

# COMMERCIAL API TERMS OF USE

Last Updated: 18.04.2024

These Commercial API Services Terms of Use (the “**Terms**”) contain the terms and conditions that govern your access to and use of the 1inch Commercial APIs and the Services through 1inch DevPortal, including within your Application. These Terms constitute an agreement between 1inch Limited and you or the entity you represent.

These Terms take effect when you click an “I Accept” or an equivalent button or checkbox presented with these Terms or, if earlier, when you use any of the 1inch Commercial API Endpoints or the Services (the “**Effective Date**”).

You represent and warrant that you have the authority to accept these Terms on behalf of yourself, a company, and/or other entity, as applicable.

We may change, amend or terminate these Terms at any time, subject to the limitations of Section 6.2 (Changes in Fees). Your use of the Services after any change or amendment means you agree to the new Terms. If you do not agree to the new Terms or if we terminate these Terms, you must stop using the Services, as set forth in Section 12.

**Intended Use.** These Terms are intended to form an agreement with the Customers who are currently at the start-up stage of their business and Customer’s Application development. Through these Terms both 1inch and the Customer receive the opportunity to set up an early partnership that should further evolve into a progressive and beneficial cooperation. Hence, these Terms are intended solely for the Customers with the monthly Customer Request Turnover Volume of less than 10 (ten) million USD, as per Section 11.2. If your expected Customer Request Turnover Volume is higher by default due to the stage of development of your business, or our previous cooperation, 1inch will enter into a separate agreement with you or convert your package to the Custom Pricing Model, as per Sections 6.4 and 11.3 of these Terms.

## 1. DEFINITIONS

**1inch** (also “we”, “us”, “our”): 1inch Limited, registered at: c/o Walkers Corporate (BVI) Limited, 171 Main Street, PO Box 92, Road Town, Tortola VG1110, British Virgin Islands

**Customer** (also “you”, “your”): you or the entity you represent who has registered with or created an account on 1inch DevPortal and/or uses 1inch Commercial APIs.

1inch and Customer may be collectively referred to as the “**Parties**” and severally as the “**Party**” in these Terms.

**1inch DevPortal:** 1inch Developer Portal accessible at [portal.1inch.dev](https://portal.1inch.dev).

**Customer’s Application:** a software application, website, tool, service, or product Customer creates or offers their End-Users, that grants the End-Users access to 1inch Commercial APIs and Services.

**Endpoint(s):** a designated endpoint(s) for one or several of the 1inch Commercial APIs issued by 1inch for the Customer’s use under these Terms.

**Documentation:** API keys and any other logins, credentials, tokens and documentation to use and access the Services.

**End-Users:** natural persons or legal entities, including the beneficial owners, affiliated persons and related persons of such natural persons or legal entities (including such natural persons’ or legal entities’

digital asset or virtual currency wallets) that will be granted access to 1inch Commercial APIs through the Customer's Application.

**Services:** 1inch Services offered to the Customer hereunder, as defined in Section 3 below.

## 2. 1INCH COMMERCIAL API

2.1. 1inch Commercial APIs (each referred to as "**1inch Commercial API**", or "**API**") mean application programming interfaces available at 1inch DevPortal for commercial use by the Customer under these Terms, any object code, software libraries, software tools, sample source code, published specifications and Documentation, any future, updated or otherwise modified version(s) thereof, including but not limited to (subject to availability):

- (a) 1inch Swap API, granting access to the functionality of Pathfinder, a cutting-edge discovery and routing algorithm.
- (b) 1inch Fusion API, granting access to gasless swap functionality.
- (c) Any other application programming interface, offered by 1inch at 1inch DevPortal for commercial purposes, unless other expressly stated therein.

2.2. For the avoidance of doubts, 1inch Commercial APIs, do not include, and these Terms do not apply to:

- (a) 1inch Public APIs governed by [1inch Developer Portal Terms of Service](#).
- (b) Any application programming interface or software offered at 1inch DevPortal by third-parties, and governed by the terms of such third-parties.

Some of the 1inch Commercial APIs may not be available for commercial use at all times.

## 3. SCOPE

3.1. These Terms govern Customer's access to 1inch Commercial API(s) and the Endpoints that the Customer has expressly subscribed to subject to Section 6 hereof. Customer hereby acknowledges, that subscribing to one of the 1inch Commercial APIs, as set forth in Section 6 hereof does not imply subscription to any other 1inch Commercial API, and the Customer shall have no rights therein. These Terms also incorporate [1inch Developer Portal Privacy Policy](#) and [1inch Developer Portal Terms of Service](#) based at portal.1inch.dev, provided however, that in the event of any sort of conflict these Terms shall prevail.

3.2. **Services.** 1inch shall provide the Customer with access to the Endpoint(s) and respective Documentation, that the Customer has subscribed to, via 1inch DevPortal or any other means at 1inch's discretion and support the 1inch Commercial API(s) and Endpoint(s) as reasonably necessary (collectively, the "**Services**").

1inch may provide Services personally or may engage third parties for the same. In the latter case, 1inch shall be responsible for the performance of the Services by such third parties. The Customer hereby acknowledges that the Services may involve exposure of the Customer, Customer's data and Customer's End-Users to the third-party API companies, integral to the Services.

3.3. **Modifications.** 1inch reserves the right to change the method of access to the Services at any time to ensure the safety and security of its environment. In the event of degradation or instability of 1inch's systems or in an emergency, the Customer acknowledges and agrees that 1inch may, in its sole and absolute discretion, temporarily suspend Customer's access to the Services to comply with any law or government authority and minimize threats to and protect the operational stability and security of the 1inch system.

3.4. **Compatibility.** 1inch reserves the right to change, suspend, or discontinue the 1inch Commercial APIs, Endpoints, 1inch DevPortal tools and Documentation, in whole or in part, at any time, including the availability thereof, without notice to the Customer. 1inch cannot provide a guarantee that future versions of the 1inch Commercial APIs, Endpoints 1inch DevPortal tools and Documentation will be backwards compatible, and it is the Customer's responsibility to check the Documentation regularly to ensure proper configuration and usage. The Customer acknowledges that an update, modification, or termination of the 1inch Commercial APIs, Endpoints, 1inch DevPortal tools and Documentation may adversely affect how the Customer's Application accesses or communicates with the Services. Customer's continued use of the updated Services, 1inch Commercial APIs, Endpoints, 1inch DevPortal tools and Documentation will constitute Customer's binding acceptance of such modifications.

3.5. **Non-Exclusivity.** The Services of 1inch under these Terms are to be deemed non-exclusive during the validity of these Terms, and 1inch, its affiliates or beneficiaries, shall have the right to render any similar services to any third party.

## 4. IP RIGHTS

4.1. **1inch Intellectual Property.** To provide the Services 1inch hereby grants the Customer a limited, non-exclusive, royalty-free and non-transferable right to access and use the Endpoint(s) in the Territory for the term hereof and solely for the limited purpose of receiving the Services as set forth herein. "Territory" shall mean the world except for Prohibited Localities as defined in Section 5.1. (k) hereof.

1inch or its licensors own and retain all proprietary rights, including all patent, copyright, trade secret, trademark and other intellectual property rights, in the Services, 1inch Commercial APIs, Endpoints and any corrections, bug fixes, enhancements, updates, improvements, or modifications thereto ("**1inch Intellectual Property**"). 1inch shall have the exclusive right to apply for or register any patents, mask work rights, copyrights, and such other proprietary protections with respect thereto.

1inch shall have a perpetual, non-exclusive, royalty-free, world-wide license to incorporate into 1inch Intellectual Property or otherwise use any suggestions, enhancement requests, recommendations or other feedback it receives from the Customer ("**Suggestions**"). The Customer agrees that 1inch has no obligation to the Customer in connection with any Suggestions it submits to 1inch, and that 1inch is free to use any Suggestions without any attribution or compensation to the Customer.

The rights granted under these Terms are personal to the Customer alone. All rights not expressly granted are reserved by 1inch and, except as expressly set forth herein, no right or license is granted by 1inch under these Terms directly, by implication, estoppel or otherwise, under any patent, copyright, trade secret or trademark or other intellectual property rights of 1inch.

The use of the rights granted hereunder shall be limited to the access of the Customer's End-Users, and does not include or permit reselling, transferring, sublicensing or by any other means providing access to the Services for third parties, in an attempt to circumvent the requirement for such third parties to enter into their own terms or agreements with 1inch for the Services.

The Customer agrees not to assert any patent rights related to the 1inch Intellectual Property or applications developed using it against 1inch, 1inch's distributors, 1inch users, or other licensees of the 1inch Intellectual Property for making, using, selling, offering for sale, or importing any products or technology developed using the 1inch Intellectual Property.

4.2. **Open Source Software.** The Services or 1inch Commercial APIs may include or partly rely on open source software ("**Open Source Software**"), and such software is made available to the Customer under the terms of the applicable licenses. Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of Sections 4 or 9.2. Instead, each

item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software.

4.3. **Customer's Intellectual Property.** The Customer retains all proprietary rights, including all patent, copyright, trade secret, trademark and other intellectual property rights developed or obtained from third parties by the Customer (including Customer's Application that integrate the Endpoint) prior to or independent of the 1inch Commercial API(s) or the Endpoint(s), and any corrections, bug fixes, enhancements, updates, improvements, or modifications thereto and 1inch hereby irrevocably transfers, conveys and assigns to the Customer all of its right, title, and interest therein.

4.4. **Logo Placement.** The Parties hereby agree that for the purposes of the display of their cooperation, Customer may place the logo, provided by 1inch ("**1inch Logo**"), on: (1) the Customer's main website, and (2) the website, webpage, or Customer's Application where the Services are accessible to the Customer's End-users. 1inch shall provide the Customer with 1inch Logo and respective use guidelines upon the Customer's request. Notwithstanding Section 2.1. hereof, 1inch hereby grants the Customer with a limited, non-exclusive, royalty-free, world-wide, non-sublicensable and non-transferable license to 1inch Logo for the term of these Terms and solely for the limited use of complying with this Section 4.4. The Customer shall not use 1inch Logo for any other purposes, in any form or manner other than as described herein or as explicitly agreed by the Parties in writing. Nothing herein shall be deemed to authorize either Party to use the other Party's trademarks or trade names in such Party's advertising, marketing, promotional, sales or related materials.

4.5. **Public Statements.** The Customer shall not make any statement regarding their use of the Services which suggests partnership with, sponsorship by, or endorsement by 1inch without 1inch's prior written approval. The Customer hereby warrants that any public communication regarding the Services on the Customer's Application or other public resources, shall represent 1inch in accordance with these Terms, including exclusively as a software Services provider. For the avoidance of doubt, the Customer shall not directly or indirectly imply that 1inch is associated with the Customer's user interface, responsible for the End-User relations or support; or is liable for the foregoing. 1inch reserves the right to review any such public communication and require the Customer to adjust the language in accordance with this Section 4.5. The breach of this warranty shall constitute a material breach of the Terms.

## 5. OBLIGATIONS OF THE CUSTOMER

5.1. The Customer hereby covenants to:

- (a) Avoid deceptive, misleading or unethical practices that are, or might be, detrimental to 1inch;
- (b) Make no false or misleading representations with regard to 1inch;
- (c) Not publish, employ, or cooperate in the publication or employment of any misleading or deceptive advertising material with regard to 1inch;
- (d) Not disassemble, decompile, or reverse engineer the software components of the Services or any 1inch Intellectual Property that it may obtain access to;
- (e) Not interfere with or disrupt the integrity or performance of the Service;
- (f) Not attempt to gain unauthorized access to the Services or their related systems, networks or software;
- (g) Not remove, alter, or obscure any proprietary notices embedded with the Services, including copyright notices;
- (h) Not cause or permit any third party to do any of the foregoing; or interfere in any manner with the enjoyment of the Services of any other user;
- (i) Not provide any competitor of 1inch with access to, or information about, the Services for any purpose;
- (j) Regularly, diligently, and at their sole cost conduct know your customer, know your business and anti-money laundering compliance checks (including sanctions checks), screening and monitoring

of the Customer's End-Users as required by anti-money laundering laws or regulations applicable to the Customer, if applicable;

- (k) Regularly, diligently, and at its sole cost ensure Customer's End-Users are neither located, organized or resident in, nor obtain funds from or through, a country, region or territory that is the subject or target of British Virgin Islands, Cayman Islands, UK or US sanctions or designated to be high risk or non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force on Money Laundering, including, without limitation: Myanmar (Burma), Cote D'Ivoire (Ivory Coast), Democratic Republic of Congo, Cuba, the Crimea Region of Ukraine, the so-called Donetsk People's Republic, Iran, Iraq, Libya, the so-called Luhansk People's Republic, Democratic People's Republic of Korea (North Korea), Mali, Nicaragua, Somalia, Sudan, Syria, Yemen, Zimbabwe, or any other state, country or region that is subject to comprehensive economic Sanctions (as defined below) at the time of and during the validity hereof (each, a "**Prohibited Locality**" or, severally, the "**Prohibited Localities**") (subject to section (j) above);
- (l) Regularly, diligently, and at its sole cost ensure Customer's End-Users are not, nor have been: (i) the subject or target of any economic, financial, human rights, military, trade, travel or other sanctions, embargoes, restrictive measures, export controls or other similar restrictions or prohibitions issued by the United Nations, the BVI, the Cayman Islands, the European Union and its Member States, United States, United Kingdom or any other jurisdiction applicable to the Customer, the Customer's director(s), the Customer's End-Users or 1inch ("Sanctions") or (ii) owned or controlled by any persons identified in (i) or (iii) acting for the benefit of a person subject to Sanctions (subject to section (j) above).

5.2. **Abusive Usage.** 1inch may monitor the Services for the Customers abusing, circumventing, or attempting to abuse or circumvent restrictions or Usage Limits associated with the Services or any applicable Pricing Models. 1inch may take action against the Customer including but not limited to billing for overages, requiring to upgrade the Pricing Model, discontinuing Customer's use of the Services or the Pricing Model, or terminating Customer's access to the Services if it is determined by 1inch in its sole discretion that the Customer or Customer's Application has employed means or permitted to circumvent any restriction or limitation applicable to the Pricing Model or the Services.

5.3. The Customer shall not be entitled to (a) accept any orders, (b) promise any specific terms of Services, (c) commit to providing Services, (d) enter any contracts, or (e) receive any payments, in each case, on behalf of 1inch, for the provision of Services to their clients, users, partners or any other third parties. The Customer shall be fully responsible for keeping potential counterparties duly informed of these limitations.

5.4. The Customer hereby acknowledges that these Terms govern the relationship between the Customer and 1inch exclusively. The relationship between the Customer and the End-Users is governed by the Customer's policies and agreements in the Customer's sole discretion. 1inch has no responsibility or liability whatsoever for or to the End-Users and the Customer shall not make any misrepresentations to their End-Users with regard thereto. The Customer remains responsible to 1inch for any actions of the End-Users who gain access to the Services through the Customer or Customer's Application.

5.5. **Compliance Procedure.** The Customer hereby represents that prior to or promptly after the execution of these Terms it will or may be subject to KYC/KYB and AML internal compliance screening ("**Compliance Procedure**") which constitutes a prerequisite of access to the Services. Compliance Procedure shall be conducted subject to 1inch internal KYC/KYB and AML policies by 1inch or by a third party indicated by 1inch. The Customer hereby acknowledges that (i) prior to the completion of the Compliance Procedure, or (ii) in case of the failure to complete Compliance Procedure, 1inch reserves the right to refuse the Customer access to the Services. Besides, the Customer shall be subject to the primary and regular ongoing AML compliance screening, failure to pass which, at all times, will lead to the refusal of access of the Customer to the Services.

5.6. The Customer declares that it is currently not and shall not be a party to any other agreement which contains provisions that may cause a breach of or prevent the performance of any obligation under

these Terms. The Customer undertakes to at all times act in good faith and warrants to provide reasonable notice of any significant changes in circumstances which may materially impact these Terms.

## 6. FEES & PAYMENT

6.1. **Fees.** The fees for the Services shall be based on the pricing models as presented to the Customer when the Customer subscribes to use or access a specific Endpoint or the Services or as displayed on 1inch DevPortal, and recorded on the Customer's dashboard, account of equivalent on 1inch DevPortal, or otherwise agreed by the Parties in writing ("**Pricing Models**"). Pricing Models also include usage limitations and other payment terms, such as application limits, API Keys Limit, API Calls Limit, RPS Limit and others ("**Usage Limits**"). Any fees, payment terms, Pricing Models and Usage Limits presented to the Customer in the process of using or signing up for the Services and/or displayed on the Customer's dashboard are deemed part of these Terms and are incorporated by reference.

6.2. **Change in Fees.** 1inch may establish new fees or change existing fees or Pricing Models at 1inch's sole discretion ("**Fee Change**"). Such Fee Change shall not affect the fees for the prepaid period under the Pricing Model. prepaid period shall mean the period of Services for which the Customer pays in advance. 1inch shall notify the Customer of any Fee Change by sending a notice or posting the notice on 1inch DevPortal at least 30 (thirty) calendar days before the Fee Change takes effect unless applicable law requires otherwise.

6.3. **Refunds.** The Customer hereby acknowledges that any Fees paid hereunder are not eligible for a refund, unless other expressly stated, or unless the termination of access to the Services has been initiated by 1inch for reasons other than Sections 3.3., 5.2., 5.5., 12.3 or any other breach of these Terms by the Customer. Notwithstanding anything above mentioned, in case of the transition or conversion of the Customer to a different package or Pricing Model or in any other case where the Customer may have a legitimate claim for a refund, as determined by 1inch, the only refund method available shall be the Customer receiving a credit in the amount of refund to be used as the payment for the Services.

6.4. **Custom Pricing Model.** Whenever the Customer reaches or exceeds the Customer's Request Turnover Volume of 10 (ten) million USD in 1 (one) month, 1inch shall, at its sole discretion, convert the Customer's subscribed Pricing Model to a custom parameters and Usage Limits package ("**Custom Pricing Model**").

The Customer shall be converted to the following Custom Pricing Model:

- (a) The Customer shall pay 1inch the following fee for the Services ("**Service Fee**"): (a) 50% of the Customer's Revenue; or (b) 0,2% of the Customer's Request Turnover Volume, whichever is higher.
- (b) "**Customer's Revenue**" shall mean the total amount of income generated by the Customer's use of the Services, which is calculated as the total amount of Customer's Fees received and charged by the Customer from the Customer's Request Turnover Volume, as defined below. When using the Services under this Custom Pricing Model, the Customer retains the discretion to charge or refrain from charging from their End-Users any fee for their access to the Services through the Customer's Application ("**Customer's Fee**").
- (c) "**Customer's Request Turnover Volume**" is the value computed of the cryptocurrency token(s) that are Swapped as the result of the Network Requests initiated by the Customer or its End-Users to the Services (including the "amount" quantity multiplied by the "price" of the token in USD at the moment of the Network Request), for which such Network Requests receive a successful response (including a response with a status code of "200") from the 1inch Swap API and cryptocurrency token(s) are Swapped.

**“Network Request(s)”** are network requests sent to servers owned or controlled by 1inch to generate data for the Customer’s or its End-Users use in initiating a Swap with any distributed ledger processing (including a network request to a “/swap” endpoint on the 1inch Swap API but not to a “/quote” endpoint).

**“Swap”** is the exchange of one cryptocurrency token for another cryptocurrency token.

6.5. **Payment Term.** The charging of the Fees shall commence immediately upon the Customer entering into these Terms.

6.6. **Billing.** 1inch may use a third-party payment processor to bill the Customer. The processing of payments through a payment processor will be subject to the terms, conditions and privacy policies of the payment processor and may involve additional charges or commissions, depending on the Customer’s payment method, financial institution, credit card issuer or other. 1inch reserves the right to correct any errors or mistakes that the payment processor makes even if it has already requested or received payment. If 1inch, through the payment processor, does not receive payment from the Customer, the Customer agrees to pay all amounts due upon demand.

Alternatively, 1inch may choose to invoice the Customer directly through the DevPortal or other agreed means of communication. 1inch may issue an invoice for advance payment of the subsequent month’s Fees incurred by the Customer and send it to the Customer during the last 5 (five) calendar days of the previous subscription period. All amounts set forth in the invoice shall be paid by the Customer within 5 (five) working days upon the end of the previous subscription period (“**Payment Due Date**”). In the event the Customer fails to make any payments by the applicable Payment Due Date, the Customer shall be charged a late fee on any amount that is not paid by the applicable Payment Due Date at a rate of 3% per month (or the highest legally chargeable interest rate in the applicable jurisdiction if less than 3%) from the applicable Payment Due Date until paid.

In the event any payment or Fees owed by the Customer becomes overdue, 1inch shall have the right to suspend and disable the Customer’s access to the Services until the overdue amount and accrued interest, where applicable, are paid off.

6.7. **Recurring Billing.** Some of the Services may consist of an initial period, for which there is a one-time charge, followed by recurring periodic or usage charges or a subscription plan with recurring charges, as agreed to by the Customer. By choosing a recurring payment plan, the Customer acknowledges that such Services have an initial and recurring payment feature, and the Customer accepts responsibility for all recurring charges prior to cancellation.

1inch may submit periodic charges without further authorization from the Customer, until the Customer provides prior notice (receipt of which is confirmed by 1inch) that the Customer has terminated such authorization or wishes to change their payment method. Such notice will not affect charges submitted before 1inch reasonably could act.

6.8. **Auto-Renewal.** Some of the Services may be provided on the subscription basis. Unless the Customer has terminated their subscription, any Services the Customer has subscribed to will be automatically extended for successive renewal periods of the same duration as the subscription term originally selected at the then-current rate.

The Customer may change or resign from the Services at any time through the Manage Subscriptions or equivalent page at 1inch DevPortal or by sending a respective email to [cs@1inch.io](mailto:cs@1inch.io). If the Customer terminates their use of the Services, unless otherwise specified, the Customer may use the Services until the end of the then-current prepaid term. The termination of the Services does not entitle the Customer for any refund of any portion of the subscription fee already paid for the prepaid subscription period.

Customer's non-termination or continued use of the Services reaffirms that 1inch is authorized to charge the Customer's payment method for the Services.

6.9. **Swap Surplus.** With regard to 1inch Swap API, the Customer herein acknowledges that whenever a Swap Surplus is generated as the result of a Network Request receiving a successful response from the 1inch Swap API, such Swap Surplus is automatically received by 1inch. The Customer shall notify their End-Users about these terms of Swap Surplus distribution to 1inch on the Customer's website, or in any other way that would be deemed sufficient to ensure the End-User's full exposure to such terms.

6.10. **Customer's Fee.** The Customer reserves the right to charge at its own discretion and on its own behalf any fee from its End-Users for the use of the Services ("**Customer's Fee**"). The Customer hereby warrants that, whenever the Customer's Fee is charged, the Customer shall duly represent to the End-User that the Customer is the initiator and recipient of the Customer's Fee. The breach of this warranty shall constitute a material breach of these Terms.

6.11. Each Party is independently responsible for any costs and taxes that it incurs in connection with its performance under these Terms.

## 7. CONFIDENTIALITY

7.1. The Parties acknowledge that during the course of their cooperation they may share and have access to each other's proprietary and confidential information, including information on without limitation, research and development plans and results, software, databases, technology, inventions, trade secrets, technical information, know-how, plans, specifications, methods of operations, product and service information, product and service availability, pricing information, financial, business and marketing information and plans, and the identity of customers and clients. This confidential information collectively with the Terms constitute "**Confidential Information**".

7.2. The Parties may use Confidential Information only to the extent necessary to exercise their rights under these Terms, subject to the following exceptions: (a) the Parties may disclose Confidential Information as required by any governmental agency or by process of law in accordance with Section 5.5; (b) a Party may disclose facts regarding the Terms to their attorney or accountant ("**Representative**") so long as any Representative is informed of the confidentiality obligations hereunder before the disclosure of such information and agrees to maintain its confidentiality; and (c) the Parties may disclose Confidential information to the third-parties as necessary to carry out these Terms.

7.3. The Parties agree that they shall not, directly or indirectly, use, permit use of, disclose, discuss, publish, or disseminate in any manner, any Confidential Information of the other (including the terms of these Terms), at any time and shall use their best efforts to protect and maintain the confidentiality of the Confidential Information contemplated herein.

7.4. If either Party becomes legally compelled to disclose any Confidential Information, the recipient of the request shall provide the other Party with prompt written notice of such request for disclosure, and will assist the provider of the Confidential Information in seeking a protective order or another appropriate remedy, provided however that, to the extent legally permissible, the recipient of the request gives the other Party at least seventy-two (72) hours' notice prior to such disclosure to allow the Parties a reasonable opportunity to seek a protective order or equivalent.

7.5. This Section 7 shall continue to be effective for 3 (three) years after the termination of these Terms.

## 8. LIABILITIES



8.1. Neither Party shall be liable under any circumstances, except as otherwise specified herein, for special or consequential damages such as, for example, lost profits, losses or other incidental damages, including the liability to pay damages to third parties or loss of information.

6.2. EXCEPT (A) IN THE CASES OF GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT BY 1INCH (B) AS PROVIDED IN SECTION 7.2, 1INCH WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE USE OR THE INABILITY TO USE THE SERVICES AND THEIR USE OR THE INABILITY TO USE WITH ANY THIRD PARTY SOFTWARE, THEIR CONTENT OR FUNCTIONALITY, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF BUSINESS PROFITS OR REVENUE; BUSINESS INTERRUPTION OR WORK STOPPAGE; COMPUTER FAILURE OR MALFUNCTION; LOSS OF BUSINESS INFORMATION, DATA OR DATA USE; LOSS OF GOODWILL; DAMAGES CAUSED BY OR RELATED TO ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, FAILURE TO CONNECT, NETWORK CHARGES, AND ALL OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES EVEN IF 1INCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO THE CUSTOMER. EXCEPT (A) IN THE CASES OF GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT BY 1INCH (B) AS PROVIDED IN SECTION 7.2, 1INCH'S TOTAL LIABILITY TO THE CUSTOMER FOR ALL LOSSES, DAMAGES, CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO THOSE BASED ON CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF THE CUSTOMER'S USE OF THE SERVICES AND/OR IP ON THIS TECHNOLOGY PLATFORM, OR ANY OTHER PROVISION OF THESE TERMS, SHALL NOT EXCEED THE FEES PAID BY THE CUSTOMER TO 1INCH UNDER THESE TERMS DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

## 9. INDEMNITY

9.1. Notwithstanding anything aforementioned, the Customer agrees to indemnify and hold harmless 1inch and its subsidiaries, affiliates, officers, agents, co-branders, customers, suppliers or other partners, and employees, from any loss, claim or demand, including reasonable attorneys' fees (each a "**Claim**"), made by any third party due to or arising out of the Customer's use or misuse of the Services, the Customer's connection to the Services, or the Customer's violation of these Terms or applicable law, rule, or regulation.

9.2. 1inch agrees to indemnify and hold harmless Customer from any Claim made by any third party that the Services, or any use of the Services in accordance with these Terms, infringes or misappropriates such third party's intellectual property rights, provided that the Customer promptly notifies 1inch in writing of the claim, cooperates with 1inch, and allows 1inch sole authority to control the defense and settlement of such claim. 1inch will have no liability for any infringement or misappropriation Claim of any kind to the extent that it results from: (a) modifications to the Services made by a party other than 1inch; (b) the combination, operation or use of the Services with equipment, devices, software, service or data not supplied by 1inch, if a Claim would not have occurred but for such combination, operation or use; or (c) Customer's failure to use an updated or modified version of the Services if provided by 1inch to avoid a Claim; (d) gross negligence, willful misconduct, breach of confidentiality obligations, or fraud of the Customer or its subsidiaries, affiliates, officers, agents, or employees. Should any use of the Services be enjoined, or if 1inch believe that the Services may be subject to an infringement Claim, then 1inch may, at its sole option: (a) procure the right to use the Services as provided herein; (b) replace the Services with other non-infringing Services with substantially equivalent functionality; (c) suitably modify the Services so that they do not infringe; or (d) if 1inch determines that none of the foregoing is feasible, terminate these Terms. The provisions of this Section set forth 1inch's sole and exclusive obligations, and Customer's sole

and exclusive remedies, with respect to infringement or misappropriation of intellectual property rights of any kind arising from or relating to the Services.

## **10. DISCLAIMER OF WARRANTY**

10.1. UNLESS SEPARATELY STATED IN A WRITTEN EXPRESS LIMITED WARRANTY, ALL SERVICES PROVIDED BY 1INCH ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND FROM 1INCH, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT POSSIBLE PURSUANT TO APPLICABLE LAW, 1INCH DISCLAIMS ALL WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY OR WORKMANSHIP LIKE EFFORT, FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY OR AVAILABILITY, ACCURACY, LACK OF VIRUSES, QUIET ENJOYMENT, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS OR OTHER VIOLATIONS OF RIGHTS. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OR LIMITATIONS OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO THE CUSTOMER. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY THE CUSTOMER FROM 1INCH OR ITS AFFILIATES SHALL BE DEEMED TO ALTER THIS DISCLAIMER BY 1INCH OF WARRANTY REGARDING THE SERVICES OR THE TERMS, OR TO CREATE ANY WARRANTY OF ANY SORT FROM 1INCH.

## **11. REPRESENTATIONS & WARRANTIES**

11.1. Each Party hereby makes the following representations, warranties and covenants to the other Party, which representations, warranties and covenants shall continue during the effectiveness of these Terms:

- (a) Where such Party is a corporate person, such Party is duly organized, validly existing, and in good standing under the Laws of the jurisdiction of their organization and has all requisite power and authority to carry on their business (or if not conducting a business, its operations) as now conducted. Such Party is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify would have a material adverse effect on their business or properties;
- (b) Such Party has the power to execute and deliver these Terms, to enter into the Terms contemplated hereby and to perform their obligations hereunder;
- (c) Such Party has taken all necessary action to authorize such execution, delivery and performance of these Terms; and these Terms constitutes a legal, valid, and binding obligation enforceable against such Party in accordance with their terms;
- (d) Neither the authorization, execution and delivery of these Terms shall constitute or result in a material default or violation of any applicable laws to such Party, any term or provision of such Party's constitutive documents, or any Terms or instrument by which such Party is bound or to which their properties or assets are subject;
- (e) Such Party has not relied on the other Party for any tax or accounting advice concerning these Terms, and such Party has made their own determination as to the tax and accounting treatment of any funds received or provided hereunder;
- (f) Such Party is acting for their own account, and not as a nominee or agent for any other person;
- (g) Such Party is a sophisticated party and fully familiar with the inherent risks involved in these Terms, including, without limitation, risk of new financial regulatory requirements, potential loss of money and risks due to volatility of the price of digital currency, and such Party voluntarily takes full responsibility for any risk to that effect;

- (h) Such Party is not insolvent and/or is not subject to any bankruptcy or insolvency proceedings under any applicable laws;
- (i) No proceedings are pending or, to such Party's knowledge, threatened, which could reasonably be anticipated to have any adverse effect on the transactions contemplated by these Terms or the accuracy of the representations and warranties hereunder or thereunder;
- (j) No consent, approval or authorization of or registration, qualification, designation, declaration or filing with any governmental authority or other third person on the part of such Party is required in connection with the valid execution and delivery of these Terms, or the performance of these Terms;
- (k) Such Party shall conduct all activity under these Terms in compliance with all applicable laws;
- (l) Such Party, any of its subsidiaries, any of such Party's or its subsidiaries' directors, officers, employees, controlling persons, or, to the knowledge of such Party, agents or affiliates (i) is not currently the subject or target of any sanctions or export controls administered or enforced by the British Virgin Islands, Cayman Islands, the United Kingdom or the United States (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury (OFAC), the U.S. Department of Commerce or the U.S. Department of State and including, without limitation, the designation as a "specially designated national" or "blocked person") or is acting for the benefit of such person; (ii) is neither located, organized or resident in, nor obtains funds from or through, a country, region or territory that is the subject or the target of the British Virgin Islands, Cayman Islands, the United Kingdom or the United States comprehensive sanctions or designated to be non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force on Money Laundering, including, without limitation, the Prohibited Localities; (iii) is not owned by, controlled by, under common control with, or acting on behalf of any person that is the target of Sanctions (iv) is not a foreign shell bank and is not acting on behalf of a foreign shell bank under applicable anti-money laundering laws and regulations; (v) will not enter into these Terms or consummate the transaction if it contravenes Sanctions or applicable anti-money laundering laws or regulations; and (vi) will promptly provide to the other Party or any regulatory or law enforcement authority such information or documentation as may be required to comply with Sanctions or applicable anti-money laundering laws or regulations.

11.2. The Customer hereby represents that at the moment of acceptance of these Terms, (a) the Customer Request Turnover Volume is expected to be less than 10 (ten) million USD in 1 (one) month, as assessed by the Customer in good faith, considering the current business metrics of the Customer's Application; or (b) the Customer Request Turnover Volume has never reached or exceeded 10 (ten) million USD in 1 (one) month during any previous use of the Commercial APIs, Endpoints of the Services by the Customer under any agreement or other arrangement with 1inch whatsoever.

11.3. The Customer shall (a) notify 1inch when the Customer's Request Turnover Volume reaches or exceeds 10 (ten) million USD in 1 (one) month and (b) the Customer's subscribed Pricing Model shall automatically convert to a Custom Pricing Model, pursuant to Section 6.4 hereof. Failure of the Customer to do so, may result in immediate termination of these Terms or restriction of the Usage Limits for the Customer.

## **12. TERM & TERMINATION**

12.1. These Terms shall commence as of their Effective Date and are valid until termination.

12.2. Notwithstanding anything stated herein, 1inch may suspend or terminate these Terms, any rights granted herein, and/or license to the 1inch Commercial APIs, in 1inch's sole discretion at any time, for any reason by giving a 30 (thirty) day notice to the Customer.

12.3. The Customer may terminate these Terms at any time by ceasing their access to the Endpoint(s) and Services and/or canceling the subscription through the Manage Subscriptions or equivalent page at 1inch DevPortal or by sending a respective email to [cs@1inch.io](mailto:cs@1inch.io), subject to Section 6 hereof. The termination of the Terms by the Customer does not entitle the Customer for any refund of any portion of the subscription fee already paid for the prepaid subscription period.

12.4. Notwithstanding Section 12.2, 1inch may immediately terminate these Terms upon the material breach of these Terms by the Customer.

12.5. Upon expiration or termination of these Terms for any reason (a) all licenses and rights granted to Customer under these Terms will also terminate; (b) the Customer shall promptly pay to 1inch all amounts due.

12.6. Any terms that by their nature are intended to continue beyond the termination or expiration of these Terms will survive termination, including this Section 12.6 and Sections 4, 5, 7, 8, 9, 10, 11, 12.5, 13, 14, 15.

### 13. FORCE MAJEURE

13.1. Neither Party shall be liable for damages, delay or default in performing their obligations hereunder if such delay or default is caused by conditions beyond their control including, but not limited to Acts of God, government restrictions, wars, third-party suppliers, and subcontractor's failures (e.g. electricity shut down), from insurrections, burglary and/or any other cause beyond the reasonable control of the Party. The affected Party shall inform the other Party in writing about the conditions and their influence as soon as reasonably possible. Should the non-performance of the obligations hereunder due to the respective conditions persist for more than 15 (fifteen) calendar days, either Party shall have the right to terminate the Terms.

### 14. GOVERNING LAW & ARBITRATION

IMPORTANT NOTE REGARDING ARBITRATION: WHEN YOU AGREE TO THESE TERMS BY USING OR ACCESSING THE INTERFACE, YOU ARE AGREEING TO RESOLVE ANY DISPUTE BETWEEN YOU AND 1INCH THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. AND YOU AGREE TO A CLASS ACTION WAIVER, BOTH OF WHICH IMPACT YOUR RIGHTS AS TO HOW DISPUTES ARE RESOLVED.

14.1. **Choice of Law.** These Terms are governed by and will be construed under the laws of British Virgin Islands, without regard to principles of conflict of laws, govern the Terms and any Dispute between the Parties. Any Dispute under these Terms shall be finally settled by binding Arbitration (as defined below).

14.2. **Arbitration.** The User and 1inch shall cooperate in good faith to resolve any Dispute, controversy or claim arising out of, relating to or in connection with these Terms, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof (a "**Dispute**").

Any unresolved Dispute arising out of or in connection with these Terms shall be referred to and finally resolved by arbitration under the rules of the London Court of International Arbitration (LCIA), which rules are deemed to be incorporated by reference into this Section 9 to the extent they are consistent with it. Any Dispute arising from or relating to the subject matter of these Terms shall be finally settled in London,

United Kingdom, in English, in accordance with the LCIA Arbitration Rules. Unless the Parties agree otherwise, the arbitrator may not consolidate Customer's claims with those of any other party.

14.3. **Authority of Arbitrator.** As limited by these Terms and applicable arbitration rules, the arbitrator will have: (a) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute; and (b) the authority to grant any remedy that would otherwise be available in court. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

14.4. **Process.** The Parties agree that each will notify the other, in writing, of any Dispute within thirty (30) days of when it arises so that the parties can attempt, in good faith, to resolve the Dispute informally. Notice to 1inch shall be provided by sending an email to [csm@1inch.io](mailto:csm@1inch.io). The Customer's notice must include (1) Customer's name, postal address, and email address; (2) a description of the nature or basis of the Dispute; and (3) the specific action that the Customer is seeking. If the Parties cannot resolve the Dispute within thirty (30) days of 1inch receiving the notice, either the Customer or 1inch may commence an arbitration proceeding as prescribed herein. The Parties agree that any arbitration or claim must be commenced or filed within one (1) year after the Dispute arose; otherwise, the Parties agree that the claim is permanently barred.

## 15. MISCELLANEOUS

15.1. **Entire Agreement.** These Terms, any other terms and conditions incorporated herein by reference, constitute the entire agreement with respect to the 1inch Commercial APIs and the Services and supersede any prior agreements, oral or written.

15.2. **Assignment.** Neither Party may wholly or partly assign or pledge their rights and/or obligations under these Terms to any third party without the prior written approval of the other Party. These Terms and the rights and obligations established herein shall be binding upon and inure to the benefit of each Party and their heirs, successors in interest, executors, administrators, beneficiaries and permitted assigns.

15.3. **Severability.** If any provisions of these Terms are found invalid or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of such provision in any other jurisdiction or the validity or enforceability of any other provision in that or any other jurisdiction.

15.4. **Survival.** Upon termination of these Terms for any reason, all provisions of these Terms that by their nature are continuing will survive such termination.

15.5. **Notices.** The clarifications and changes as to the Terms, information on the rendered Services, financial/billing and any other issues, as described herein, shall be agreed by the Parties via authorized means of communication, which are deemed to be made in writing, and sent to [csm@1inch.io](mailto:csm@1inch.io).