

1inch Developer Portal Terms of Service

Last updated: July 13, 2023

These 1inch Developer Portal Terms of Service ("**Terms**") constitute a legally binding contract between you and 1inch Limited, a BVI company registered at: c/o Walkers Corporate (BVI) Limited, 171 Main Street, PO Box 92, Road Town, Tortola VG1110, British Virgin Islands ("**1inch**" or "**we**"). These Terms govern your use of 1inch Developer Portal portal.1inch.dev ("**1inch DevPortal**"), 1inch Public API, as defined below, all products and services available via the DevPortal (collectively, the "**Service**").

These Terms also incorporate [1inch Developer Portal Privacy Policy](#), which is incorporated herein by reference. As 1inch DevPortal is accessible via 1inch Network Interface, these Terms also incorporate 1inch Network Interface [Terms of Use](#) and [Privacy Policy](#) that are applicable to your use of 1inch DevPortal.

By accessing, browsing or otherwise using 1inch DevPortal, or by registering and acknowledging agreement to the Terms, you agree that you have read, understood and accepted all the terms set out below or incorporated herein by reference. If you do not agree to be bound by the Terms, please do not proceed with the use of the Service.

1. Definitions

"**Application Programming Interfaces**" or "**API**" or "**Program**" or "**1inch API**" means 1inch Network use technology, based on underlying software, including a Pathfinder algorithm which is an informational service that provides routing information that is used by 1inch Network Aggregation Protocol, (<https://docs.1inch.io/docs/aggregation-protocol/api/legal> and its related services), which may include object code, software libraries, software tools, sample source code, published specifications and Documentation. 1inch API shall include any future, updated or otherwise modified version(s) thereof furnished by 1inch (in its sole discretion) to User.

"**Documentation**" includes, but is not limited to, programmer guides, manuals, materials, legal terms and other information appropriate or necessary for use in connection with 1inch DevPortal.

"**User**", "**you**", or "**your**" means you, provided that you are an individual over the age of 18, or the authorized representative of an entity that will be granted access to the Service.

2. Service

1inch DevPortal provides access to the API and related services and functionalities. Our public API is available free of charge for non-commercial use only, subject to the terms and conditions outlined below ("**1inch Public API**" or "**Public API**"). If you wish to use our API for commercial purposes, you must select a subscription plan.

1inch Public API. The Public API is intended for personal and non-commercial use only, meaning that it cannot be used or directed toward any commercial value or advantage, or to receive any monetary or other compensation by any individual or legal entity.

The Public API usage cannot exceed thirty (30) requests per minute. 1inch reserves the right to change the limit of requests per minute at any time and in any way at its sole discretion without any prior notice or other obligations to you whatsoever.

We reserve the right to monitor your use of the API, including your usage patterns and the number of requests made, to improve the Service and ensure that you comply with these Terms. If we determine, in our sole discretion, that you have exceeded the permitted usage or violated any of the Terms, we may immediately suspend or terminate your access to the API without prior notice.

Support. 1inch has no responsibility for providing you with any support for the Services or the API. Nothing herein shall be construed to require 1inch to provide consultations, support services or updates, upgrades, bug fixes or modifications to the API, unless otherwise defined by a separate 1inch Enterprise API Agreement signed between you and 1inch.

Commercial Use. In order to be able to use the API for commercial purposes or other purposes not explicitly prescribed by these Terms, you must enter into a separate 1inch Enterprise API Agreement via the DevPortal. The execution of such agreement by 1inch is subject to the prior approval of the 1inch.

You hereby expressly agree that you shall not under any circumstances use the API for commercial purposes or other purposes not explicitly prescribed by these Terms prior to executing a separate agreement and receiving the necessary approval as set forth herein. If you need to use the API for purposes that are not covered by these Terms or the 1inch Enterprise API Agreement, please contact us at info@1inch.io.

3. Registration

To access the Service, you are required to create an account by registering and accepting these Terms. By doing so, you agree to provide accurate, current, and complete information. Additionally, you agree to promptly update us with any changes or amendments to your submitted information. We reserve the right to reject your registration at our sole discretion.

You are responsible for maintaining the security and confidentiality of your account credentials. You agree to notify us immediately if you suspect any unauthorized use of your account or password. We reserve the right to terminate your account or restrict access to the Service if we suspect any unauthorized use or breach of security related to your account.

4. Grant of License

1inch hereby grants you a limited, non-exclusive, world-wide, non-transferable, non-sublicensable, royalty-free license to access and use the Services exclusively for the non-commercial purposes. You may not distribute, license (whether or not through multiple tiers), or otherwise transfer 1inch Public API to any third party, nor may you use it for commercial purposes. As defined above, the use of API for commercial purposes is subject to a separate 1inch Enterprise API Agreement.

Unless otherwise is specified in these Terms and/or 1inch Enterprise API Agreement, you shall not, directly or indirectly:

1. Copy the API, unless it is necessary to exercise your rights hereunder;
2. Use the API for commercial purposes, or any other purposes not expressly permitted hereunder;
3. Sublicense, assign or otherwise transfer your rights hereunder. The rights granted under these Terms are personal to you alone and you may not transfer them to any third party. All rights not expressly granted are reserved by 1inch and, except as expressly set forth herein, no 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;
4. Use 1inch`s trademarks or trade names in your advertising, marketing, promotional, sales or related materials;
5. Assert any patent rights related to the API or applications developed using the API against 1inch, 1inch`s distributors, 1inch users, or other Users of the API for making, using, selling, offering for sale, or importing any products or technology developed using the API.

5. Intellectual Property Rights

1inch or its licensors shall own and retain all proprietary rights, including all patent, copyright, trade secret, trademark and other intellectual property rights, in the Services and any corrections, bug fixes, enhancements, updates, improvements, or modifications thereto ("**1inch Intellectual Property**") and you hereby irrevocably transfer, convey and assign to 1inch all of your right, title, and interest therein.

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 you ("**Suggestions**"). You agree that 1inch has no obligation to you in connection with any Suggestions you submit to 1inch, and that 1inch is free to use any Suggestions without any attribution or compensation to you.

You acknowledge that the license granted under these Terms does not provide you with title or ownership, or control over the manner and distribution of the Service, but only a right of limited use under these Terms.

6. Restricted Use

You hereby covenant to:

- avoid deceptive, misleading or unethical practices that are, or might be, detrimental to 1inch;
- make no false or misleading representations with regard to 1inch;
- not publish, employ, or cooperate in the publication any misleading or deceptive advertising material with regard to 1inch;
- not reverse engineer, decompile, modify, disassemble or otherwise alter the API or any part thereof or otherwise reduce the API to human-perceivable form in whole or in part, except and only to the extent that such activity is expressly permitted by these Terms or applicable law;
- not disassemble, decompile, or reverse engineer the software components of the Service or any 1inch Intellectual Property that you may obtain access to; not interfere with or disrupt the integrity or performance of the Service;
- not attempt to gain unauthorized access to the Service or their related systems, networks or software;
- not remove, alter, or obscure any proprietary notices embedded with the Service, including copyright notices; and

- not cause or permit any third party to do any of the foregoing; or interfere in any manner with the enjoyment of the Service of any other user.

7. Representation and Warranties

By registering, you acknowledge, warrant, and agree that:

- you have full right, power, legal capacity and authority to enter into and be bound by these Terms;
- you are not subject to the Sanction Lists and you are not a Restricted Person, as defined in [1inch Network Interface Terms of Use](#);
- you are solely and entirely responsible for compliance with all laws and regulations that may apply to you. 1inch has 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 Service and 1inch is not liable in any respect for any failure by you to comply with any applicable laws or regulations.
- you are solely responsible for any decision to use the API and the Service, including the evaluation of any and all risks related to any order;
- you are acting for your own account, and not as a nominee or agent for any other person;
- you are a sophisticated user and possess the necessary knowledge, skills and experience to consume the Service;
- you are 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 you voluntarily take full responsibility for any risk to that effect.

8. Compliance Procedure

Prior to using any of the Service available through the subscription package, you must complete know your customer (KYC), know your business (KYB), and anti-money laundering (AML) compliance screening (“**Compliance Procedure**”).

The Compliance Procedure shall be conducted by 1inch or a third party indicated by 1inch, subject to 1inch's internal KYC/KYB and AML policies. You may be asked to answer several questions and upload basic identifying documents.

The data is collected to comply with applicable legal and regulatory obligations (e.g. anti-money laundering or sanctions laws/regulations) 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 read [1inch Developer Portal Privacy Policy](#).

You hereby acknowledge 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 your access to the Service. Besides, You 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 your access to the Service.

9. Fees and Payment

1inch provides the 1inch Public API free of charge under these Terms. However, we reserve the right to

charge fees for future use of or access to API. If 1inch decides to charge for access to the API, you do not have any obligation to continue to use such API.

10. Support

1inch has no responsibility for providing you with any support for 1inch DevPortal or API. Nothing herein shall be construed to require 1inch to provide consultations, support services or updates, upgrades, bug fixes or modifications to the API, unless otherwise defined by a separate 1inch Enterprise API Agreement.

1inch reserves the right to change the method of access to the API at any time to ensure the safety and security of 1inch DevPortal environment. In the event of degradation or instability of 1inch's systems or in an emergency, you acknowledge and agree that 1inch may, in its sole and absolute discretion, temporarily suspend your access to the API in order to minimize threats to and protect the operational stability and security of the 1inch system. In addition, 1inch reserves the right to modify 1inch DevPortal, the API and any other services and/or products available via 1inch DevPortal at any time with or without notice.

Notwithstanding anything above mentioned, 1inch reserves the right to suspend or terminate your access to the API and the Service for any reason without any prior notice

11. Confidentiality

We may disclose to you or make available 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 (collectively, "**Confidential Information**").

You agree that you shall not, directly or indirectly, use, permit use of, disclose, discuss, publish, or disseminate in any manner, any Confidential Information at any time and shall use their best efforts to protect and maintain the confidentiality of the Confidential Information contemplated herein.

You shall not disclose any such Confidential Information to any person or entity, except to personnel under your control who need to know the Confidential Information to assist you, or act on your behalf, to exercise your rights or perform its obligations under these Terms. You shall be responsible for any breach caused by any of your personnel.

Your obligations with regard to Confidential Information will not apply to the extent that disclosure of such Confidential Information is required by applicable Law or a valid order issued by a court or governmental agency of competent jurisdiction. In such cases, you must inform us in writing as soon as possible, and you must limit the disclosure of the Confidential Information to only what is necessary to comply with such an order.

12. Limitation of Liability

Under no circumstances shall we or any of our officers, directors, employees, contractors, agents, affiliates, or subsidiaries 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 1inch DevPortal and the Service, nor will we be responsible for any damage, loss, or injury resulting from hacking, tampering, or other unauthorized access to or use of 1inch DevPortal and the Service, or from any access to or use of any information obtained by any unauthorized access to or use of 1inch DevPortal and the Service.

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 1inch DevPortal and the Service; (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 1inch DevPortal and the Service; (e) bugs, viruses, trojan horses, or the like that may be transmitted to or through 1inch DevPortal and the Service; (f) errors or omissions in, or loss or damage incurred as a result of, the use of any content made available through 1inch DevPortal and the Service; and (g) the defamatory, offensive, or illegal conduct of any third party.

Under no circumstances shall we or any of our officers, directors, employees, contractors, agents, affiliates, or subsidiaries be liable to you for any claims, proceedings, liabilities, obligations, damages, losses, or costs in an amount exceeding the greater of (i) the amount you paid to us in exchange for access to and use of 1inch DevPortal and the Service, or (ii) \$100.00. This limitation of liability applies regardless of whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, and even if we have been advised of the possibility of such liability. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of certain liabilities and damages. Accordingly, some of the disclaimers and limitations set forth in these Terms may not apply to you. This limitation of liability shall apply to the fullest extent permitted by law.

13. Indemnification

You agree to hold harmless, release, defend, and indemnify us and our officers, directors, employees, contractors, agents, affiliates, and subsidiaries from and against all claims, damages, obligations, losses, liabilities, costs and expenses arising from (a) your access to and use of 1inch DevPortal and the Service; (b) your violation of these Terms, the right of any third party, or any other applicable law, rule, or regulation; and (c) any other party's access and use of 1inch DevPortal with your assistance or using any device or account that you own or control.

14. Disclaimer of Warranty

You expressly understand and agree that your use of 1inch DevPortal is at your sole risk. We expressly disclaim all representations and warranties, express, implied or statutory with respect to 1inch DevPortal, the Service, and the proprietary or open-source code. We specifically expressly disclaim any representation or warranty, express, implied or statutory, including without limitation, any representations or warranties of title, non-infringement, merchantability, usage, security, suitability or fitness for any particular purpose, or as to the workmanship or technical coding thereof, or the absence of any defects therein, whether latent or patent. We do not represent or warrant that 1inch DevPortal, code and any related information are accurate, complete, reliable, current or error-free.

The Service, including the API, is provided on an "as is" and "as available" basis, without warranties of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose or non-infringement. You acknowledge that no advice, information, or statement that we make should be treated as creating any warranty concerning the Service. We do not endorse,

guarantee, or assume responsibility for any advertisements, offers, or statements made by third parties concerning the Service.

15. Force Majeure

Neither 1inch, nor our partners, affiliates and employees shall be liable for damages, delay or failure to your use of 1inch DevPortal, the Service or in performing our obligations hereunder if such delay or failure is caused by conditions beyond our reasonable control including, but not limited to Acts of God, government restrictions, wars, cyber attacks, third-party suppliers, and subcontractor's failures (e.g. electricity shut down), from insurrections, burglary and/or any other cause beyond our reasonable control.

16. Governing Law and 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.

Choice of Law. These Terms are governed by and will be construed under the laws of the Cayman Islands, without regard to principles of conflict of laws, govern the Terms and any Dispute between you and us. Any Dispute under these Terms shall be finally settled by Binding Arbitration (as defined below).

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 we agree otherwise, the arbitrator may not consolidate your claims with those of any other party.

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.

Process. You and the 1inch 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 info@1inch.io. Your notice must include (1) your name, postal address, and email address; (2) a description of the nature or basis of the Dispute; and (3) the specific action that you are seeking. If you and the 1inch cannot resolve the Dispute within thirty (30) days of 1inch receiving the notice, either you or 1inch may commence an arbitration proceeding as prescribed

herein. You and 1inch agree that any arbitration or claim must be commenced or filed within one (1) year after the Dispute arose; otherwise, you and the 1inch agree that the claim is permanently barred (which means that you will no longer have the right to assert a claim regarding the Dispute).

17. Miscellaneous

Entire Agreement. These Terms, any other terms and conditions incorporated herein by reference, constitute the entire agreement with respect to 1inch DevPortal and supersedes any prior agreements, oral or written.

Assignment. You shall not wholly or partly assign or pledge to assign any interest or rights granted hereunder to any third party without the prior written approval of 1inch. 1inch may freely assign or otherwise transfer any of its rights or delegate any of its obligations under these Terms. These Terms and the rights and obligations established herein shall be binding upon and inure to the benefit of 1inch and its heirs, successors in interest, executors, contractors, beneficiaries and permitted assigns.

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.

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

Changes. 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 1inch DevPortal after the initial posting of the revised Terms and shall apply on a going-forward basis with respect to your use of 1inch DevPortal including any transactions initiated after the posting date. If you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of 1inch DevPortal.