



Tržaška cesta 2, SI-1000 Ljubljana, Slovenia

Registration Number: 8420947000
Tax Number: 62657666

USER AGREEMENT

This Agreement is made and entered into by and between Coconut Institute and User (each, as defined below). The Agreement shall become binding once User clicks through the Agreement in the manner provided by Coconut Institute (the “Effective Date”). Coconut Institute and User are sometimes referred to as a “Party”, and together as the “Parties”.

As used in this Agreement, the following terms shall have the meanings set forth below:

Coconut Institute:	User:
“Coconut Institute” means Institute for Education, Research and Development of Innovative Technologies and Business Strategies Coconut, a Slovenian institute with offices in Ljubljana, Slovenia	“User” or “You” means natural or legal person (including Name or Firm and other information) detailed in the Form (the “Form”) submitted to Coconut Institute by selected Communication Channel
Coconut Institute Headquarters and Notice Address:	User Information:
Tržaška cesta 2, 1000 Ljubljana, Slovenia, European Union For legal notices, provide copies to: Coconut Institute – Legal Department; legal@palmabot.com	“User Information” means the information provided by User in the Form.

1. PURPOSE

- 1.1. Coconut Institute is a non-profit legal entity providing information, counseling, education and research of innovative technologies, activities on the use of online tools and business strategies and activities on information communications ecosystem.
- 1.2. Coconut Institute may perform economic activity if it is intended for the pursuit of main activity from Section 1.1. of this Agreement.
- 1.3. User is willing to use Coconut Institute's Services.

2. USER CONSENT

- 2.1. This User Agreement (the "Agreement") forms a legally binding agreement between Institute and User and governs the User's access and use of the certain Institute's services (the "Services"). This Agreement does not cover the provision of physical facilities.
- 2.2. BY ACCESSING OR USING ANY OF THE SERVICES, YOU AGREE TO BE BOUND AND ABIDE BY THIS AGREEMENT AND ANY AMENDMENTS THERETO. READ THIS AGREEMENT CAREFULLY BEFORE USING ANY OF THE SERVICES, ESPECIALLY SINCE THIS AGREEMENT MAY AFFECT YOUR LEGAL RIGHTS, SUCH AS REQUIRING BINDING INDIVIDUAL ARBITRATION, AND LIMITING YOUR RIGHT TO BRING A LAWSUIT OR CLASS ACTION. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE IMMEDIATELY CEASE USE OF ANY OF THE SERVICES.

3. SERVICES

- 3.1. The Services available by Institute are as follows:

3.1.1. Information Tools:

- 3.1.1.1. **News Selector:** information provider on 3 selected news agencies about crypto market;
- 3.1.1.2. **Coin Price Selector:** information provider on changes of crypto market prices;
- 3.1.1.3. **Arbi Selector:** information provider on arbitrage opportunities;
- 3.1.1.4. **Arbic Selector:** information provider on cyclical arbitrage opportunities;
- 3.1.1.5. **Portfolio Selector:** information provider on total assets on various exchanges;
- 3.1.1.6. **Locoins Selector:** information provider on exchanging cash and crypto assets and vice versa in a nearby shop.

3.1.2. Signal Tools:

- 3.1.2.1. **Buy/Sell Identifier:** data provider on buying and selling combination in selected crypto market pair;
- 3.1.2.2. **Change In Price Tracker:** data provider on price moving average in selected crypto market pair;
- 3.1.2.3. **Signal Manager:** managing system on Buy/Sell Identifier and Change In Price Tracker.

3.1.3. Executive Tools:

- 3.1.3.1. **Buy Manager:** managing system on buying;
- 3.1.3.2. **Sell Manager:** managing system on selling;
- 3.1.3.3. **Transfer Manager:** managing system of transferring from one address to another;
- 3.1.3.4. **Balance Manager:** managing system on balances of exchanges;
- 3.1.3.5. **Orders Manager:** managing system on orders (listing and canceling of open orders).

3.1.4. Professional Tools:

- 3.1.4.1. **Advanced Management System:** managing buy function with take profit and stop loss limitations, including trailing system;
- 3.1.4.2. **Management System Selector:** information provider on given orders via Advanced Management System;
- 3.1.4.3. **Graphical Advanced Management System:** managing assets with graphs and complete functions to operate your assets.

3.1.5. **Tutorial Function:** links to video and other tutorials in crypto and blockchain space.

3.1.6. **Panic Function:** security measures on blocking the account.

3.1.7. **Demo Function:** all features from Subsection 3.1.1. to 3.1.6., but without creating real accounts on various exchanges.

3.1.8. **Help Function:** information on system and display of various aspects to crypto assets.

3.2. User shall have the right to use all Services in Demo Function. User shall also have the right to use services according to the Pricing which is published on the Site and which, by his own will, has chosen to use. User is acquainted with the fact that he will have access to only those services he has chosen according to the Pricing.

3.3. The Services provided are available online and through Information Communications Channels.

3.4. The Services will specifically include the ability and responsibility of the Coconut Institute to deal with all requisite Third Parties.

4. FEES

4.1. Coconut Institute shall charge Fees for use of services according to the Pricing, published on the Site.

4.2. User shall have the right to choose appropriate package from the Pricing by its own will and therefore be bound by Pricing Fees.

5. GENERAL

5.1. **Term.** This Agreement shall commence upon the Effective Date, as stated above, and will continue until one (1) year after its commencement. Parties agree to continue business relationship after the termination in existing rights and obligations for one (1) year, but each Party can propose a different agreement.

- 5.2. **Termination.** This Agreement may be terminated at any time by either Party upon sixty (60) days written notice to the other party. Upon termination, there is no right of any kind of compensation.
- 5.3. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.
- 5.4. **Indemnity.** The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.
- 5.5. **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.
- 5.6. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
- 5.7. **Waiver.** The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.
- 5.8. **Legal Fees.** In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited, to its attorneys' fees.
- 5.9. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding according to international private law. The Parties each represent that they have the authority to enter into this Agreement.
- 5.10. **Governing Law and Jurisdiction.** The Parties agree that this Agreement shall be governed by the State and/or Country in which both Parties do business. In the event that the Parties do business in different States and/or Countries, this Agreement shall be governed by international private law.
- 5.11. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.
- 5.12. The Parties agree to the terms and conditions set forth above as demonstrated by their consent in clicking the "Start" on the Channel.

Attachments: Pricing, Terms of Use and Privacy Policy.