.

4.3 NFT SECONDARY SALE ON THIRD-PARTY PLATFORM

Users can also buy and sell Comeback Kids NFTs on third-party platforms through secondary sales. These platforms are not affiliated with Comeback Kids and are used at the user's own risk. Comeback Kids may receive a percentage of the resale price, as outlined on the website. To ensure the validity of the resale, users must only use third-party platforms that verify the NFT owner's rights and automatically grant a portion of the resale price to Comeback Kids. By participating in secondary sales on a third-party platform, users agree to abide by these terms.

**5 UNDERTAKINGS OF THE PARTIES**

5.1 USERS UNDERTAKINGS

Users are prohibited from directly or indirectly, unless given express permission by the terms and/or digital ownership assignment or by written consent from Comeback Kids, doing any of the following:

(i) Copying, modifying, communicating, transmitting, or creating derivative works based on the Comeback Kids website and/or property, and related intellectual property rights of Comeback Kids, or attempting to register any trademark, copyright, or acquire additional intellectual property rights. Additionally, using the Comeback Kids website or property to create, endorse, support, promote or condone any content or material that Comeback Kids deems, at its sole discretion, defamatory, obscene, pornographic, abusive, offensive, harassing, violent, hateful, racist, discriminatory, inflammatory, or otherwise objectionable or inappropriate. Also, accessing, downloading, uploading, sharing, communicating any content or using the Comeback Kids website or property in a way that infringes the rights, including intellectual property rights, of Comeback Kids or third parties, damages the reputation, rights, and interests of Comeback Kids, or falsely suggests an affiliation with or endorsement by Comeback Kids.

(ii) Decompiling, disassembling, reverse engineering, or attempting to discover the source code, ideas, algorithms, file formats, or programming interfaces of the Comeback Kids website, unless allowed by law. If the user wishes to obtain information to implement the website's interoperability with other software, the user must first consult Comeback Kids, who may provide the information for a fee. The user acknowledges that any internal cost incurred by Comeback Kids for providing this information will be invoiced.

(iii) Altering the content of the Comeback Kids website to conform to the user's own purposes, or integrating or combining the website with other software or documents, or creating composite or derivative works with all or part of the website, without Comeback Kids' permission.

In general, users are prohibited from violating any laws or regulations, or making any use of the Comeback Kids website, services, or property that may be deemed contrary to public order or unfair.

5.1 UNDERTAKINGS OF COMEBACK KIDS

Comeback Kids promises to make a genuine effort to maintain:

Honest, impartial, and professional behavior.

Clear and equitable communication with NFT owners.

Recognize, mitigate, and disclose any potential interests that may clash.

Meet the necessary security requirements set by law.

Always act in NFT owners' best interests and give equal treatment to all, unless specified differently on the website or by notice from Comeback Kids.

**6 SECURITY**

6.1 COMEBACK KIDS WEBSITE SECURITY

Comeback Kids endeavors to provide uninterrupted access and operation of their website for users 24/7. However, due to internet limitations, they cannot guarantee that the website will never experience interruptions, such as in event of force majeure, malfunction of the users’ equipment, malfunctions of the users’ internet networks and/or maintenance operations designed to improve the Comeback Kids website.

The user hereby represents, warrants, and agrees that, when accessing and/or using the Comeback Kids website and services, the user shall refrain from any act and/or omission which could, in any way whatsoever (i) jeopardize the security of the Comeback Kids website; (ii) attempt, in any manner, to obtain passwords or other security information from any other user; (iii) violate the security of any computer network, or cracks any passwords or security encryption codes; (iv) run any processes that interfere with the proper working of the Comeback Kids website and services; (v) disturb, hinder and/or prevent the proper functioning of the Comeback Kids website and services (such as, but not limited to, downloading viruses or malicious code whatsoever or by performing hacking activities of any nature or that otherwise interfere with the proper functioning of the Comeback Kids website and services).

6.2 MALICIOUS THIRD PARTIES

It is important to note that there may be malicious individuals offering fake NFTs claiming to be associated with Comeback Kids. If you have any concerns, reach out to Comeback Kids via contact information section 11. Your interactions with these third parties are done at your own risk and discretion, and Comeback Kids is not held responsible for any actions or consequences from interactions with these malicious individuals.

**7 DISCLAIMER**

Comeback Kids provides services related to unique NFTs (non-fungible tokens) that are one-of-a-kind and cannot be interchanged with other crypto-assets. Each NFT owned by a user is unique and exclusive to them.

Comeback Kids does not provide services for digital asset management, including initial coin offerings, custody of assets on behalf of others, buying and selling assets for fiat currency, exchanging assets, operating a trading platform, or offering intermediation services for asset acquisition.

The user agrees to avoid any actions or inactions that could be perceived as or suggest that they are accessing or utilizing Comeback Kids' website and services, including buying a Comeback Kids NFT, for speculative or investment reasons, as a replacement for currency or other medium of exchange, or for resale or redistribution. Additionally, the user should avoid any actions that suggest that accessing or using Comeback Kids' website and services, including buying a Comeback Kids NFT, could provide an opportunity for economic gain, profit, investment, equity, or any other form of ownership or profit-sharing interest in Comeback Kids or its affiliates or business partners.

The user acknowledges that their use of the website and services, including purchasing a Comeback Kids NFT, is for personal collection, use, and enjoyment only, and not for speculative or investment purposes, as a substitute for currency, or for resale or redistribution. Comeback Kids makes no warranty regarding the future value or resale price of an NFT.

The user is solely responsible for complying with all applicable laws and regulations, including tax obligations related to NFTs and cryptocurrencies. Changes in laws and regulations may impact the services and the user's rights and obligations with regards to their NFT.

**8 WARRANTY AND LIABILITY**

8.1 WARRANTIES

It is expressly agreed that Comeback Kids obligations under these terms are obligations of means. To the fullest extent allowed by law, the user acknowledges that the Comeback Kids website and services, including Comeback Kids NFTs, are offered by Comeback Kids as they are and without any additional warranties or representations. Comeback Kids denies all other implicit warranties and representations beyond what is specified in these terms.

Comeback kids makes no warranties whatsoever, regarding the Comeback Kids website, the services, and any transaction involving, in whole or in part, Comeback Kids NFT and/or cryptocurrencies, including, but not limited to, with regard to any risk associated with Comeback Kids NFT, such as, risk of failure to transfer the NFT to the user due to an error, such as forgotten passwords, mistyped addresses or incorrectly constructed transactions, mining attacks, cybersecurity attacks, blockchain malfunctions or other technical errors, telecommunications failure, unfavorable regulatory determinations or actions in one or more jurisdictions (including with respect to NFTs and/or cryptocurrencies), taxation of NFTs or cryptocurrencies, personal information disclosure, uninsured losses, unanticipated risks, volatility risks, server failure or data loss, corrupted or otherwise inaccessible digital wallets, unauthorized access, inability to access, transfer or display the NFT, risks arising from third-party providers, including third-party providers that may mint and/or store the NFT, and any damages arising from any unauthorized third-party activities, including without limitation the introduction of viruses or other malicious code, phishing attacks, sybil attacks, fifty-one percent (51%) attacks, brute forcing changes to the protocol rules of the blockchain (i.e., “forks”), or other means of attack that may affect, in any way, the NFT.

Comeback kids doesn't guarantee that the user's usage of the website and services will be continuous, prompt, and free from errors, malfunctions, viruses, or malicious codes. Any information on the Comeback Kids website is not ensured in any manner.

The user acknowledges and accepts that electronic communication may encounter disruptions from third parties. Comeback kids won't be held accountable for any damages, losses, costs, expenses, or loss of profits caused by these disruptions from third-party interferences on the internet network.

8.2 INDEMINIFICATION

The user shall indemnify, defend and hold Comeback Kids, and its member, directors, officers, employees, and agents (collectively, "the Comeback Kids claimants") harmless from and against any and all claims, liabilities, judgments, awards, losses, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees), arising out from (i) any breach by the user, or any of its respective employees or agents if any, of this terms or of any warranty, representation, covenant or obligation contained herein; (ii) any infringement or alleged infringement on the part of the Comeback Kids claimants in connection with any and all use of the Comeback Kids website, services and/or Comeback Kids NFT by the user.

8.3 LIMITATION OF LIABILITY

To the greatest extent permitted by applicable law, in no event shall Comeback Kids be liable for any indirect damages caused to a user in relation to access and/or use of the Comeback Kids website and/or the services.

**9 MISCELLANEOUS**

9.1 BREACH OF TERMS

If the user’s found to have violated the terms of the Comeback Kids website and is deemed in breach of the terms, Comeback Kids reserves the right to limit, suspend or terminate, temporarily or permanently, as of right, without any indemnification, compensation or refund whatsoever being owed and without any prejudice to any legal action that Comeback Kids may be entitled to, the user’s access to the Comeback Kids website and/or the services available to the user. Comeback Kids shall inform the user of its decision to suspend or limit the user’s rights and may, at its discretion, decide to restore the user’s rights.

9.2 THIRD PARTY CONTENT

The Comeback Kids website may display hypertext links redirecting the user to third party websites and/or applications. Comeback Kids shall not be held liable, in any way whatsoever, in respect of any hypertext links to third parties that may be accessible on the Comeback Kids website. In this respect, please note that Comeback Kids neither has any control over the content published by such third parties nor monitors such content. The Comeback Kids website may have links to third-party websites and applications. Comeback kids cannot be held responsible for any of the content on these linked sites and applications. Users are encouraged to review the terms and conditions of any third-party sites they access via links on the Comeback Kids website.

In the event that any content posted on the Comeback Kids website does not comply with these terms and/or infringes applicable legal and regulatory provisions, in particular because it constitutes manifestly unlawful content (e.g., defamatory, denigrating or infringing on the user's intellectual property rights), any user may report such infringement by contacting Comeback Kids in accordance with article 12.

9.3 ASSIGNMENT

Comeback Kids has the right to transfer its responsibilities and rights under these terms to any affiliate, subsidiary, third-party, or entity, including but not limited to a merger, division, partial transfer of assets, or full or partial business transfer. The user is not allowed to transfer their responsibilities under these terms without the prior written consent of Comeback Kids.

9.4 VALIDITY

If any part of these terms is found to be unenforceable, it will be removed from the document. However, the rest of the terms will still be valid. The part that is unenforceable will be replaced with provisions that have a similar meaning and scope to the original provisions.

9.5 ELECTRONIC COMMUNICATIONS

The user agrees, in accordance with applicable law, that electronic communication with Comeback Kids, including through email, is a valid method of exchanging information, providing notice, and serving as evidence, equivalent to communication in paper format.

**10 APPLICABLE LAW**

These terms and all of its provisions, as well as the rights and responsibilities of the parties involved, shall be regulated, understood, and enforced in accordance with the laws of the United States and the Territory of Puerto Rico. If a disagreement arises between the parties regarding the interpretation, implementation, or termination of these terms, they will make an effort to resolve the matter through friendly means. However, in the event that a formal dispute arises, the territory or federal court with jurisdiction located in San Juan, Puerto Rico shall be the appropriate venue for any legal action between the user and Comeback Kids.

**11 CONTACT INFORMATION**

PLEASE CONTACT US BY E-MAIL AT INFO@COMEBACKIDS.COM