

# 1inch.com Terms of Use

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Welcome to [1inch.com](https://1inch.com)!

- (a) a website-hosted user interface located at [1inch.com/swap](https://1inch.com/swap); [1inch.com/pro](https://1inch.com/pro) (the “**Interface**”);
- (b) the informational website located at [1inch.com](https://1inch.com), including all pages accessible thereunder (the “**Website**”);
- (c) the 1inch Portfolio, a web-based product accessible through [1inch.com](https://1inch.com) that enables users to connect self-custodial digital wallets and view consolidated information about their virtual assets and related activity, together with other web-based tools made available through the Website (the “**Portfolio**”); and
- (d) any other products and services that link to this Agreement (together with the Products, Website, and Portfolio, the “**Products**”).

These Terms of Use and any terms and conditions incorporated herein by reference (collectively, the “**Terms**”) govern your access to and use of the Products. You must read the Terms carefully.

The Products are operated by Degensoft Ltd., registered at: c/o Walkers Corporate (BVI) Limited, 171 Main Street, PO Box 92, Road Town, Tortola VG 1110, British Virgin Islands.

To make these Terms easier to read:

- “**1inch**” or “**we**” refers to Degensoft Ltd.
- “**You**” and “**user(s)**” refers to anybody who accesses or uses, in any way, the Products. If you are accessing or using the Products on behalf of a company (such as your employer) or other legal entity, you represent and warrant that you have the authority to bind that entity to these Terms and, in that case, “you” or “user(s)” will refer to that entity.

By accessing, browsing or otherwise using the Products, or by acknowledging agreement to the Terms on the Products, you agree that you have read, understood and accepted all of the Terms and the 1inch.com Privacy Policy (the “**Privacy Policy**”), which is incorporated by reference into the Terms.

## 1. Products

*TL;DR: The main purpose of the Products is to provide you with access to the functionalities in the DeFi space. We only provide the Products and software but have no control over your blockchain interactions and do not endorse any specific actions. All the transactions occur on a blockchain which is a distributed ledger with growing lists of records (blocks) that are securely linked together via cryptographic hashes (“**Blockchain Networks**”) that we do not own, control, or operate. We are not responsible for the services provided by third parties, the execution of the transactions, or any other actions of such third parties. We*

*reserve the right to make changes to the Products, including adding, modifying, or discontinuing products or features.*

*Products and Features.* The Products integrate decentralized protocols (“**Protocol**”) and offer you access to numerous liquidity sources across multiple chains. The Products may include other products and/or features added for the purposes of user experience development and improvement, including those for the informational, security, and entertainment purposes, which are not intended to affect the main purpose of the Products described above.

We only provide you with access to the relevant interfaces and software and neither have control over your interactions with the blockchain nor encourage you to perform any. Any interaction performed by you via the Products remains your sole responsibility.

*Blockchain Networks Transactions.* In order to be completed, all transactions with cryptocurrency, digital tokens or virtual currencies (“**virtual currency**”) must be confirmed and recorded in the associated public blockchain. Such networks are decentralized, peer-to-peer networks supported by independent third parties, which we do not own, control, or operate. We have no control over the Blockchain Networks and, therefore, cannot and do not ensure that any transaction details that you submit via the Products will be confirmed and processed. By using the Products, you acknowledge and agree that the transaction details you submit may not be completed, or may be substantially delayed, by the Blockchain Networks.

We do not store, transfer, transmit, convert, broker, hold, escrow, mint, mine, or otherwise interact with any virtual currency, security, financial instrument, or other digital or physical asset. All interactions, including the execution of any swaps, orders or intents, are performed by third-party platforms, blockchain networks, liquidity providers, resolvers, or other independent actors, subject to any associated third-party terms. Any transfer that occurs in any virtual currency occurs on the Blockchain Network and not on a network owned by us or otherwise within our control. We therefore do not guarantee that we can affect the transfer of title or right in any virtual currency. You accept and acknowledge that we are not responsible for any errors or omissions that you make in connection with any virtual currency transaction initiated via the Products. We strongly encourage you to review your transaction details carefully before attempting to transfer a virtual currency.

Completion of transactions that you instruct for through the Products also depends on the availability and operation of the Blockchain Networks. Errors or forks in the Blockchain Networks may cause transactions that you initiate through the Products to fail. This may mean that the transaction you were originally intending to perform will no longer be available. Unfortunately, due to the decentralized nature of the Blockchain Networks, there is no one single point of failure, and so neither we nor any particular party will be responsible to you for errors or any losses that you suffer as a result.

*Gas Fees.* When you use or interact with the Products, you may be required to pay transaction fees (“**Gas Fees**”) to the relevant blockchain network in order to process and validate your transaction. These fees are set entirely by the network and are not determined, collected, or controlled by us in any way. You are

solely responsible for ensuring that you have a sufficient balance of the applicable network token to cover any Gas Fees. Failure to do so may result in unsuccessful or failed transaction attempts. Gas Fees are non-refundable and may vary significantly depending on network congestion and protocol-level conditions, which are outside of our control.

*Swap Surplus.* Certain types of transactions initiated through the Products may result in “Swap Surplus,” which is the positive difference between the expected output of a transaction and the actual amount received due to favorable price movements on the underlying market, or differences in execution pricing offered by liquidity sources. Swap Surplus is not a guaranteed outcome and does not occur with every transaction.

Any such Swap Surplus may be retained by third-party service or infrastructure providers involved in the execution or facilitation of the transaction, as compensation for their software services. The handling of Swap Surplus may also be subject to protocol-level parameters, determined through governance mechanisms applicable to Protocols used in the Products. The provisions applicable to Third-Party Services in these Terms also apply to such activity. Further details on Swap Surplus handling may be provided in supplemental documentation or interface-level disclosures, which may be updated from time to time.

*The 1inch CL Card.* The 1inch Card, powered by Crypto Life (also known as CL), is the Third-Party Service as defined herein. For additional information, please see the “Third-Party Services” subsection provided below.

The 1inch CL Card and its related services are provided by Frozen Time UNIPESOAL LDA (in the EU) and Baanx Group Ltd (in the UK). The 1inch CL Card is a prepaid Mastercard issued by Monavate Limited, a principal member of Mastercard and authorized as an E-Money Institution by the Financial Conduct Authority (Firm Reference Number 901097). Monavate Ltd is registered in England & Wales, No. 12472332, with their registered Office address at the Officers Mess Business Centre, Royston Road, Duxford, Cambridge, England, CB22 4QH. Please be aware that your use of the 1inch CL Card is governed by the terms and conditions of the Third-Party Service provider, for more information please visit the [Monavate Terms & Conditions](#) and [Privacy Policy](#).

Should you have any questions or need any assistance with regard to your use of the 1inch CL Card, the Third-Party Service provider’s support team is available at: [1inch@cl-cards.com](mailto:1inch@cl-cards.com).

*Third-Party Services.* To operate the Products and facilitate your access to its functionalities and/or features, we may engage third-party providers, protocols infrastructure and APIs, which 1inch has no direct or indirect control over. We also provide access to the independent third-party products the offerings of which may be presented on the Website; all previously named, referred to as “**Third-Party Services**”. Where applicable, such Third-Party Services are governed by their respective terms and conditions, which may include separate fees and charges, as well as disclaimers and/or risk warnings on the accuracy of the information or the services of such a provider. These terms may also include a privacy policy that differs from the privacy policy that is incorporated by reference herein. It is your sole

responsibility to read carefully and make sure that you understand those Third-Party Services terms and conditions, including how those service providers may use your information according to their respective privacy policies.

You agree and understand that the functionalities accessible via the Products that allow you to swap virtual currencies are not provided directly by us and are the sole responsibility of the third-party providers. Although we facilitate your access to these Third-Party Services, we by no means are responsible for them and take no part in any actions, transactions, or other activities conducted by such providers. We reserve the right to change, suspend, remove, disable, or impose access restrictions or limits on the use of any Third-Party Service at any time without notice. Where applicable, such Third-Party Services may operate according to technical or programmatic parameters.

Such Third-Party Services may also include usage requirements, such as software infrastructure fees charged contemporaneously with your use of the service, transaction fees, gas fees, or limits. Any applicable information, including indicative fees or disclosures, may be made available through the Products such Third-Party Services terms of use or agreements, or via informational notices accompanying the relevant feature.

In certain cases, Third-Party Services add-ons to the native Products may impose or lead to the imposition of additional fees on otherwise standard functionalities of the Products. This includes, without limitation, connectivity services (for example, “connect” buttons provided by independent third parties), which may result in additional charges. Where applicable, such services will be clearly identified and any associated fees separately disclosed.

One of the Third-Party connectivity services providers may include the services by Ledger (<https://www.ledger.com/>). If you choose to access the Products through a Ledger “connect” button or any similar integration, you acknowledge and agree that such functionality is provided solely by Ledger as an independent Third-Party service. 1inch does not control, operate, or maintain Ledger’s services and disclaims all responsibility and liability for any losses, failures, errors, delays, fees, or other issues arising out of or in connection with your use of such services. Responsibility and liability for any arising matters rests exclusively with Ledger.

You hereby acknowledge that the functionalities accessible via the Third-Party Services are the sole responsibility of such Third-Party Services providers. You hereby expressly release 1inch from any liability arising from use of any Third-Party Services, third-party website, service, or content and any resulting harm, loss, or damage.

*Changes.* We reserve the right in our sole and absolute discretion to make changes to how we operate the products and/or features accessible through the Products, including adding new products, features, functionalities, modifying existing ones, altering any other aspect of the Products, or temporarily or permanently suspending, discontinuing, or terminating your access to any or all portions of the Products’s functionality, provided that such modifications or discontinuations will not affect your access to your assets (if applicable), unless there are exceptional circumstances where not doing so would (a)

pose information security risks or intellectual property issues for 1inch or other users; or (b) create other unwarranted risks, including violations of law.

*Additional terms.* Certain products accessible through, demonstrated on or otherwise mentioned on the Website, including related applications, may be subject to additional terms as may be indicated from time to time.

If you access this Website solely for informational purposes, including browsing our content, learning about 1inch, or viewing and applying for open positions, certain provisions of these Terms relating to our products and services may not apply to you.

## 2. Eligibility

Our Products are **NOT** offered to persons or entities who reside in, are citizens of, are incorporated in, or have a registered office in any Prohibited Localities, namely Restricted Persons, as defined below. We do not make exceptions. If you are a Restricted Person, then do not attempt to access or use the Products. Use of a virtual private network (e.g., a VPN) or other means by Restricted Persons to access or use the Products is **prohibited**.

*TL;DR: if you use the Products you state that you (a) are at least 18; (b) don't break any laws of your jurisdiction by using the Products; (c) are not located, established or registered in any of the jurisdictions enlisted below titled "Prohibited Localities"; and (d) are not a "Restricted Person" as defined below.*

*General.* You may not use the Products if you are barred from using the Products under applicable law in any way whatsoever.

*Legality.* You are solely responsible for adhering to all laws and regulations applicable to you and your use of or access to the Products. Your use of the Products is prohibited to the extent it would violate or facilitate the violation of any applicable laws or regulations, or contribute to or facilitate any illegal activity.

We make no representations or warranties that the information, products, or services provided through our Interface, are appropriate for access or use in other jurisdictions. You are not permitted to access or use our Interface in any jurisdiction or country if it would be contrary to the law or regulation of that jurisdiction or if it would subject us to the laws of, or any registration requirement with, such jurisdiction. We reserve the right to limit the availability of our Interface to any person, geographic area, or jurisdiction, at any time and at our sole and absolute discretion.

*Sanctions.* By using or accessing the Products, you represent to us that you are not subject to the Sanction Lists and you are not a Restricted Person, as defined below. "**Sanction Lists**" means any sanctions designations listed on economic, trade, embargo lists and/or specially designated persons, blocked persons lists published by the international organisations, as well as any state and governmental

authorities of any jurisdiction, including, but not limited to the lists of comprehensive trade or economic sanctions, embargoes, or similar restrictive measures administered or enforced by the United Nations, the United States (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury (OFAC), the European Union (or any of its Member States), the United Kingdom, the British Virgin Islands, or any other authority with relevant jurisdiction.

*Prohibited Localities.* 1inch does not interact with digital wallets located in, established in, or a resident of any state, country or region that is subject or target of comprehensive trade or economic sanctions, embargoes, or similar restrictive measures, or included in the Sanction Lists.

*Restricted Persons.* 1inch does not interact with digital wallets, which have been previously classified or otherwise identified by international organizations or any state and governmental authorities of any jurisdiction, as belonging or affiliated with the persons specially designated or otherwise included in the Sanction Lists ("**Restricted Persons**"). For the purposes of these Terms, Restricted Persons shall also include all persons or entities who reside in, are citizens of, are incorporated in, or have a registered office in the Prohibited Localities.

*Third-Party Restrictions.* As mentioned above, our Interface may include the Third-Party Services. Your interaction with and use of the Third-Party Services is governed by the respective terms and conditions of the third-party providers, including but not limited to their eligibility requirements, restrictions on certain localities, restricted persons or any other eligibility-related terms. As a result, based on those terms set by the third-party providers, your access to certain products and/or features of the Products may be restricted by those providers. Please note that we only facilitate your interaction with these Third-Party Services and we bear no liability for any such restrictions thereof. It is your own responsibility to review those terms and conditions, and ensure that you meet the requirements set forth therein.

*Non-Circumvention.* You agree not to access the Application using any technology for the purposes of circumventing these Terms, including any software or networking techniques, such as Virtual Private Network (VPN) to modify your internet protocol address or otherwise circumvent or attempt to circumvent these Terms.

### **3. Compliance**

*TL;DR: You expressly agree that you assume all risks in connection with your access to and use of the Products. Additionally, you expressly waive and release us from any and all liability, claims, causes of action, or damages arising from or in any way relating to your access to and use of the Products.*

*Your Compliance Obligations.* The Products may not be available or appropriate for use in all jurisdictions. By accessing or using the Products, you agree that you are solely and entirely responsible for compliance with all laws and regulations that may apply to you. You further agree that we have no obligation to inform you of any potential liabilities or violations of law or regulation that may arise in

connection with your access and use of the Products and that we are not liable in any respect for any failure by you to comply with any applicable laws or regulations.

*TL;DR: You understand and agree that you may be required to complete due diligence and verification procedures through a third-party provider or as otherwise directed by 1inch to access certain products and/or features. Your refusal to provide requested information may result in access restrictions.*

**Compliance Checks.** As we aim to provide a safe and compliant environment within the Products, some of the products and/or features accessible through the Products may be available to you only upon the completion of the verification process. The verification may involve completing a due diligence and verification questionnaire (“**Due Diligence Checks**”) as required by applicable law, including fraud prevention, sanctions laws and regulations.

The Due Diligence Checks may be designated to a third-party provider upon 1inch sole discretion. In order to complete the Due Diligence Checks, you undertake to promptly provide all required information, including supporting documentation and other evidence, as may be reasonably requested, to such third-party provider elected by 1inch. You are solely responsible for the accuracy and completeness of the data provided.

You acknowledge and understand that the outcome of the Due Diligence Checks lies in the sole discretion of the third-party provider. After having successfully passed the Due Diligence Checks you will be granted access to the relevant products and/or features on the Products. In case you refuse or deny providing information as requested by the third-party provider, your access to the respective products and/or features of the Products may be restricted.

You understand that the amount of information requested to provide as part of the Due Diligence Checks may be subject to change over time and that you may at a later point in time be required to provide additional documents and/or information.

The data is collected to comply with applicable legal and regulatory obligations in order to verify your identity and determine your legal eligibility. This data is securely maintained and disclosed only when permitted by law. For more information on how your personal data is processed please refer to our Privacy Policy.

#### **4. Risk Assessment**

*TL;DR: You acknowledge and agree that risk assessment may be conducted using Third-Party Services to monitor wallet addresses and/or other content for non-compliant behavior based on publicly available information. We reserve the right to block or restrict access of the wallet address associated with such illicit activity. We hold no liability for such assessment, restriction, results, or accuracy of the Third-Party Services.*

We may use publicly available information, as well as Third-Party Services, to assess the risks associated with illicit or non-compliant activities, phishing, or other potential threats. Such risk assessment services may be provided by various third-parties, including, but not limited to: [BlockAid](#), [TRM Labs](#), [Web3 Antivirus](#), [MetaMask](#), [Innerworks](#).

*Compliance Assessment.* 1inch reserves the right, but has no obligation, to use publicly available and accessible information and engage third-party providers to monitor and assess your and/or other users' wallet addresses, third-party links, domain names, virtual currencies, smart contracts, and any other content available via the Products for the risks of money laundering, terrorism financing, fraud and/or any other illicit or non-compliant activities. No additional personal data, except as set forth in the 1inch.com Privacy Policy is collected to perform such compliance assessment.

You acknowledge and understand that some of the compliance assessment results lie in the sole discretion of the third-party provider. 1inch has no control over or connection to these Third-Party Services, thus 1inch is not and cannot be responsible for the accuracy of the information or the services of such providers. These Third-Party Services are governed by their respective terms and conditions.

1inch reserves the right, but has no obligation, to provide respective warnings to you. You hereby acknowledge that 1inch has no responsibility and shall not be held liable for such assessment, restriction, results, or accuracy thereof. You are solely responsible for the final decision as to the applicability and fitness of such risk assessments.

1inch reserves the right, but has no obligation, to block or restrict any activity on the Products that may be associated with any illicit and/or non-compliant activities. 1inch reserves the right to revoke your access to the Products at our discretion with or without cause, without any notice. If you believe you or your wallet address has been blocked or restricted from using the Products by mistake, please contact us at: [compliance@1inch.com](mailto:compliance@1inch.com).

1inch may cooperate with lawfully authorized requests from regulators and law enforcement agencies, as required by applicable law. The use of your data for such purposes is governed by the 1inch.com Privacy Policy.

*TL;DR: We may provide phishing risk alerts through the Products, but we do not guarantee their accuracy or reliability. You are responsible for assessing their applicability, and we are not liable for any claims or losses related to these alerts.*

*Phishing Alerts.* 1inch may occasionally provide phishing and other potential risk alerts through the Products. These risk alerts are provided for informational purposes only, and we do not make any representations or warranties regarding their accuracy, completeness or reliability. You are solely responsible for the final decision as to the applicability and fitness of such alerts.

You hereby acknowledge and agree that risk alerts are provided on an “as-is” basis, without any warranties or guarantees, and that you assume all the associated risks. 1inch has no responsibility and shall not be held liable for any claims, damages or losses arising from or in any way relating to such alerts.

## **5. Access to the Products**

*TL;DR: We can suspend or turn off access to any part of the Products at any time, for any reason or no reason, with or without notice, and without an explanation.*

We reserve the right, at our sole discretion, to suspend, restrict, or disable access to any of the Products, or to any part, feature, or functionality thereof, at any time, for any reason or no reason, with or without prior notice, and without any obligation to provide an explanation. You acknowledge and agree that we shall not be liable to you for any losses or damages you may suffer as a result of, or in connection with, your inability to access or use the Products at any time.

## **6. Your Use of the Products**

*TL;DR: We do not control your interactions and stop an interaction or attempt to reverse an interaction after it occurred. There are some strict rules: do not in any way harm the Products or other users. And also: you're ultimately responsible for any interactions as relevant to the Products. Please review, obtain, or otherwise seek additional information or support before interactions with virtual currencies, Protocols or Products.*

By using or accessing the Products, you represent and warrant that you understand the inherent risks associated with virtual currency, Protocols and Products and the underlying technologies including, without limitation, cryptography and blockchain, and you agree that 1inch is not responsible for any losses or damages associated with these risks. You specifically acknowledge and agree that the Products facilitate your interaction with decentralized networks and technology and, as such, we have no control over any blockchain or virtual currencies and cannot and do not ensure that any of your interactions will be confirmed on the relevant blockchain and do not have the ability to effectuate any cancellation or modification requests regarding any of your interactions.

Without limiting the foregoing, you specifically understand and hereby represent your acknowledgement of the following:

- The pricing information data provided through the Products does not represent an offer, a solicitation of an offer, or any advice regarding, or recommendation to enter into, a transaction with the Products;
- The Products do not act as an agent for you or any of the users;
- The Products do not own, control, or operate any blockchain networks, protocols, smart contracts, liquidity sources, or other third-party infrastructure that you may interact with, and therefore are not responsible for their availability, security, or operation;

- You are solely responsible for reporting and paying any taxes applicable to your use of the Products;
- Although it is intended to provide accurate and timely information on the Products, the Products or relevant tools may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Products or relevant tools are your sole responsibility.

In order to allow other users to have a full and positive experience of using the Products you agree that you will not use the Products in a manner that:

- Breaches the Terms;
- Infringes on or violates any copyright, trademark, service mark, patent, right of publicity, right of privacy, or other proprietary or intellectual property rights under the law;
- Seeks to interfere with or compromise the integrity, security, or proper functioning of any computer, server, network, personal device, or other information technology system, including, but not limited to, the deployment of viruses and denial of service attacks;
- Attempts, in any manner, to obtain the private key, password, account, or other security information from any other user, including such information about the digital wallet;
- Decompiles, reverse engineers, or otherwise attempt to obtain the source code or underlying ideas or information of or relating to the Products;
- Seeks to defraud us or any other person or entity, including, but not limited to, providing any false, inaccurate, or misleading information in order to unlawfully obtain the property of another;
- Violates any applicable law, rule, or regulation concerning the integrity of trading markets, including, but not limited to, the manipulative tactics commonly known as spoofing and wash trading;
- Violates any applicable law, rule, or regulation concerning the trading of securities or derivatives, including, but not limited to, the unregistered offering of securities and the offering of leveraged and margined commodity products to retail customers in any applicable jurisdiction;
- Disguises or interferes in any way with the IP address of the computer you are using to access or use the Products or that otherwise prevents us from correctly identifying the IP address of the computer you are using to access the Products;
- Transmits, exchanges, or is otherwise supported by the direct or indirect proceeds of criminal or fraudulent activity;
- Contributes to or facilitates any of the foregoing activities.

The Products are provided for direct, human use only. You may not access or use the Products programmatically or in a way that creates undue burden on our infrastructure, bypasses restrictions, or manipulates outcomes. You agree not to use, access, or interact with the Products through the use of any automated software, including but not limited to bots, such as automated trading bots, sniper or arbitrage bots, scripts, front-running tools, crawlers, scrapers, other similar tools or technologies that are

designed to automate access, interactions, or trading activity or any other any software that circumvents or interferes with the intended functionality of the Products.

All information provided in connection with your access and use of the Products is for informational purposes only and should not be construed as professional advice. You should not take, or refrain from taking, any action based on any information contained in the Products or any other information that we make available at any time, including, without limitation, blog posts, articles, links to third-party content, news feeds, tutorials, tweets and videos. Before you make any financial, legal, or other decisions involving the Products, you should seek independent professional advice from an individual who is licensed and qualified in the area for which such advice would be appropriate.

The Terms are not intended to, and do not, create or impose any fiduciary duties on us. To the fullest extent permitted by law, you acknowledge and agree that we owe no fiduciary duties or liabilities to you or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated. You further agree that the only duties and obligations that we owe you are those set forth expressly in the Terms.

## 7. Disclaimers

This is very important (like, bold important) so please read the whole section carefully for specifics. It explains that we don't make any warranties about the Products and there are many risks associated with the blockchains, virtual currencies and Products.

*TL;DR: digital assets are volatile. Screening tools may highlight risks, but ultimately you must understand what you are doing and all use is at your own risk.*

You further understand that the markets for blockchain-based virtual currencies are highly volatile due to factors that include, but are not limited to, adoption, speculation, technology, security, and regulation. The Products may incorporate third-party screening tools or risk disclosures intended to flag certain tokens or transactions, but such tools are informational only and may not be complete, accurate, or up to date. You remain solely responsible for conducting your own due diligence and for assessing the suitability of any digital asset. By interacting with any such assets through the Products, you represent and warrant that you have the necessary experience and knowledge to do so, and you acknowledge and agree that all such interactions are undertaken at your sole risk. You hereby release 1inch from any and all claims, losses, or damages arising out of or in connection with your interactions with such assets.

*TL;DR: the information displayed through the Products — including performance metrics, prices, liquidity, staking data, token logos, tickers, and similar information — is provided by third parties and/or calculated for informational purposes only. We do not provide any warranties for such information.*

1inch cannot and does not represent or guarantee that any of the information available through the Products is accurate, reliable, current, complete, or appropriate for your needs. The information displayed through the Products — including performance metrics, prices, liquidity, staking data, token

logos, tickers, and other similar information — is provided by third parties and/or calculated for informational purposes. Your use of any third-party scripts, indicators, ideas, and other content is at your sole risk.

Information about digital assets, including logos, tickers, and other identifiers, is sourced from independent third-party providers. Due to the nature of open blockchain systems, there may be scam or fraudulent tokens that mimic legitimate projects by using similar names, tickers, or logos. While we use third-party services to filter and mitigate such risks, we cannot guarantee complete accuracy or the absence of fraudulent tokens, and we disclaim all liability arising from reliance on such information.

Please note that the Products and their services are not supervised, registered, or approved by any financial or securities regulatory authority. The functionality we provide operates entirely on public blockchain infrastructure, and we do not act as a regulated party or intermediary in any transaction. References to features such as routing or pricing are purely functional and do not imply any guarantee of execution quality or regulatory oversight.

*TL;DR: we provide no representations or warranty as to the Products.*

You expressly understand and agree that your use of the Products is at your sole risk. We make and expressly disclaim all representations and warranties, express, implied or statutory, and with respect to the Products and the code proprietary or open-source, we specifically do not represent and warrant and expressly disclaim any representation or warranty, express, implied or statutory, including without limitation, any representations or warranties of title, non-infringement, merchantability, usage, security, suitability or fitness for any particular purpose, or as to the workmanship or technical coding thereof, or the absence of any defects therein, whether latent or patent. We do not represent or warrant that the Products, code and any related information are accurate, complete, reliable, current or error-free. The Products provided on an “as is” and “as available” basis, without warranties of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose or non-infringement. You acknowledge that no advice, information, or statement that we make should be treated as creating any warranty concerning the Products. We do not endorse, guarantee, or assume responsibility for any advertisements, offers, or statements made by third parties concerning the Products.

*TL;DR: we don't control the blockchains or your wallet. The Products are non-custodial — you keep full control of your keys and assets, and you're responsible for them.*

You understand and agree that the open-source repositories, decentralized protocols, and associated blockchain networks that may be accessible through the Products are not controlled, owned, or operated by 1inch. The Products are strictly non-custodial: we do not at any time receive, store, transfer, escrow, safeguard, or otherwise take possession or control of your digital assets, wallets, or private keys. We cannot initiate, authorize, reverse, or otherwise control any transaction or interaction with your digital assets on your behalf. You are solely responsible for maintaining the security of your wallets and

private keys and for all activities carried out through them. 1inch is not responsible for any activities you engage in when using your wallet or the Products, and cannot recover lost keys or assets.

*TL;DR: We are not responsible for transferring, safeguarding, or maintaining your private keys.*

You acknowledge that 1inch is not responsible for transferring, safeguarding, or maintaining your private keys or any virtual currency associated therewith. If you lose, mishandle or have stolen associated virtual currency private keys, you acknowledge that you may not be able to recover associated virtual currency and that 1inch is not responsible for such loss. You acknowledge that 1inch is not responsible for any loss, damage or liability arising from your failure to comply with the terms hereunder.

*TL;DR: blockchain protocols are code subject to flaws and we do not provide any warranties on the security of such protocols.*

By accessing and using the Products, you represent that you understand (a) the Products facilitates access to the Protocols, blockchain networks and functionalities, the use of which has many inherent risks, and (b) the cryptographic and blockchain-based systems have inherent risks to which you are exposed when using the Products. You further represent that you have a working knowledge of the usage and intricacies of blockchain-based virtual currencies, including, without limitation, ERC-20 token standard available on the Ethereum, Ethereum layer 2 solutions or other blockchain networks. You acknowledge that the cost and speed of transacting with blockchain-based systems, such as Ethereum, are variable and may increase or decrease, respectively, drastically at any time. You hereby acknowledge and agree that we are not responsible for any of these variables or risks associated with the Protocols, Products and underlying software blockchain networks and functionalities and cannot be held liable for any resulting losses that you experience while accessing or using the Products. Accordingly, you understand and agree to assume full responsibility for all of the risks of accessing and using the Products.

*TL;DR: third-party resources and promotions.*

The Products may contain references or links to third-party resources, including, but not limited to, information, materials, products, or services, that we do not own or control. In addition, third parties may offer promotions related to your access and use of the Products. We do not endorse or assume any responsibility for any such resources or promotions. If you access any such resources or participate in any such promotions, you do so at your own risk, and you understand that the Terms do not apply to your dealings or relationships with any third parties. You expressly relieve us of any and all liability arising from your use of any such resources or participation in any such promotions.

## **8. Intellectual Property Rights**

*TL;DR: our content is ours.*

We own all intellectual property and other rights in the Products and its contents, including, but not limited to, software, text, images, trademarks, service marks, copyrights, patents, and designs. Unless expressly authorized by us, you may not copy, modify, adapt, rent, license, sell, publish, distribute, or otherwise permit any third party to access or use the Products or any of its contents. Accessing or using the Products does not constitute a grant to you of any proprietary intellectual property or other rights in the Products or its contents.

You will retain ownership of all intellectual property and other rights in any information and materials you submit through the Products. However, by uploading such information or materials, you grant us a worldwide, royalty-free, irrevocable license to use, copy, distribute, publish and send this data in any manner in accordance with applicable laws and regulations.

You may choose to submit comments, bug reports, ideas or other feedback about the Products, including, without limitation, about how to improve the Products (collectively, “**Feedback**”). By submitting any Feedback, you agree that we are free to use such Feedback at our discretion and without additional compensation to you, and to disclose such Feedback to third parties (whether on a non-confidential basis or otherwise). If necessary under applicable law, then you hereby grant us a perpetual, irrevocable, non-exclusive, transferable, worldwide license under all rights necessary for us to incorporate and use your Feedback for any purpose.

If (i) you satisfy all of the eligibility requirements set forth in the Terms, and (ii) your access to and use of the Products complies with the Terms, you hereby are granted a single, personal, limited license to access and use the Products solely in accordance with these Terms. This license is non-exclusive, non-transferable, and freely revocable by us at any time without notice or cause in our sole discretion. Use of the Products for any purpose not expressly permitted by the Terms is strictly prohibited. Unlike the Products, the Protocols are composed entirely of open-source software running on the public Ethereum, Ethereum layer 2 solutions or other blockchain networks and is not our proprietary property. The Protocols may also run on the other blockchains to which the same clause applies.

## **9. Indemnification**

*TL;DR: If someone sues us because of something you did, you're responsible for it, so read the below carefully.*

You agree to hold harmless, release, defend, and indemnify 1inch, its affiliates, and their respective officers, directors, employees, contractors, agents, service providers, licensors, representatives, and subsidiaries (collectively, the “1inch Parties”) from and against any and all claims, damages, obligations, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising from or relating to: (a) your access to or use of the Products or any Third-Party Services; (b) your violation of these Terms, the rights of any third party, or any applicable law, rule, or regulation; (c) any other party’s access to or use of the Products or any Third-Party Services with your assistance or using any device, account, or credentials that you own or control; and (d) any dispute between you and (i) another user of the

Products or any Third-Party Services, or (ii) your own customers or end users. We will provide you with notice of any such claim, suit, or proceeding. 1inch reserves the right to assume the exclusive defense and control of any matter subject to indemnification under this section, and you agree to cooperate with 1inch's defense of such matter. You may not settle or compromise any claim against any 1inch Party without 1inch's prior written consent.

## **10. Limitation of Liability**

*TL;DR: It's really important to highlight how our liability is limited when it comes to issues you may encounter with our service. Please read the whole section carefully.*

Under no circumstances shall we or any of our officers, directors, employees, contractors, agents, affiliates, subsidiaries, or any providers be liable to you for any indirect, punitive, incidental, special, consequential, or exemplary damages, including (but not limited to) damages for loss of profits, goodwill, use, data, or other intangible property, arising out of or relating to any access to or use of, or inability to access or use, the Products or any Third-Party Services, nor will we be responsible for any damage, loss, or injury resulting from hacking, tampering, or other unauthorized access to or use of the Products or any Third-Party Services, or from any access to or use of any information obtained by any unauthorized access to or use of the Products or any Third-Party Services.

We assume no liability or responsibility for any: (a) errors, mistakes, or inaccuracies of content; (b) personal injury or property damage, of any nature whatsoever, resulting from any access to or use of the Products or any Third-Party Services; (c) unauthorized access to or use of any secure server or database in our control, or the use of any information or data stored therein; (d) interruption or cessation of function related to the Products or any Third-Party Services; (e) bugs, viruses, trojan horses, or the like that may be transmitted to or through the Products or any Third-Party Services; (f) errors or omissions in, or loss or damage incurred as a result of the use of, any content made available through the Products or any Third-Party Services; and (g) the defamatory, offensive, or illegal conduct of any third party.

We have no liability to you or to any third party for any claims or damages that may arise as a result of any payments, transactions, or interactions that you engage in via the Products or any Third-Party Services. Except as expressly provided herein, we do not provide refunds for any purchases, fees, or charges made through the Products or any Third-Party Services.

Under no circumstances shall we or any of our officers, directors, employees, contractors, agents, affiliates, or subsidiaries be liable to you for any claims, proceedings, liabilities, obligations, damages, losses, or costs in an amount exceeding the greater of (i) the amount you paid to us in exchange for access to and use of the Products, or (ii) \$100.00. This limitation of liability applies regardless of whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, and even if we have been advised of the possibility of such liability.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of certain liabilities and damages. Accordingly, some of the disclaimers and limitations set forth in the Terms may not apply to you. This limitation of liability shall apply to the fullest extent permitted by law.

## **11. Governing Law & Jurisdiction**

*TL;DR: our relationship is governed by the laws of the British Virgin Islands.*

These Terms of Use and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the laws of the British Virgin Islands.

The courts of the British Virgin Islands shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms of Use or their subject matter or formation.

## **12. Last but not Least**

*Changes to these Terms.* We may amend any portion of these Terms at any time by posting the revised version of these Terms with an updated revision date. The changes will become effective and shall be deemed accepted by you, the first time you use or access the Products after the initial posting of the revised Terms and shall apply on a going-forward basis with respect to your use of the Products including any transactions initiated after the posting date. In the event that you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Products.

*Entire Agreement.* These Terms (and any additional terms, rules and conditions of participation that may be posted on the website of 1inch.com) including the Privacy Policy constitute the entire agreement with respect to the Products and supersedes any prior agreements, oral or written.

*Privacy Policy.* The 1inch.com Privacy Policy describes the ways we collect, use, store and disclose your personal information. You agree to the collection, use, storage, and disclosure of your data in accordance with the Privacy Policy.

*Open-source and Community Elements.* Some components of the Products, including access to underlying Protocols, may rely on open-source software, decentralized governance processes, or community-controlled functionalities (collectively, "Community Elements"). Community Elements are not controlled, owned, or operated by 1inch and may be subject to the 1inch Network Terms of Use or other applicable community governance rules. We make no representations or warranties about the operation, availability, security, or outcomes of any Community Elements, and we disclaim all liability for any claims, losses, damages, or other consequences arising from or relating to your use of, or inability to use, any such Community Elements.

*Survival.* Upon termination of these Terms for any reason, all rights and obligations of the parties that by their nature are continuing will survive such termination.

*Severability.* In the event that any provision of these Terms is deemed invalid or unenforceable, the validity and enforceability of the remaining provisions shall remain unaffected and unimpaired. Any invalid or unenforceable portions can be reasonably interpreted to fulfill the intent and purpose of the original provision. If such interpretation is not possible, the invalid or unenforceable portion will be severed from these Terms, while the remaining provisions of the Terms will remain in full force and effect.

*Captions and Summaries.* The captions identifying the various sections and subsections of these Terms are for reference only and do not define, modify, expand, or limit any of the provisions of these Terms and shall not affect the interpretation of these Terms. In addition, the paragraphs and text accompanying the words "TL;DR" at the beginning of certain sections are intended to summarize the applicable section of these Terms and do not define, modify, expand, or limit any of the provisions of these Terms and shall not affect the interpretation of these Terms.