

Terms of Use

PLEASE READ THESE TERMS OF USE ("TERMS") CAREFULLY. BY CLICKING THE "REGISTER" BUTTON, OR BY ACCESSING, OR USING THE PALMABOT.COM'S SERVICES, YOU AGREE THAT YOU HAVE READ AND AGREE TO BE LEGALLY BOUND BY THESE TERMS OF USE AND ALL TERMS INCORPORATED BY REFERENCE.

1. ACCEPTANCE OF TERMS

- 1.1. The services that Palmabot Community («Servicer», «we», «us», «our») provides to the User («you», «your», «yours») are subject to the following Terms of Use («TOU»). We reserve the right to update TOU at any time without notice to you. The most current version of the TOU can be reviewed by clicking on the «Terms of Use» hypertext link located at the bottom of our Web page www.palmabot.com.
- 1.2. This TOU, which incorporate by reference other provisions applicable to use of Palmabot, including, but not limited to, supplemental terms and conditions set forth hereof («supplemental Terms») governing the use of certain specific material contained in www.palmabot.com, sets forth terms and conditions that apply to use of www.palmabot.com by User. By using Services (other than to read this TOU for the first time) and our applications, including mobile, you agree to comply and be bound with all of the terms and conditions hereof. The right to use www.palmabot.com is personal to you and is not transferable to any other person or entity without mutual consent. User is responsible for all use of User's Account (under any screen name or password) and for ensuring that all use of User's Account complies fully with the provisions of this Agreement. User shall be responsible for protecting the confidentiality of User's password(s), if any.
- 1.3. Servicer makes this site available to you in order to provide information about our products and services, and enable you to purchase these products and services from us online.
- 1.4. Servicer shall have the right at any time to change or discontinue any aspect or feature of www.palmabot.com, including, but not limited to, content, hours of availability, and equipment needed for access or use.

2. CHANGED TERMS

- 2.1. Servicer shall have the right at any time to change or modify the terms and conditions applicable to your use of www.palmabot.com, or any part thereof, or to impose new conditions, including, but not limited to, adding fees and charges for use. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to, posting on www.palmabot.com, or by any electronic or conventional mail, or by any other means by which User obtains notice thereof.
- 2.2. Any use of www.palmabot.com, by User after such notice shall be deemed to constitute acceptance to the User of such changes, modifications or additions.

3. DESCRIPTIONS OF SERVICES

- 3.1. Through its Information Communication Technology («ICT»), Servicer provides software that fulfils a purpose on the internet («BOT»), information on news and trends for selected cryptocurrency or coin, warnings on selected price jumps, information on selling and buying opportunities and education on crypto and blockchain space to the Users, who are registered Members of Palmabot Community under agreed TOU. Servicer also provides User with variety of resources, including download areas, communication forums and product information on www.palmabot.com (collectively «Services»). The Services, including any updates, enhancements, new features, and/or the addition of any new ICT properties, are subject to the TOU.
- 3.2. By using this Services, you accept that all executions and BOT transactions resulting gains or losses are final and irreversible.
- 3.3. Servicer does not warrant that the Services will meet your requirements; that the Services will be uninterrupted, timely, secure, or error-free; that the information provided through the Services are accurate, reliable or correct; that any defects or errors will be corrected, or that Services will be available at any time or location. You assume full responsibility and risk of loss resulting from your use of the Services. You are solely responsible for the actions you take in reliance on the content on, or accessed through, this site.

4. EQUIPMENT

- 4.1. User shall be responsible for obtaining and maintaining all telephone, computer hardware, software and other equipment needed to access to and use of www.palmabot.com and all charges related thereto.
- 4.2. Servicer denies all liability for the timely operation of the Website when used within an Internet environment, where you or a Third Party is providing the computer equipment upon which the product is depending upon for any part of its functionality.
- 4.3. By using Services you confirm your understanding that the timely operation of the Internet and the World Wide Web is governed by constraints beyond the control of Servicer. You accept that we are not liable for no operation or any perceived slow operation of the Website.

5. USER CONDUCT

- 5.1. User shall use www.palmabot.com for lawful proposes only. User shall not post or transmit through www.palmabot.com any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, or which, without Servicer's express prior approval, contains advertising or any solicitation with respect to products or services.
- 5.2. Any conduct by User that in Servicer's discretion restricts or inhibits any other User from using or enjoying www.palmabot.com will not be permitted. User shall not use www.palmabot.com to advertise or perform any commercial solicitation, including, but not limited to, the solicitation of users to become subscribers of other on-line information services competitive with Servicer.

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- 5.5. User shall not upload, post or otherwise make available on www.palmabot.com any material protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right and the burden of determining that any material is not protected by copyright rests with User.
- 5.6. User shall be solely liable for any damage resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from such Submission. By submitting material to any public area of www.palmabot.com, User automatically grants, or warrants that the owner of such material has expressly granted Servicer the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such material.
- 5.7. User also permits any other User to access, view and store or reproduces the material for that User's personal use. User hereby grants Servicer the right to edit, copy, publish and distribute any material made available on www.palmabot.com by User.
- 5.8. The foregoing provisions of Section 5 are for the benefit of Servicer, its subsidiaries, affiliates and its Third Party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its behalf.

6. USE OF SERVICES

- 6.1. The Services may contain internet information, SMS services, e-mail services, bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, photo albums, file cabinets and/or other messages or communication facilities designed to enable User to use www.palmabot.com and to communicate with others (each a »Communication Service« and collectively »Communication Services«). User agrees to use the Communication Services only to be informed, post, send and receive messages and materials that are proper and, when applicable, related to the Communication Services.
- 6.2. Use of the Services may be subject to limitations, including, but not limited to, transaction volumes, new Site/Bot/IE rules that may affect activities, and the number of calls permitted to be made against Palmabot.com's operating system controlling application programming interface (Apiflix). Any such limitations will be advised. Palmabot.com is not liable for such limitations.

- 6.3. By way of example, and not as a limitation, User agrees that when using the Communication Services, User will not:
- 6.3.1. attempt to undermine the security or integrity of Palmabot.com's computing systems or networks or, where the Communication Services are hosted by a Third Party, that Third Party's computing systems and networks;
 - 6.3.2. use the Communication Services in connection with surveys, contests, pyramid schemes, chain letters, junk e-mail, spamming of any duplicative or unsolicited messages (commercial or otherwise);
 - 6.3.3. attempt to use Communication Services (such as blog or chat forum, e. g. Telegram, Twitter, etc.) to misrepresent, or fraudulently misrepresent in any way to other Members, or potential Members, for example, but not limited to, using multiple usernames under same or hidden identity, falsely misrepresenting to blog/chat members, or approaching said individuals via Private Message to defraud another (such as offering tokens in a private sale transaction, offering to unlock accounts for a fee, asking for a Member's account information, or to engage with another such individual in any activity that would result in financial loss to them or others);
 - 6.3.4. defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
 - 6.3.5. publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information;
 - 6.3.6. upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless User own or control the rights thereto or have received all necessary consent to do the same;
 - 6.3.7. use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any Party;
 - 6.3.8. upload files that contain viruses, Trojan horses, worms, time bombs, corrupted files, or any other similar software programs that may damage the operation of another's computer or property of another;
 - 6.3.9. use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access our Services or to extract data;
 - 6.3.10. advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Services specifically allows such messages;
 - 6.3.11. download any file posted by another user of a Communication Service that User knows, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner;
 - 6.3.12. falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
 - 6.3.13. restrict or inhibit any other user from using and enjoying the Communication Services;

- 6.3.14. violate any code of conduct or other guidelines which may be applicable for any particular Communication Service;
- 6.3.15. harvest or otherwise collect information about others, including e-mail addresses;
- 6.3.16. violate any applicable laws or regulations;
- 6.3.17. create a false identity for the purpose of misleading others;
- 6.3.18. use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Services or other user or usage information or any portion thereof.
- 6.4. Servicer has no obligation to monitor the Communication Services. However, Servicer reserves the right to review materials posted to the Communication Services and to remove any materials in its sole discretion. We reserve the right at all times to disclose any information as it deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Servicer's sole discretion.
- 6.5. Materials uploaded to the Communication Services may be subject to posted limitations on usage, reproduction and/or dissemination; User is responsible for adhering such limitations if User downloads the materials.
- 6.6. Servicer shall always use caution when giving out any personally identifiable information in any Communication Services. Servicer does not control or endorse the content, messages or information found in any Communication Services and, therefore, Servicer specifically disclaims any liability with regard to the Communication Services. Managers and hosts are not authorised Servicer spokespersons, and their views do not necessarily reflect those of Servicer.

7. MEMBER ACCOUNT, PASSWORD, AND SECURITY

- 7.1. If any of the Services requires User to open an account or log in with existing account, User must complete the registration process by providing Servicer with current, complete and accurate information as prompted by the applicable registration form. User also will choose a password and a user name, if required. In case of logging in with existing account, User shall proceed as required for log in with existing account (e. g. logging in to Telegram requires inserting necessary data).
- 7.2. User is entirely responsible for maintaining the confidentiality of User's password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You will notify us immediately of any unauthorized use of your account or any other breach of security. We will not be liable for any loss that may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by Servicer or another Party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder.
- 7.3. User agrees to be responsible for, and will ensure that all e-mails, usernames, passwords, and 2FA information required to access the Website are kept secure and confidential. You will immediately notify us of any unauthorized use of your passwords or any other breach of security, in which case you will reset your password. You agree to accept responsibility for all activities that occur under your account or password.

- 7.4. You understand that no Servicer representative will EVER ask you for your password or 2FA information, and if anyone does, it is likely a fraudulent attempt to gain access to your account. You will not disclose that data, and you will inform Servicer representative immediately if asked for it.
- 7.5. By registering as a Member, you represent and warrant that:
- 7.5.1. you are at least 18 years of age and have the capacity to accept the Terms; and
 - 7.5.2. you have accepted the Terms, accordingly;
 - 7.5.3. you are the legal owner of the funds you add to your account and that the same funds derive from a legitimate source;
 - 7.5.4. using the Services does not constitute a breach of your home jurisdictions' laws;
 - 7.5.5. you are aware of the risks in using the Services. These risks include, but are not limited to, a) under certain market conditions you may find it difficult or impossible to gain profits, b) limit orders may not get filled, c) bots may perform bad, d) none or few opportunities may present themselves, resulting in less than expected results, e) Servicer does not provide guarantees of income;
 - 7.5.6. you will not be involved or initiate any form of market manipulation, including spoofing orders, price manipulation of token or Bot prices, or otherwise do so with any product offered on the site;
 - 7.5.7. you will abide the rules posted on the website;
 - 7.5.8. you will only own 1 account unless fully disclosed by you, and expressly permitted by the Servicer;
 - 7.5.9. the information or documents you provide as part of any ID verification process are correct, genuine and up-to-date;
 - 7.5.10. you will not use our Services for, support, or otherwise engage in any illegal activities, fraud, money laundering, terrorist activities, or other illegal activities.
- 7.6. The Servicer may freeze any account if it is suspected or there exists the reason to believe User engaged in suspicious activities or other activity hurtful to the system or Members, or have breached any of the herein stated warranties or Terms. This may result in the unwinding of any activities you have entered into. We expressly exclude any losses or profits you would have made as a result of us closing your account or you not being able to use Services on Palmabot.com, and you agree to indemnify us completely against any Third-Party action resulting from your conduct or us having to close your account and stop activities. While your account is frozen, we will investigate, and may require you to cooperate with our inquiries. During the account freeze and investigation stages you will not be able to use Services from your account nor will you be able to do any activities related to Services. At the end of the investigation we may, at our own discretion, decide to terminate your account for which we are not required to provide you with any reasons for the same.

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14. UNSOLICITED IDEA SUBMISSION POLICY

- 14.1. SERVICER OR ANY OF ITS EMPLOYEES DO NOT ACCEPT OR CONSIDER UNSOLICITED IDEAS, INCLUDING IDEAS FOR NEW ADVERTISING CAMPAIGNS, NEW PROMOTIONS, NEW PRODUCTS OR TECHNOLOGIES, PROCESSES, MATERIALS, MARKETING PLANS OR NEW PRODUCT NAMES. USER SHALL NOT SEND ORIGINAL CREATIVE ARTWORK, SAMPLES, DEMOS, OR OTHER WORKS.
- 14.2. THE SOLE PURPOSE OF THIS POLICY IS TO AVOID POTENTIAL MISUNDERSTANDINGS OR DISPUTES WHEN SERVICER'S PRODUCTS OR MARKETING STRATEGIES MIGHT SEEM SIMILAR TO IDEAS SUBMITTED TO SERVICER. THEREFORE, USER SHALL NOT SEND UNSOLICITED IDEAS TO SERVICER OR ANYONE AT SERVICER. IF, DESPITE SERVICER'S REQUEST THAT USER SHALL NOT SEND SERVICER IDEAS AND MATERIALS, USER STILL SENDS THEM, USER SHOULD UNDERSTAND THAT SERVICER MAKES NO ASSURANCES THAT USERS IDEAS AND MATERIALS WILL BE TRATED AS CONFIDENTIAL OR PROPRIETARY.

15. MONITORING

- 15.1. Servicer shall have the right, but not the obligation, to monitor the content of www.palmabot.com, including chat rooms and forums, to determine compliance with this Agreement and any operating rules established by Servicer and to satisfy any law, regulation or authorized government request.
- 15.2. Servicer shall have the right in its sole discretion to edit, refuse to post or remove any material submitted to or posted on www.palmabot.com. Without limiting the foregoing, Servicer shall have the right to remove any material that Servicer, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

16. INDEMNIFICATION

- 16.1. User agrees to defend, indemnify and hold harmless Servicer, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of the use of Services by User or User's Account.

17. TERMINATION

- 17.1. Either Servicer or User may terminate this Agreement at any time according to Beginner Membership Agreement. Without limiting the foregoing, Servicer shall have the right to immediately terminate User's Account in the event of any User conduct, which Servicer, in its

sole discretion, considers to be unacceptable, or in the event of any breach of this Agreement by User.

18. MISCELLANEOUS

- 18.1. This Agreement and any operating rules for www.palmabot.com established by Servicer does not constitute the entire agreement of the Parties with respect to the subject matter hereof.
- 18.2. If Parties agree with separate agreement, this Agreement shall supersede previous written or oral agreements between the Parties with respect to such subject matter.
- 18.3. This Agreement shall be construed in accordance with the laws of the proper country or region, without regards to its conflict of laws rules. No waiver by either Party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.

19. COPYRIGHT NOTICE

- 19.1. Servicer logos are trademarks of Servicer. All rights reserved.
- 19.2. All other trademarks appearing on Servicer are the property of their respective owners.

20. TRADEMARKS

- 20.1. The names of actual companies and products mentioned herein may be the trademarks of their respective owners. The example companies, organizations, products, domain names, e-mail addresses, logos, people and events depicted herein are fictitious. No association with any real company, organization, product, domain name, e-mail address, logo, person, or event is intended or should be inferred.
- 20.2. Any rights not expressly granted herein are reserved.

21. CONCLUSIVE

- 21.1. If User has a claim of copyright infringement with respect to material that is contained in the Servicer's service, User shall e-mail legal@www.palmabot.com.
- 21.2. The English version shall control in the event there is a discrepancy between any English version and any translation. The terms of the privacy policy are incorporated herein. These terms shall control in the event there is a discrepancy between these terms and the privacy policy.