

## 1inch.com Terms of Use

Last updated: September 14, 2026

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

- (a) a website-hosted user interface(s) located at 1inch.com, including any subdomain thereof, and any other website-hosted user interface operated by 1inch that links to these Terms (together, the **"Interface"**);
- (b) the informational website located at 1inch.com, including all pages accessible thereunder and any subdomain thereof (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"**);
- (d) 1inch Aqua, a liquidity strategy feature accessible through the Interface that enables eligible users to create, configure, monitor, and close non-custodial liquidity strategies governed by smart contracts deployed on public blockchain networks (**"1inch Aqua"** or **"Aqua"**); and
- (e) any other products and services that link to these Terms (together with the Interface, Website, Portfolio and 1inch Aqua 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.

The Interface and the Website are made available by Degensoft Ltd. under authorization granted through the governance processes of the 1inch Network. Nothing in these Terms creates any contractual relationship between you and the 1inch Network, the 1inch DAO, the 1inch Foundation, or any of their respective participants, and none of them is a party to these Terms.

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.

**IMPORTANT NOTICE: THESE TERMS CONTAIN A BINDING ARBITRATION CLAUSE AND A CLASS ACTION WAIVER IN THE "GOVERNING LAW & JURISDICTION" SECTION BELOW. BY ACCESSING OR USING THE PRODUCTS, YOU AGREE THAT ANY DISPUTE BETWEEN YOU AND 1INCH WILL BE RESOLVED BY BINDING INDIVIDUAL ARBITRATION, AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. PLEASE READ THE GOVERNING LAW & JURISDICTION SECTION CAREFULLY.**

## 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 (“**Protocols**”) and offer you access to numerous liquidity sources across multiple chains. Certain transactions initiated through the Products may be routed to, matched with, or executed by third-party resolvers, market makers, liquidity providers, or other independent participants acting as counterparties. 1inch does not endorse or guarantee the performance of, or assume any responsibility for any such participant. The identity of the counterparty to any transaction may not be known to you at the time of execution, and 1inch has no obligation to disclose such information. When you submit an order or intent through the Products, you acknowledge and agree that the applicable resolver, market maker, liquidity provider, or other independent participant may execute that order or intent on terms that may differ from the parameters displayed at the time of submission, including price, slippage, execution venue, timing, and routing path. You bear all risk arising from any such difference. 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. 1inch does not assume any risk, liability, or obligation in connection with blockchain network forks, whether pending, threatened, or completed. 1inch has no obligation to notify you of any fork event, to support any forked network or token, or to take any action in connection with a fork. You acknowledge that fork events may result in the duplication, loss, devaluation, or unavailability of digital assets, and that any such consequences are solely your responsibility.

**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.

**Fees.** Access to the Interface is currently made available by 1inch without charge. We reserve the right to introduce, modify, or remove fees for any Product or feature at any time; any fees charged by 1inch will be displayed or otherwise made available through the Products. In addition, protocol-level fees may apply to certain transactions or interactions, including swaps executed against liquidity strategies. Protocol-level fees are applied at the smart-contract level pursuant to fee parameters established, and subject to modification, through the applicable governance processes of the 1inch Network; the proceeds of such fees are allocated as determined through those governance processes (including to the treasury of the 1inch DAO) and are not set, collected, or retained unilaterally by 1inch. Information regarding the fee parameters in effect from time to time will be made available through the Products, including via the relevant landing page, help desk, or FAQ resources, and may change without individual notice. The fee parameters in effect at the time of your transaction apply.

**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.

**1inch Aqua.** 1inch Aqua is the liquidity strategy feature accessible through the Interface, which enables eligible users to create, configure, monitor, and close liquidity strategies governed by smart contracts deployed on public blockchain networks.

1inch Aqua operates on a non-custodial allowance basis: to activate a strategy, you grant the applicable smart contract a revocable token allowance. Tokens made available to a strategy remain in your own wallet at all times and are transferred only if and when a swap executes against your strategy, and only to the extent required to settle that specific swap. A swap cannot transfer more than the tokens actually held in your wallet at the time of execution. No deposit of tokens into a smart contract pool or escrow is required to activate or maintain a strategy. You may revoke the allowance at any time.

Users interact with 1inch Aqua by creating and configuring liquidity strategies: selecting from available liquidity curve mechanisms and setting strategy parameters, including price ranges, swap fee settings, and asset allocations. Strategy parameters cannot be modified after deployment; to change any parameter, you must close the strategy and create a new one. Fees earned by a strategy are automatically reinvested into the strategy; this is not configurable. Where a protocol fee applies (as described under “Fees” above), amounts accruing to, or reinvested into, your strategy are calculated net of such protocol fee. The availability of any particular functionality may depend on the version of 1inch Aqua accessible to you and may change over time without prior notice.

All interactions with 1inch Aqua occur directly between users and the applicable smart contracts; 1inch does not hold, custody, control, escrow, pool, or otherwise take possession of any user assets in connection with 1inch Aqua, and does not act as a counterparty, broker, agent, adviser, or lender in respect of any transaction. Swaps against your strategy are executed by independent third-party market participants, which may access your strategy through 1inch order-routing protocols; 1inch is not a party to any such transaction and does not guarantee that any swap will execute, or the price, timing, or completion of any swap.

1inch Aqua involves a high degree of complexity, technical sophistication, and financial risk. By accessing or using 1inch Aqua, you acknowledge and agree that a high degree of knowledge, skill, and experience in blockchain technology, decentralised finance, and digital asset markets is required, and you represent that you possess such knowledge, skill, and experience. You further acknowledge that swaps against your strategy, and any swap fees, are not guaranteed; that a strategy is eligible for execution only while it is open and the market price is within your configured price range; that tokens made available to a strategy remain exposed to market movements at all times and may convert entirely into one token of the pair; and that you may lose some or all of the tokens you make available. Available pairs, curve mechanisms, presets, and default parameters are provided for convenience only and do not constitute investment, legal, or tax advice or a recommendation.

*Safe Smart Accounts (Sub-Wallets).* The Interface allows you to deploy new, or import existing, Safe smart accounts, including multi-signature configurations, controlled through your connected wallet (“Sub-Wallets”). Safe smart accounts are open-source, third-party smart contracts. They are not provided, offered, hosted, maintained, developed or controlled by us. The contracts are released under open-source licences (LGPL-3.0) “as is,” by Safe, without warranty of any kind. No person or entity guarantees the security, correctness or fitness of the Safe smart contracts or accepts responsibility for them. You bear all smart contract risk in a Sub-Wallet entirely and alone, including bugs, vulnerabilities and total loss of tokens held in it. Any Sub-Wallet is deployed at your instruction, by a transaction you (or your authorised signers) sign, and is solely owned and controlled by you through the signers you configure. We never take custody of a Sub-Wallet or its contents, hold no keys or credentials for it, and have no ability to access, recover, freeze, limit or transfer it or any tokens held in it; if you lose access to your signers, neither we nor anyone else can restore it. You are solely responsible for the configuration, signer management and security of any Sub-Wallet. All references in these Terms to a “wallet” include any Sub-Wallet, and all disclaimers, risk acknowledgements and limitations of liability in these Terms

apply to Sub-Wallets and to the Safe smart contracts. Safe® and related marks are trademarks of the Safe Ecosystem Foundation; we are an independent interface provider and are not affiliated with, endorsed by, or partnered with the Safe Ecosystem Foundation.

*AI Command Feature.* The AI Command Feature is a tool within the Products that allows users to submit instructions, including natural language commands, for the purpose of generating proposed transaction parameters, configurations, or actions. The AI Command Feature uses AI-assisted processes to interpret your instructions and propose actions, which you must review, confirm, and approve before any transaction is submitted to a blockchain network.

You bear sole responsibility for all instructions, inputs, parameters, and configurations you provide to the AI Command Feature, including instructions submitted on a schedule or via automated trigger. 1inch does not verify, validate, or assess the suitability, accuracy, or legality of any instruction you provide. The AI Command Feature interprets and acts upon your inputs using AI-assisted processes that may produce outputs that are erroneous, incomplete, or misaligned with your intent. 1inch makes no representation or warranty as to the accuracy, completeness, or suitability of any action proposed by the AI Command Feature in response to your instructions. You must review all proposed transaction parameters and wallet signature requests before confirming them.

*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.

**Widgets.** If you access the Products through an iframe, widget, or other embedded integration made available within or through a third-party website, platform, application or product (a “Widget”), such access and use remains subject to these Terms. Your use of the Products through a Widget may also be subject to fees, charges, pricing adjustments, operational requirements imposed, or configured by the relevant third-party provider, including partner charges, licensing fees, service fees, or other similar costs (“Partner Fees”). 1inch does not determine, control, collect, or assume responsibility for any Partner Fees. Pricing information displayed to you when using a Widget may be shown either inclusive or exclusive of applicable Partner Fees, depending on how the Widget is configured at the time of your transaction. By using the Products through a Widget, you acknowledge and agree that any applicable Partner Fees are set by the relevant third party, may vary over time, and may be subject to additional terms, disclosures, or requirements imposed by that third party. 1inch is not responsible for any fees, charges, losses, delays, failures, errors, omissions, disclosures, or other issues arising out of or in connection with the third-party website, platform, application, product, service, or Widget through which you access the Products. You are solely responsible for reviewing and understanding any additional terms, fees, or conditions applicable to your use of the Widget.

**Experimental Features.** Certain features, products, or functionalities within the Products may be, or may by their nature constitute, “Experimental Features,” including features that are released under a feature flag, in beta, in test mode, in early access, in preview, designated by 1inch as experimental, or that by their nature cannot reasonably be considered a finalized, production-grade product or service, whether due to their stage of development, the novelty of their underlying technology or mechanisms, limited usage history, or any other factor that 1inch, in its sole discretion, considers relevant. The disclaimers set

forth elsewhere in these Terms, including all disclaimers of warranties, representations, and liability, apply to Experimental Features in their entirety and without limitation.

In addition to, and without limiting, those disclaimers, you acknowledge and agree that Experimental Features: (a) may not have been subject to the same level of testing, security audit, or review as generally available features of the Products; (b) may contain defects, errors, or vulnerabilities that are not present in, or have been resolved in, generally available features; (c) may be modified, degraded, suspended, restricted, or discontinued at any time without prior notice or liability; and (d) are not subject to any commitment or obligation by 1inch as to maintenance, support, availability, performance, or continued operation. The application of this section shall not be diminished or limited by the manner in which you obtained access to the Experimental Feature, including if you accessed it by circumventing, bypassing, or otherwise avoiding any access restriction, feature flag, gating mechanism, or eligibility requirement.

*Incentive Programs.* 1inch, the 1inch DAO, the 1inch Foundation, or third parties may from time to time make available incentive, reward, liquidity, referral, or other promotional programs in connection with the Products or the Protocols (each, an "Incentive Program"). Any Incentive Program may be subject to separate or supplemental terms, eligibility requirements, geographic restrictions, and compliance screening (including sanctions and risk screening), and may be contingent on approvals obtained through applicable governance processes. Where an Incentive Program is operated, administered, or funded by a third party, the provisions of these Terms applicable to Third-Party Services apply to that program: it is governed by the terms of the relevant program operator, your participation is solely a matter between you and that operator, and 1inch does not determine eligibility for, compute, hold, guarantee, or distribute any rewards under it and assumes no responsibility or liability for any such program, including its operation, modification, suspension, or termination, or the computation, distribution, value, or tax treatment of any rewards.

Where 1inch announces an Incentive Program, the following applies in addition to, and without limiting, the disclaimers and limitations of liability set out elsewhere in these Terms: (a) eligibility criteria, reward parameters, market lists, group weights, budgets, and other program details are described in the applicable announcements, published program configurations, documentation, or interface notices (the "Program Materials"), which form part of these Terms in respect of that Incentive Program, and by participating in an Incentive Program or claiming any reward you agree to these Terms and the applicable Program Materials; (b) rewards are discretionary and constitute compensation for specific, measurable activity; they are not interest, yield, profit, or income on capital; rewards are not guaranteed and confer no entitlement to any minimum payment, rate, or outcome, and any displayed or estimated reward amounts are indicative only; (c) reward computations are final once processed; program parameters may change, and any Incentive Program may be modified, suspended, or discontinued at any time without notice; (d) rewards may be distributed through third-party distribution rails, subject to such providers' terms and policies; claims are executed by you directly on-chain, and 1inch is not responsible for the operation, availability, or timing of any third-party distribution rails; (e) rewards that remain unclaimed after the end of an Incentive Program may be reallocated, recovered, or otherwise cease to be claimable after the end of that program in 1inch's sole discretion, unless the applicable Program Materials provide otherwise; and (f) you are solely responsible for any tax obligations arising in connection with any reward.

1inch reserves the right to withhold, cancel, or recover any reward, and to exclude or suspend any wallet, market, group, or participant, where 1inch reasonably determines that the relevant participation involves wash trading, self-dealing, market manipulation, Sybil or other artificial activity, circumvention of eligibility or geographic restrictions, or any other fraudulent, abusive, unlawful, or non-compliant conduct, or where

required by applicable law, including sanctions laws, or in any other case where 1inch reasonably determines that withholding or exclusion is necessary to protect the integrity of the Incentive Program or the Products. All disclaimers, limitations of liability, releases, and indemnities set out elsewhere in these Terms apply in full, and without modification, to every Incentive Program and to any reward, participation, claim, or related activity. To the maximum extent permitted by law, 1inch shall have no liability arising out of or in connection with any Incentive Program or reward.

*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.

*Age and Capacity.* By accessing or using the Products, you represent and warrant that you are at least eighteen (18) years of age (or the age of legal majority in your jurisdiction, if higher) and that you have the full right, power, capacity, and authority to enter into and comply with these Terms, without violating any other agreement to which you are a party.

*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.

*Availability.* Save as provided in these Terms, access to the Products is not restricted by reference to a user's country of residence or location, including for users located in the United States, Europe or Asia. Certain Products, features or digital assets may not be available in all jurisdictions, or in all parts of a jurisdiction, and their availability may change at any time. Nothing in this paragraph is a representation that your use of the Products is lawful in your jurisdiction, which remains your responsibility as set out under Legality above.

*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, and that you are not acting on behalf of, at the direction of, or for the benefit of any Restricted Person or any person located, organised, or resident in any Prohibited Locality. "**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.

*Product Eligibility.* In addition to the eligibility requirements set forth in this section, certain Products, features, or digital assets accessible through the Products may be subject to additional eligibility, verification, accreditation, whitelisting, jurisdictional, or other access requirements imposed by third parties, issuers, protocols, service providers, or applicable law. You are solely responsible for determining whether you satisfy any such additional requirements before accessing or using the relevant Product, feature, or digital asset. Failure to satisfy any such requirement may result in the restriction or unavailability of certain Products, features, or digital assets, and 1inch shall have no liability for any such restriction or unavailability.

*Regional Availability.* Certain Products or features may be unavailable to users located in, or accessing the Products from, certain countries or regions, including the United Arab Emirates, where required by applicable law or regulation. Where such a restriction applies, some functions may remain available to

enable you to retain access to your virtual assets, which may include, for example, viewing balances or closing or withdrawing from existing positions. Your virtual assets remain in your own self-custodial wallet at all times and remain accessible to you independently of the Products, including through other interfaces that interact with the relevant Protocols. We may determine your location by IP address or by other means. Attempting to circumvent any restriction under this paragraph is prohibited, as further set out under Non-Circumvention above.

*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 Products 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. The availability of the Products does not constitute a guarantee or representation of availability.*

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.

The availability of any Product, feature, functionality, tool or service at any given time does not constitute a guarantee, representation, or commitment that such Product, feature, functionality, tool, or service will remain available, and 1inch shall have no liability for any restriction, limitation, suspension, discontinuation, or unavailability thereof.

The Products, and any individual feature, functionality, tool, or service within the Products, may not be available in all jurisdictions or to all users. 1inch may, in its sole and absolute discretion, restrict, limit, condition, or disable access to any Product or any feature thereof based on geographic location, jurisdiction, regulatory requirements, technical considerations, risk assessment, third-party requirements, or any other criteria that 1inch deems relevant, at any time and without prior notice.

Without limiting the foregoing: (a) certain Products or features may be made available only in selected jurisdictions or to selected categories of users, and may be withdrawn from any jurisdiction or category of

users at any time; (b) the availability of any Product or feature in your jurisdiction at any given time does not create any entitlement to continued access, and does not constitute a representation by 1inch that such Product or feature complies with the laws or regulatory requirements of your jurisdiction; (c) you are solely responsible for determining whether your access to and use of the Products, and any specific feature thereof, is lawful in your jurisdiction and complies with all applicable laws and regulations; (d) 1inch does not guarantee any minimum level of availability, uptime, functionality, or performance of the Products or any feature thereof, in any jurisdiction or globally; and (e) 1inch shall have no liability for any losses, costs, or damages arising from the unavailability, restriction, suspension, or discontinuation of any Product or feature in any jurisdiction.

## **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.

You further represent and warrant that you have independently determined that your access to and use of the Products, and any specific Product, feature, functionality, tool or service accessible through the Products, complies with all laws and regulations applicable to you in your jurisdiction, including any laws relating to taxation. You acknowledge that 1inch makes no representation regarding the legality of the Products or any feature thereof in any jurisdiction, and that the availability of any Product or feature in your jurisdiction does not constitute a representation by 1inch that such Product or feature is lawful for you to access or use.

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;
- Except as expressly described in these Terms, 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;
- Circumvents, avoids, or attempts to circumvent or avoid any transfer restriction, eligibility requirement, whitelisting condition, geographic restriction, access restriction, or other limitation imposed by any third party, issuer, protocol, service provider, smart contract, or applicable law in respect of any Product, feature, functionality, tool, service, or digital assets;
- Misrepresents your identity, eligibility, accreditation status, jurisdiction, location, authority, or any other relevant status in order to access or use any Product, feature, functionality, tool, service or that is subject to eligibility, jurisdictional, access, or other restrictions

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 software that circumvents or interferes with the intended functionality of the Products, except where such access occurs through integrations, features, or tools made available or expressly authorized in writing by 1inch.

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.

If you engage with the Products in a professional capacity, including as a resolver, market maker, liquidity provider, or other professional or commercial participant, your activity may additionally be subject to separate terms, resolver terms, market-making agreements, or other commercial arrangements with 1inch. In the event of any conflict between such separate terms and these Terms, the separate terms shall prevail to the extent of the conflict with respect to your professional or commercial activity; however, these Terms shall continue to apply in full to your general access to and use of the Products.

## **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.

Use of the Products, including any features involving liquidity strategies, decentralised trading, or interaction with autonomous smart contracts, carries significant financial risk, including the risk of total loss of assets. You should carefully consider whether such activity is suitable for you in light of your circumstances, experience, and financial resources. You represent that you have been, are, and will be solely responsible for making your own independent appraisal and investigations into the risks of any transaction, strategy, or interaction you enter into through the Products, including the underlying digital assets, market conditions, and smart contract mechanics involved.

Without limiting the foregoing, by accessing or using the Products you additionally represent and warrant that: (a) you have independently assessed whether the Products are suitable for your circumstances and financial resources; (b) you are not relying on 1inch for any investment advice, financial advice, tax

advice, or legal advice; (c) you accept full responsibility for any decision to enter into any transaction, strategy, or commitment through the Products; (d) you have read and understood the risk disclosures set forth in these Terms; and (e) where you are accessing the Products on behalf of an entity or as a professional market maker, you have the requisite authority and organisational approvals to do so.

*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: some tokens accessible through the Products may represent or be linked to real-world assets. We are a technology layer only, we do not issue, control, custody, or guarantee these tokens, and you must do your own research with the issuer directly.*

The Products may display, reference, or facilitate interaction with digital assets that purport to represent, be backed by, or be linked to real-world assets, commodities, financial instruments, or off-chain rights or obligations (collectively, "Asset-Referenced Tokens"). Asset-Referenced Tokens are issued and maintained by third-party issuers, originators, or sponsors, and 1inch's role is limited to providing a technology interface through which such tokens may be discovered, displayed, or transacted. 1inch does not issue, originate, sponsor, manage, custody, or control any Asset-Referenced Token, and the availability of any Asset-Referenced Token through the Products does not create any relationship between you and 1inch with respect to the underlying asset or right that such token purports to represent.

Without limiting the generality of the foregoing, you acknowledge and agree that: 1inch does not verify, audit, guarantee, or make any representation as to the existence, ownership, valuation, quality, legal status, or enforceability of any underlying asset or right that an Asset-Referenced Token purports to represent; 1inch does not verify the identity, creditworthiness, solvency, regulatory status, or reliability of any issuer, originator, custodian, or other party involved in the creation, maintenance, or redemption of any Asset-Referenced Token; the display or availability of any Asset-Referenced Token within the Products does not constitute an endorsement, recommendation, or determination by 1inch and 1inch makes no representation regarding the regulatory classification of any such token in any jurisdiction; certain Asset-Referenced Tokens may be synthetic in nature, meaning they provide economic exposure

to an underlying asset or reference price without being backed by or redeemable for the actual underlying asset; Asset-Referenced Tokens may not be available in all jurisdictions and access may be restricted based on your jurisdiction, regulatory requirements, or eligibility criteria imposed by the issuer; certain Asset-Referenced Tokens may require whitelisting, identity verification, accreditation, or other eligibility conditions imposed by the issuer or originator as a precondition to purchase, holding, transfer, or redemption; Asset-Referenced Tokens may be delisted, removed, or rendered unavailable through the Products at any time; 1inch does not act as a broker, dealer, exchange, custodian, transfer agent, or intermediary in respect of any Asset-Referenced Token; and 1inch disclaims all liability for any loss arising from the failure, devaluation, default, insolvency, delisting, regulatory action, or legal challenge affecting any Asset-Referenced Token, its issuer, its underlying asset, or any counterparty involved in a transaction relating to such token.

The disclaimers and limitations set forth in this section are in addition to, and without prejudice to, all other disclaimers, limitations of liability, indemnification obligations, and waivers set forth elsewhere in these Terms, all of which apply in full to your use of or interaction with Asset-Referenced Tokens.

*TL;DR: some strategies or liquidity available through the Products may originate from third parties. We do not control them and make no promises about their performance or reliability.*

Certain strategies, liquidity sources, market-making activities, or other functionalities accessible through the Products may be provided, operated, or maintained by third parties, including independent professional market makers. 1inch does not control, manage, audit, or endorse the conduct, performance, parameters, or reliability of any such third-party strategies or activities. Without limiting the generality of the foregoing: (a) 1inch makes no representation or warranty as to the expected or actual performance, profitability, suitability, or safety of any strategy or liquidity source made available through the Products, whether provided by 1inch or by third parties; (b) the inclusion or display of any third-party strategy or liquidity source within the Products does not constitute an endorsement, recommendation, or solicitation by 1inch; (c) third-party participants may modify, withdraw, or cease their strategies or liquidity at any time without notice, and 1inch has no obligation to ensure continuity, availability, or minimum levels of liquidity; and (d) you are solely responsible for evaluating and selecting any strategy or liquidity source you interact with, and 1inch disclaims all liability for any losses arising from your reliance on or interaction with third-party strategies or liquidity.

*TL;DR: certain Product features carry risks beyond general blockchain risks, including impermanent loss, liquidation, oracle failures, and withdrawal delays, that can result in total loss of assets.*

Where the Products include features involving liquidity strategies, automated market-making mechanisms, trading mechanisms or on-chain capital commitments, you additionally acknowledge and accept the following risks, which are not exhaustive: (a) impermanent loss (also known as divergence loss), whereby the value of tokens committed may decline relative to holding those tokens outside the strategy, resulting in you receiving less value than originally committed; (b) the risk that the parameters you configure, including price ranges, asset allocations, or risk tolerances, may prove unsuitable or result in losses, and 1inch has no duty to review, verify, or validate the appropriateness of any parameters you select; (c) the risk of automated liquidation of positions if predefined on-chain conditions are met, which may occur without prior notice at a time and price materially adverse to you, and which may be initiated by any participant on the network; (d) the risk that third-party oracles or price feeds relied upon by smart contracts may be delayed, inaccurate, manipulated, or unavailable, potentially causing incorrect valuations, unintended liquidations, or loss of assets; (e) the risk that withdrawal of liquidity may not be possible during periods of high demand, smart contract congestion, or insufficient counterparty liquidity;

and (f) the risk that fees or rewards earned through a strategy may be insufficient to offset impermanent loss, gas costs, or other expenses. The allowance you grant may be unlimited in amount and is not limited to the amounts you allocate to a strategy; you may revoke or reduce it at any time using standard blockchain tools. Not every mechanism described in this paragraph applies to every feature; the description of any specific feature in these Terms prevails for that feature.

*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, whether proprietary or open-source, we specifically do not represent or 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, fitness for any particular purpose, workmanship, technical coding, or the absence of any defects therein, whether latent or patent.

We do not represent or warrant that the Products, code, or any related information are accurate, complete, reliable, current, or error-free. We do not warrant that access to the Products will be continuous, uninterrupted, timely, secure, or available in any particular jurisdiction, that defects will be identified or corrected, or that the Products are free from viruses, malicious code, or harmful components. We make no warranty regarding the results that may be obtained from the use of the Products or as to the accuracy, reliability, or completeness of any information, content, data, quote, routing path, estimate, or output obtained through the Products.

The Products are 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, and non-infringement. You acknowledge that no advice, information, statement, interface display, risk alert, quote, route, parameter, estimate, or other output that we make available should be treated as creating any warranty concerning the Products.

The completion of any security audit, review, or assessment of the Products or any smart contract, whether by 1inch or by any third party, does not constitute a warranty, guarantee, or representation regarding the security, correctness, completeness, or fitness of the audited code, and shall not give rise to any duty or liability on the part of 1inch. The Products may interact with or depend upon third-party smart contracts, protocols, networks, bridges, or infrastructure that may be modified, upgraded, suspended, or subject to governance decisions by parties other than 1inch, and we make no warranty that any such modification, upgrade, suspension, or governance decision will not adversely affect the Products, your transactions, or your assets. We do not endorse, guarantee, or assume responsibility for any advertisements, offers, statements, representations, warranties, or commitments made by third parties concerning the Products

The foregoing disclaimers apply without limitation to any output, proposal, recommendation, or action generated by or through any AI-assisted functionality of the Products, including the AI Command Feature. 1inch makes no representation or warranty that any AI-generated output is accurate, complete, suitable for your purposes, or free from error, hallucination, bias, or misinterpretation of your instructions.

*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 software repositories (whether open-source or source-available), 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: AI-generated outputs are not reliable, may be wrong, and are entirely your responsibility. We do not control or verify anything the AI produces.*

Where the Products include AI-assisted features, including the AI Command Feature, you acknowledge and agree that: (a) all outputs, proposals, suggestions, transaction parameters, and actions generated by any AI-assisted feature are produced by automated systems that may be inaccurate, incomplete, inconsistent, or materially misaligned with your intent or instructions; (b) AI systems may produce erroneous, random, biased, or hallucinated outputs, and the inclusion of an AI-assisted feature within the Products does not constitute a representation or warranty by 1inch that such outputs are accurate, suitable, or fit for any purpose; (c) 1inch does not review, verify, validate, or approve any output generated by an AI-assisted feature before it is presented to you, and 1inch has no ability to control, predict, or guarantee the behaviour of any AI system; (d) you are solely responsible for reviewing all AI-generated outputs before acting on them, and your decision to confirm or submit any transaction proposed by an AI-assisted feature constitutes your own independent decision for which 1inch bears no responsibility; (e) the use of an AI-assisted feature does not create any advisory, fiduciary, or agency relationship between

you and 1inch; and (f) the disclaimers, liability limitations, and as-is provisions set out elsewhere in these Terms apply in full and without limitation to all AI-generated outputs and any consequences of acting upon them.

*TL;DR: the price you see may not be the price you get. Transactions can be delayed, front-run, or executed at worse prices than expected.*

You acknowledge and accept the risk of slippage and adverse execution in connection with any transaction conducted through the Products. Without limiting the generality of the foregoing: (a) the price at which a transaction is executed may differ materially from the price displayed or expected at the time you submit the transaction, due to market movement, network latency, block confirmation delays, liquidity conditions, resolver or market-maker execution, or other factors beyond the control of 1inch; (b) transactions on public blockchain networks may be subject to front-running, sandwich attacks, miner or validator extractable value (MEV), or other forms of transaction ordering manipulation by third parties, and 1inch has no ability to prevent, detect, or mitigate all such activity; (c) during periods of high network congestion, transactions may be delayed, fail, or execute at prices substantially worse than anticipated; and (d) 1inch does not guarantee any particular execution price, execution speed, routing path, fill rate, or transaction outcome, and any price quotes, estimates, or routing paths displayed through the Products are indicative only and do not constitute an offer, commitment, warranty, or guarantee.

1inch does not guarantee, represent, or warrant that any transaction executed through the Products will be protected from MEV extraction, front-running, sandwich attacks, or transaction ordering manipulation. Any MEV protection features or mechanisms displayed or described in the Products are provided on a reasonable-efforts basis only and may not prevent all forms of value extraction. You acknowledge that no MEV protection mechanism can eliminate all risks associated with public mempool exposure, private order flow, block construction, validator behavior, or transaction ordering, and you accept all residual risk. Where you use the AI Command Feature, the transaction parameter confirmation step and wallet signature step presented by that feature constitute your sole opportunity to review, modify, or reject any proposed action before it is submitted to the blockchain; upon completion of those steps, all resulting transactions are equally final and non-reversible.

*TL;DR: we are not your broker, adviser, or fiduciary. Any tools, quotes, routes, or suggested settings are informational only, and mistakes are your responsibility.*

1inch does not act as your broker, dealer, agent, adviser, custodian, intermediary, or fiduciary in connection with any transaction, order, intent, route, swap, or other interaction conducted through the Products. Without limiting the disclaimers elsewhere in these Terms: (a) 1inch does not provide investment advice, portfolio management, financial planning, tax advice, legal advice, or any other regulated or professional advice, and nothing in the Products or these Terms shall be construed as such; (b) 1inch does not review, assess, or validate the suitability, legality, appropriateness, profitability, or risk profile of any transaction, order, intent, route, parameter, configuration, digital asset, or other interaction that you create, enter into, submit, adopt, or approve through the Products; (c) any tools, interfaces, analytics, quotes, routes, suggested parameters, default settings, or other information made available through the Products are provided for informational and convenience purposes only and do not constitute recommendations; and (d) any losses resulting from your own errors, omissions, or misunderstandings, including incorrect parameters, wrong token selections, mistaken wallet interactions, failure to verify transaction details, or misunderstanding of product mechanics, are solely your responsibility, and 1inch shall have no liability for user errors of any kind.

The 1inch Aqua enables you to create, configure, and manage liquidity strategies by setting parameters such as price ranges, asset allocations, risk tolerances, and other variables ("Strategy Parameters"). You acknowledge and agree that: (a) the selection of Strategy Parameters is your sole responsibility, and 1inch has no duty to review, verify, or validate the appropriateness of any Strategy Parameters you select; (b) the Interface may display information, data, analytics, or suggested parameters for informational purposes only, and any such information does not constitute a recommendation or endorsement; (c) the use of the terms "strategy," "liquidity," or similar terminology does not imply any managed account, advisory, discretionary, or fiduciary relationship between you and 1inch; (d) you are solely responsible for evaluating the risks, potential rewards, tax implications, and legal consequences of any strategy you create or participate in; (e) the 1inch Aqua provides a set of pre-defined liquidity curve mechanisms as technical infrastructure for strategy creation; the availability of these curve types does not constitute a recommendation to use any particular mechanism, and 1inch makes no representation that any curve type is suitable for your specific objectives, financial situation, or risk tolerance; (f) you are solely responsible for selecting the curve type and all Strategy Parameters, and your selection constitutes a self-directed financial decision for which 1inch bears no responsibility; (g) where you replicate or adopt a liquidity strategy previously created by another participant, you acknowledge that: (i) such replication does not constitute a recommendation, endorsement, or validation of that strategy by 1inch; (ii) any performance data or historical returns displayed are provided for informational purposes only and are not indicative of future performance; (iii) the strategy was created by an unaffiliated third party whose objectives may differ materially from your own; and (iv) you assume full responsibility for any strategy you replicate as if you had created it yourself.

*TL;DR: Anything the Products pre-fill or suggest — default fees, price ranges, "Auto" settings, estimated values — is an automatic calculation from market data, not advice. It can be wrong. Always check and set your own parameters before signing.*

The Products may display, pre-select, or pre-populate certain parameters, values, or configurations, including, without limitation, default or "Auto" fee levels, suggested or preset price ranges, opening or market prices, slippage settings, displayed token pairs or strategy types, estimated amounts, coverage or availability indicators, historical or annualised fee data, and any other suggested, adjusted, or pre-filled parameter (collectively, "Automated Parameters"). Automated Parameters are generated automatically by software on the basis of historical and current market data and statistical calculations. They are provided solely for informational purposes and as a starting point for your own configuration. Automated Parameters do not constitute investment, financial, trading, legal, or tax advice, nor any recommendation, endorsement, solicitation, or offer by 1inch; they are not personalised to you and do not take into account your circumstances, objectives, or risk tolerance. Automated Parameters may be inaccurate, incomplete, delayed, based on data that is not representative, or unsuitable for your purposes, and market conditions may change at any time, including between the time a value is displayed and the time your transaction is executed. 1inch makes no representation or warranty as to the accuracy, completeness, or suitability of any Automated Parameter and accepts no liability for any loss arising from reliance on any of them. You are solely responsible for reviewing, verifying, and, where appropriate, adjusting every parameter of any transaction, position, or strategy before signing or submitting it. Your decision to proceed, whether or not you adjust any pre-filled value, is your own independent decision, and the display or availability of any pair, preset, or strategy type does not mean it is appropriate or advisable for you.

The Products may display data, metrics, statistics, rankings, leaderboards, rates, and similar figures, including estimated fee rates or annualized rates, volumes, balances, committed or available liquidity, and reward amounts. All such figures are provided for informational purposes only. They are estimates or aggregations derived from on-chain and third-party data; they may be delayed, approximate, simplified

(including where interim or fallback methodologies are used), or inaccurate; and they do not constitute an offer, promise, prediction, or guarantee of any rate, return, liquidity, or outcome. Historical figures do not predict future results. Leaderboards and similar features display publicly available blockchain data, which may include wallet addresses and associated public identifiers (such as ENS names). Leaderboards, rankings, goal lines, progress indicators, and other comparative or gamified features are presentational only: they are not an inducement, invitation, solicitation, recommendation, or encouragement to trade, provide liquidity, increase activity, or participate in any Incentive Program, and do not constitute financial or investment advice. You should independently verify any figure before relying on it.

*TL;DR: some features allow capital commitment without full pre-deposit of tokens. This involves additional risks, including amplified losses, and does not create a lending or credit relationship with 1inch.*

Certain features of the Products may employ commitment-based mechanisms whereby liquidity or exposure is allocated without requiring the full or any pre-deposit of underlying tokens. You acknowledge and accept that: (a) such mechanisms involve risks distinct from those of standard liquidity provision, including the risk that committed capital may be called upon or utilised in ways that result in loss; (b) the obligation to honour commitments made through such mechanisms is governed entirely by the applicable smart contracts and protocol rules, and 1inch does not guarantee the enforceability, sufficiency, or performance of any counterparty's commitments; (c) 1inch does not act as a lender, borrower, credit provider, or credit intermediary in connection with any such mechanism, and the availability of any capital-efficient feature does not create a lending, borrowing, or credit relationship between you and 1inch; (d) the use of capital-efficient mechanisms may amplify both gains and losses, and you may lose more than the amount of tokens you have deposited or committed; and (e) you are solely responsible for understanding the mechanics, parameters, and risks of any capital-efficient feature before using it, and 1inch has no obligation to explain, verify, or monitor your use of such features.

You acknowledge and agree that: (a) virtual liquidity commitments are governed entirely by the applicable smart contracts and are not deposits held, managed, or guaranteed by 1inch; (b) 1inch does not act as a custodian, counterparty, guarantor, insurer, or lender in connection with any liquidity commitment; (c) liquidity commitments may be called, reduced, or liquidated by the smart contract based on predefined on-chain conditions, and such actions may occur automatically, without prior notice, and may result in the partial or total loss of committed assets; (d) the availability and performance of virtual liquidity depends on third-party participants, network conditions, and smart contract logic, none of which is controlled by 1inch; (e) virtual liquidity does not represent a deposit, loan, or financial obligation of or by 1inch; (f) because tokens committed to a strategy remain in your wallet and are not locked or reserved by any smart contract, you remain free to transfer, spend, or otherwise dispose of those tokens at any time, and doing so may result in your strategy entering an illiquidity state if your wallet balance falls below the level required to honour your virtual liquidity commitments.

*TL;DR: you are solely responsible for your own tax obligations arising from your use of the Products.*

You are solely responsible for determining and fulfilling any tax reporting, withholding, payment, filing, or other tax obligations arising from your access to or use of the Products, including any interaction with digital assets, blockchain networks, Third-Party Services, resolvers, market makers, liquidity providers, or other third-party participants. 1inch does not provide tax advice and makes no representation regarding the tax treatment of any transaction, order, intent, swap, digital asset, fee, reward, gain, loss, or other activity in any jurisdiction. You should consult an independent tax adviser regarding the tax implications of your use of 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 or our affiliates and licensors 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. The Protocols are deployed on public blockchain networks, including Ethereum, Ethereum layer 2 solutions, and other blockchains. Protocol code may be made available under open-source or source-available licenses. Certain Protocols — including the smart contracts underlying 1inch Aqua — are made available under source-available license terms (such as the Degensoft Aqua Source License 1.1) and remain the proprietary property of their respective owners or licensors. Your rights in respect of any Protocol code are governed exclusively by the license terms published for that code, and nothing in these Terms grants you any right or license in any Protocol code.

## **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; (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; (e) any misrepresentation by you regarding your eligibility, jurisdiction, location, accreditation status, identity, authority, or legal ability to access or use the Products or any feature thereof; and (f) any claim, investigation, inquiry, proceeding, enforcement action, fine, penalty, request, or other action by any governmental, regulatory, law enforcement, tax, or other public authority arising from or relating to your access to or use of the Products, your violation or alleged violation of applicable law, your misrepresentation of eligibility or jurisdiction, or the nature, characterization, or classification of any activity you conduct through the Products, whether such claim or action is directed at you, at any 1inch Party, or at both. 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; (g) defamatory, offensive, unlawful, or illegal conduct of any third party; (h) execution, performance, non-performance, delay, failure, or outcome of any transaction, order, intent, swap, route, or other interaction conducted through the Products; (i) any action or inaction by any

counterparty, market maker, liquidity provider, resolver, protocol, blockchain network, validator, node operator, bridge, oracle, wallet provider, infrastructure provider, or other third-party participant; (j) the unavailability, restriction, suspension, or discontinuation of any Product, feature, functionality, tool, service, or digital asset in any jurisdiction; (k) your own errors, omissions, misconfigurations, or misunderstandings in using the Products, including incorrect parameters, wrong token selections, mistaken wallet interactions, failure to verify transaction details, or misunderstanding of product mechanics; (l) any change in applicable law, regulation, regulatory guidance, regulatory interpretation, or enforcement action in any jurisdiction that affects the Products, any feature thereof, or any digital asset, including any reclassification, restriction, prohibition, seizure, blocking, or other regulatory action; (m) any failure, outage, congestion, degradation, fork, reorganization, exploit, or other issue affecting any blockchain network, node infrastructure, remote procedure call provider, bridge, oracle, wallet, protocol, smart contract, or other third-party infrastructure upon which the Products depend or with which the Products interact; (n) Gas Fees, network fees, transaction costs, service fees, or other expenses incurred in connection with any transaction or interaction conducted through the Products, whether or not such transaction or interaction completes successfully; (o) the behavior, design, mechanics, or programmatic features of any digital asset's smart contract, including fee-on-transfer mechanisms, rebasing, pausing, blacklisting, freezing, minting, burning, upgradeability, transfer restrictions, or other embedded features that may affect the expected outcome of a transaction; or (p) any regulatory investigation, inquiry, enforcement action, fine, penalty, legal proceeding, request, or other action brought against you or against any 1inch Party by any governmental, regulatory, law enforcement, tax, or other public authority in connection with your use of the Products or any activity you conduct through the Products.

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, subsidiaries, or service providers 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 directly to us, if any, in exchange for access to and use of the Products during the twelve (12) months immediately preceding the event giving rise to the claim; or (ii) USD 100.00. This limitation of liability applies regardless of whether the alleged liability is based on contract, tort, negligence, strict liability, statute, equity, or any other basis, and even if we have been advised of the possibility of such liability.

To the fullest extent permitted by applicable law, you hereby waive, release, and discharge the 1inch Parties from any and all claims, demands, causes of action, damages, losses, liabilities, costs, and expenses, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or relating to your access to or use of the Products, any Third-Party Services, any blockchain network, any digital asset, any transaction or interaction conducted through the Products, or any risk disclosed in these Terms. You acknowledge and agree that this release is intended to be broad and comprehensive and applies even if you later discover facts different from, or in addition to, those that you knew or believed to be true at the time of using the Products.

If you are a resident of, or your claim is otherwise governed by the laws of, the State of California or any other jurisdiction with a comparable statute or doctrine, you expressly waive the protections of California Civil Code Section 1542, which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR

HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY,” together with any comparable provision of applicable law.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of warranties, liabilities, damages, or remedies. Nothing in these Terms excludes or limits any liability, warranty, right, or remedy to the extent that it cannot be excluded or limited under applicable law. To the fullest extent permitted by applicable law, all disclaimers, limitations of liability, exclusions of damages, releases, and waivers set forth in these Terms shall apply

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

*TL;DR: our relationship is governed by the laws of the British Virgin Islands. Disputes are resolved by binding arbitration under LCIA Rules, not in court (unless you validly opt out of arbitration within 30 days, as described below), and you waive any right to participate in a class action.*

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.

**Dispute Resolution by Binding Arbitration.** If you have any dispute or claim arising out of or relating in any way to the Products or these Terms (a "Dispute"), you must first send an email to [info@1inch.com](mailto:info@1inch.com) describing the Dispute and providing all relevant information, and you and 1inch shall attempt to resolve the Dispute through informal, good faith negotiation for a period of sixty (60) days from the date of receipt of such email. If the Dispute is not resolved within such a sixty (60) day period, then the Dispute shall be finally and exclusively settled by binding arbitration administered by the London Court of International Arbitration ("LCIA") under the LCIA Arbitration Rules in effect at the time of filing. The arbitration shall be conducted by a single arbitrator appointed in accordance with the LCIA Rules. The seat of arbitration shall be the British Virgin Islands. The language of the arbitration shall be English. The arbitrator shall have the authority to award any remedy available under applicable law, subject to the limitations set forth in these Terms. The arbitration proceedings and any award shall be kept confidential. Judgment on any arbitral award may be entered in any court of competent jurisdiction.

**Small Claims; Injunctive Relief.** Notwithstanding the foregoing, either you or 1inch may (a) elect to have any individual Dispute that qualifies resolved in a small claims court of competent jurisdiction, provided that the Dispute remains in that court and proceeds only on an individual (non-class, non-representative) basis; and (b) seek injunctive or other equitable relief in any court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of intellectual property rights (including rights under any applicable open-source or source-available license) or unauthorized access to or interference with the Products.

**Authority of the Arbitrator.** The arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this arbitration agreement, including any claim that all or any part of it is void or voidable; provided, however, that the enforceability of the Class Action and Jury Trial Waiver below shall be determined by a court of competent jurisdiction.

**Batch Arbitration.** To increase the efficiency of administration and resolution, in the event that twenty-five (25) or more similar demands for arbitration are asserted against 1inch by the same or coordinated counsel or are otherwise reasonably determined to be coordinated, you and 1inch agree that the LCIA or the appointed arbitrator(s) may administer such Disputes in batches of up to fifty (50) demands per batch,

with a single arbitrator appointed per batch, a single set of administrative and filing fees per batch, and a single consolidated set of proceedings per batch. You agree to cooperate in good faith to implement this batching approach. This provision does not authorize, and shall not be construed as authorizing, class or collective arbitration of any kind.

**Arbitration Opt-Out.** You have the right to opt out of this agreement to arbitrate by sending written notice of your decision to [info@1inch.com](mailto:info@1inch.com) within thirty (30) days of the date you first access or use the Products or, if you first accessed the Products under a version of these Terms that did not include this opt-out right, within thirty (30) days of the effective date of these Terms. Your notice must include your name, each wallet address you use in connection with the Products (if any), and a clear statement that you wish to opt out of arbitration. If you validly opt out, neither you nor 1inch will be required to arbitrate Disputes, and any Dispute will instead be subject to the Fallback Jurisdiction provision below; all other provisions of these Terms, including the Class Action and Jury Trial Waiver to the fullest extent permitted by applicable law, will continue to apply.

**Class Action and Jury Trial Waiver.** You and 1inch agree that any Dispute shall be resolved solely on an individual basis and not as a class action, collective action, consolidated action, private attorney general action, or any other representative proceeding. You and 1inch expressly waive any right to file or participate in a class action, to seek relief on a class basis, or to consolidate any Dispute with any other person's claims. If a court or arbitrator determines that this class action waiver is unenforceable as to a particular claim or request for relief, then that claim or request for relief shall be severed and resolved in a court of competent jurisdiction, and the remaining claims shall proceed in arbitration on an individual basis. To the extent permitted by law, you and 1inch waive any right to a jury trial.

**Time Limitation on Claims.** Any Dispute must be filed within twelve (12) months after the date on which the claim arose or accrued. If a Dispute is not filed within such twelve (12) month period, it shall be permanently barred, and you hereby waive any applicable statute of limitations to the contrary.

**Fallback Jurisdiction.** To the extent that any Dispute is not subject to arbitration under this section, or if a court determines that this arbitration provision is unenforceable, you irrevocably submit to the exclusive jurisdiction of the courts of the British Virgin Islands for the purpose of any such Dispute and irrevocably waive any objection to venue in the British Virgin Islands.

## **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](https://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](https://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 or source-available 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.

*Waiver.* No failure or delay by 1inch in exercising any right, power, or remedy under these Terms shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. No waiver of any provision of these Terms shall be effective unless made in writing and signed by 1inch.

*Assignment.* You may not assign or transfer these Terms, or any rights or obligations hereunder, without 1inch’s prior written consent, and any attempted assignment or transfer in violation of this provision shall be null and void. 1inch may freely assign or transfer these Terms, or any rights or obligations hereunder, without restriction. Subject to the foregoing, these Terms shall bind and inure to the benefit of the parties, their successors, and permitted assigns.

*Force Majeure.* Neither party shall be liable for any failure or delay in performing any obligation under these Terms where such failure or delay results from events beyond the reasonable control of the affected party, including natural disasters, war, terrorism, riots, pandemic, epidemic, government action or regulation, network failures, blockchain network congestion or outages, protocol failures, cyberattacks, power failures, telecommunications failures, or failures, outages, or degradation of third-party infrastructure.

*Notice.* 1inch may provide any notice under these Terms by posting a notice on the Products, by sending an email to any email address associated with your use of the Products, or through any other commercially reasonable means. Any such notice shall be effective upon posting or sending, as applicable. For notices to 1inch, you may write to: [info@1inch.com](mailto:info@1inch.com).

*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. Without limiting the foregoing, the following sections shall survive termination: Disclaimers, Indemnification, Limitation of Liability, Intellectual Property Rights, Governing Law & Jurisdiction, and any other provisions which by their nature should survive.

*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.