

1inch API Licence Agreement

Updated as of September 16, 2021

IMPORTANT: This 1inch API License Agreement ("Agreement") is a legally binding contract between you, as Licensee ("You" or "Licensee") and 1inch Network and applies to your use of the 1inch API, as defined herein, available through <https://docs.1inch.io/api/> (collectively the "Service"). The Service includes an Application Programming Interface ("1inch API", "API" or "Program"), which is further discussed and defined below. If you do not agree to be bound by the terms and conditions of this Agreement, please do not proceed with the use of our Service or the API. In this Agreement, the terms "you" or "your" mean any person or entity using the Service ("Users"). Unless otherwise stated, the terms "1inch," "we" or "our" will collectively refer to 1inch Network and its representatives. This Agreement becomes effective as of the date you first access, download or use the API ("Effective Date"). This Agreement shall continue until terminated either by us or by you. Even after termination of this Agreement, certain provisions will survive, as discussed herein. This Agreement also incorporates 1inch's Terms of Service (https://1inch.io/assets/1inch_network_terms_of_use.pdf) and Privacy Policy (https://1inch.io/assets/1inch_network_privacy_policy.pdf) which terms shall also govern your use of the Service.

YOU ARE ENTERING A LEGALLY BINDING CONTRACT: BY COPYING, DOWNLOADING, OR OTHERWISE USING THE 1INCH API YOU ARE EXPRESSLY AGREEING TO BE BOUND BY ALL TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO COPY, DOWNLOAD, INSTALL OR OTHERWISE USE THE 1INCH API.

The API is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The API is licensed to you, and its use is subject to the terms of this Agreement.

1. Definitions

- 1.1. "Application Programming Interfaces" or "API" or "Program" or "1inch API" means 1inch Network technology (1inch API, a Pathfinder algorithm which is an informational service that provides routing information that is used by 1inch Network Aggregation Protocol), (<https://docs.1inch.io/api/> and its related services), which may include object code, software libraries, software tools, sample source code, published specifications and Documentation. API shall include any future, updated or otherwise modified version(s) thereof furnished by 1inch (in its sole discretion) to Licensee.
- 1.2. "Documentation" includes, but is not limited to programmer guides, manuals, materials, and information appropriate or necessary for use in connection with the API.

2. Grant of License

- 2.1. Subject to the terms of this Agreement, 1inch hereby grants Licensee a limited, non-exclusive, non-transferable, royalty-free license (without the right to sublicense) to use the API solely for the purpose of Licensee's internal development efforts to develop applications to work in conjunction with the 1inch products referenced in the API and for which the API was provided.
- 2.2. Licensee shall have no right to distribute, license (whether or not through multiple tiers) or otherwise transfer the API to any third party.

3. Other Rights and Limitations

- 3.1. Copies. Licensee may copy the API only as necessary to exercise its rights hereunder.

3.2. No Reverse Engineering. Licensee shall have no rights to any source code for any of the software in the API, except for the explicit rights to use the source code as provided to Licensee hereunder. Licensee may 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 this Agreement or applicable laws.

3.3. Third Party Software. Licensee acknowledges that effective utilization of the API may require the use of a development tool, compiler and other software and technology of third parties ("Third Party Software"). Licensee is solely responsible for procuring such Third-Party Software and technology and the necessary licenses for the use thereof. 1inch makes no representation or warranty concerning Third Party Software and shall have no obligation or liability with respect to Third Party Software.

3.4. No right is granted to Licensee to sublicense its rights hereunder. All rights not expressly granted are reserved by 1inch and, except as expressly set forth herein, no license is granted by 1inch under this Agreement directly, by implication, estoppel or otherwise, under any patent, copyright, trade secret or trademark or other intellectual property rights of 1inch. Nothing herein shall be deemed to authorize Licensee to use 1inch's trademarks or trade names in Licensee's advertising, marketing, promotional, sales or related materials. 1inch reserves all rights not otherwise expressly granted in this Agreement.

3.5. No assertion by Licensee. Licensee agrees not to assert any patent rights related to the API or applications developed using the API against 1inch, 1inch's participants, or other licensees of the API for making, using, selling, offering for sale, or importing any products or technology developed using the API.

4. Ownership

4.1. As between 1inch and Licensee, 1inch or its licensors shall own and retain all proprietary rights, including all patent, copyright, trade secret, trademark and other intellectual property rights, in and to the API and any corrections, bug fixes, enhancements, updates, improvements, or modifications thereto and Licensee hereby irrevocably transfers, conveys and assigns to 1inch all of its 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. Licensee acknowledges that the license granted under this Agreement does not provide Licensee with title or ownership to the API, but only a right of limited use under the terms and conditions of this Agreement.

5. Support

5.1. 1inch will not provide any support for the API under this Agreement. Nothing herein shall be construed to require 1inch to provide consultations, support services or updates, upgrades, bug fixes or modifications to the API.

5.2. 1inch reserves the right to change the method of access to the API 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, 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.

6. Fees & Payment

6.1. 1inch reserves the right to charge fees for future use of or access to our API in our discretion. If 1inch decides to charge for access to the API, you do not have any obligation to continue to use such API.

7. Confidentiality

7.1. The API contains valuable proprietary information and trade secrets of 1inch and its suppliers that remain the property of 1inch. You shall protect the confidentiality of, and avoid disclosure and unauthorized use of, the API.

8. No Warranty

8.1. The API and Documentation are provided "AS-IS" without any warranty whatsoever. To the full extent allowed by law, the foregoing warranties and remedies are exclusive and are in lieu of all other warranties, terms, or conditions, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties, terms, or conditions of merchantability, fitness for a particular purpose, satisfactory quality, correspondence with description, and non-infringement, all of which are expressly disclaimed.

8.2. No advice or information, whether oral or written, obtained by you from 1inch or through or from the API shall create any warranty not expressly stated in this agreement. 1inch does not warrant that the API and Documentation are suitable for licensee's use, that the API or Documentation are without defect or error, that operation will be uninterrupted, or that defects will be corrected. Further, 1inch makes no warranty regarding the results of the use of the API and Documentation.

9. Limitation of Liability

9.1. 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 API AND ITS USE OR THE INABILITY TO USE WITH ANY THIRD PARTY SOFTWARE, ITS 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 YOU. NOTWITHSTANDING THE FOREGOING, 1INCH TOTAL LIABILITY TO LICENSEE FOR ALL LOSSES, DAMAGES, CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO THOSE BASED ON CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF YOUR USE OF THE API AND/OR IP ON THIS TECHNOLOGY PLATFORM, OR ANY OTHER PROVISION OF THIS AGREEMENT, SHALL NOT EXCEED THE AMOUNT OF 100 USD. THE FOREGOING LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

10. Indemnity

10.1. You agree to indemnify and hold harmless 1inch and its contributors, subsidiaries, affiliates, officers, agents, IP service providers, co-branders, customers, suppliers or other partners, and employees, from any loss, claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the API, your connection to the API, or your violation of the Agreement.

11. Disclaimer of Warranty

11.1. UNLESS SEPARATELY STATED IN A WRITTEN EXPRESS LIMITED WARRANTY, ALL API PROVIDED BY 1INCH IS 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 YOU. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM 1INCH OR ITS AFFILIATES SHALL BE DEEMED TO ALTER THIS DISCLAIMER BY 1INCH OF WARRANTY REGARDING THE API OR THE AGREEMENT, OR TO CREATE ANY WARRANTY OF ANY SORT FROM 1INCH.

11.2. 1INCH DISCLAIMS ANY RESPONSIBILITY FOR ANY DISCLOSURE OF INFORMATION OR ANY OTHER PRACTICES OF ANY THIRD-PARTY API PROVIDER. 1INCH EXPRESSLY DISCLAIMS ANY WARRANTY REGARDING WHETHER YOUR PERSONAL INFORMATION IS CAPTURED BY ANY THIRD-PARTY API PROVIDER OR THE USE TO WHICH SUCH PERSONAL INFORMATION MAY BE PUT BY SUCH THIRD-PARTY API PROVIDER.

12. Term and Termination

12.1. The effective date of this Agreement is the start of use of the API by the Licensee.

12.2. This Agreement will terminate automatically if you fail to comply with any of the terms and conditions of this Agreement and you will be liable to 1inch and its suppliers for damages or losses caused by your non-compliance. The waiver by 1inch of a specific breach or default shall not constitute the waiver of any subsequent breach or default.

12.3. Either party shall have the right to terminate the Agreement, immediately or upon thirty (30) days written notice to the other party.

12.4. Upon termination of this Agreement, Licensee will immediately cease using the API, and Licensee agrees to destroy all adaptations or copies of the API and Documentation or return them to 1inch upon termination of this License.

12.5. 1inch shall have the right to audit your use of the API in conjunction with this Agreement, and you will provide reasonable assistance for this purpose.

12.6. The rights of 1inch and your obligations contained in this Agreement survive any expiration or termination of this Agreement.

13. Applicable Law; Arbitration

13.1. Licensee and 1inch agree to arbitrate any dispute arising from this Agreement, except for disputes in which either party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents. ARBITRATION PREVENTS LICENSEE FROM SUING IN COURT OR FROM HAVING A JURY TRIAL.

13.2. Licensee and 1inch agree to notify each other in writing of any dispute within thirty (30) days of when it arises. Notice to 1inch shall be sent to info@1inch.io.

13.3. The Licensee and 1inch shall cooperate in good faith to resolve any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof (a "Dispute") shall be settled in accordance with the Cayman Islands laws in the jurisdiction of the Grand Court of the Cayman Islands. If the parties are unable to resolve a Dispute within ninety (90) days of notice of such Dispute being received by all parties, such Dispute at the 1inch's option only shall be finally settled by Binding Arbitration (as defined below). Any Dispute not resolved within ninety (90) days shall be referred to and finally resolved by arbitration under the rules of the London Court of International Arbitration, which are deemed to be incorporated by reference into this Section, except as they may be modified herein or by mutual agreement of the parties. The number of arbitrators shall be one (1), who shall be selected by the 1inch. The seat, or legal place, of arbitration shall be London, United Kingdom. The language to be used in the arbitral proceedings shall be English. The governing law of this Agreement shall be as set forth below. The arbitration award shall be final and binding on the parties ("Binding Arbitration"). The parties undertake to carry out any

award without delay and waive their right to any form of recourse insofar as such waiver can validly be made. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. The 1inch and the Licensee will each pay their respective attorneys' fees and expenses. Any dispute arising out of or related to this Agreement is personal to the Licensee and 1inch and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which a person attempts to resolve a dispute as a representative of another person or group of persons. Further, a dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other person or group of person.

13.4. Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available in court. Any dispute between the parties will be governed by these Agreement and the laws of the Cayman Islands, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction. Whether the dispute is heard in arbitration or in court, Licensee and 1inch will not commence against the other a class action, class arbitration or representative action or proceeding.

14. Miscellaneous

14.1. Assignment. Licensee may not assign this Agreement or any interest or rights granted hereunder to any third party without the prior written consent of 1inch. A change of control or reorganization of Licensee pursuant to a merger, sale of assets or stock shall be deemed to be an assignment under this Agreement. This Agreement shall terminate immediately upon the occurrence of any prohibited assignment.

14.2. Waiver. No failure by either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights and no waiver of a breach in a particular situation shall be held to be a waiver of any other or subsequent breach.

14.3. Severability. If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent possible and the other provisions of this Agreement will remain in force.

14.4. Entire agreement. This Agreement represents the complete agreement concerning the API and oral amendments are void. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.

14.5. By installing, copying, or otherwise using this API, you acknowledge that you have read, understand and agree to be bound by the terms and conditions indicated above.