

Mooniswap Terms of Service

Last updated: November 18, 2020

Welcome to Mooniswap!

Please read these Terms of Service (“**Terms**”) carefully because they govern your use and access of the website accessible at <https://mooniswap.exchange/#/swap> (the “**Site**”) and any associated mobile applications, web applications, decentralized applications, smart contracts, APIs as further described below (collectively, the “**Applications**” and, together with the Site, the “**Services**”). By using or accessing the Services, you agree to be bound by these Terms as well as our Privacy Policy. If you do not agree to these Terms, do not use or access the Services.

To make these Terms easier to read:

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

IMPORTANT NOTE REGARDING ARBITRATION: WHEN YOU AGREE TO THESE TERMS BY USING OR ACCESSING THE SERVICES, YOU ARE AGREEING TO RESOLVE ANY DISPUTE BETWEEN YOU AND THE COMPANY THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW SECTION 9 BELOW FOR DETAILS REGARDING ARBITRATION.

If you come up with any further questions, please, feel free to contact us at info@mooniswap.exchange.

1. Eligibility

If you use the Site and the Services you state that you (a) are at least 18; (b) don’t break any laws of your jurisdiction by using the Site and the Services; (c) are not located, established or registered in any of the jurisdictions enlisted below titled “**Prohibited Localities**”.

General. You may not use the Services if you are otherwise barred from using the Services under Applicable Law.

Legality. You are solely responsible for following all laws and regulations applicable to you and your use or access of the Services. If your use or access of the Services conflicts with any Applicable Law, rule or regulation, you may not use the Services.

By using or accessing the Services, you represent to us that you are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or excluded or denied persons, including but not limited to the lists maintained by the United Nations Security Council, the European Union or its Member States, or any other government authority.

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

Prohibited Localities. does not onboard corporate accounts of entities or personal accounts located in, established in, or a resident of Afghanistan, Bangladesh, Bolivia, Burundi, Central African Republic, Crimea Region, Cuba, Dem. Rep. Congo, Ecuador, Eritrea, Republic of Guinea, Guinea-Bissau, Hong Kong, Iran, Iraq, Kyrgyzstan, Lebanon, Libya, Mainland China, Mali, Burma (Myanmar), Namibia, Nepal, North Korea, Singapore, Somalia, Sudan, South Sudan, Syria, United States, Venezuela, Yemen, Zimbabwe. also does not onboard corporate accounts located in or a resident of British Virgin Islands.

Non-Circumvention. You agree not to access the Services using any technology for the purposes of circumventing these Terms.

2. Services

The Services provide a user interface that displays price information on Virtual Currency and otherwise facilitates your ability to execute Virtual Currency transactions with other users. Mooniswap is not in any way involved in any such transactions even when the Services are used in any way to execute the transaction. All transactions related to the Services are executed outside of 's direct or indirect control. Mooniswap does not interact with the Virtual Currency involved at any stage of the transaction. The Services are constantly changing, so you might see features come and go as we continue to improve our experience and services for users.

The primary purpose of the Mooniswap's solution is to enable users to interact with the order book and smart contracts to buy and sell supported Virtual Currencies, including buying and selling with leverage.

The Services include a user interface that enables access to an online, decentralized and autonomous protocol and environment that renders price information and autonomous smart contract mechanisms of digital tokens or digital assets ("**Virtual Currency**"), provides facilitation of liquidity pools for market making and decentralized lending via tokenization of peer to peer loans, provides API-raw execution Virtual Currency data.

Mooniswap is primarily a developer of software. While the Services provide an interface to submit instructions to other Mooniswap users to effectuate Virtual Currency transactions, all the transactions performed via the Services are executed peer-to-peer directly between the users' digital wallet through a smart contract. Your use of the Services is at your own risk and solely at your sole discretion. We do not operate a virtual currency or derivatives exchange platform or offer trade execution or clearing services, and we have no oversight, involvement, or control with respect to your Virtual Currency, or related transactions including instructions made through the Services. Furthermore, we do not transfer, transmit, convert, broker, hold,

escrow, mint, mine, or otherwise interact with any Virtual Currency, security, financial instrument, or other digital or physical asset and transactions are performed on the third-party platforms, subject to any associated third-party terms.

We reserve the right in our sole and absolute discretion to make changes to how we operate and provide our Services, including adding new services, modifying existing services, or suspending, discontinuing, or terminating your access to any or all portions of our Services. Some of our Services may be subject to additional terms and conditions, which are posted separately from these terms but are incorporated and form a part of these Terms if you decide to use or access those features.

3. Your Use of Services

We do not control your transactions and stop a transaction or attempt to reverse a transaction after it occurred. There are some strict rules: do not in any way harm Mooniswap, Site, Services or other users. And also: you're ultimately responsible for any transactions as relevant to the Services. Please review, obtain, or otherwise seek additional information or support before transaction in Virtual Currency.

By using or accessing the Services, you represent and warrant that you understand that there are inherent risks associated with Virtual Currency, and the underlying technologies including, without limitation, cryptography and blockchain, and you agree that the Company is not responsible for any losses or damages associated with these risks. You specifically acknowledge and agree that the Services facilitate your interaction with decentralized networks and technology and, as such, we have no control over any blockchain or Virtual Currencies and cannot and do not ensure that any transaction details you submit or receive via our Services will be confirmed on the relevant blockchain and do not have the ability to effectuate any cancellation or modification requests regarding your transactions.

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

- As software developers, we are not licensed by any federal or other regulatory agency.
- The pricing information provided through the Services does not represent an offer, a solicitation of an offer, or any advice regarding, or recommendation to enter into, a transaction with the Company.
- Mooniswap does not act as an agent for any of the users.
- Mooniswap does not own or control any of the underlying software through which blockchain networks are formed, and therefore is not responsible for them and their operation.
- You are solely responsible for reporting and paying any taxes applicable to your use of the Services.
- Although it is intended to provide accurate and timely information on the Site, the Site or relevant tools may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Site or relevant tools are your sole responsibility.

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

- Infringes or violates the intellectual property rights or any other rights of anyone else (including us);
- Is illegal, harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- Jeopardizes the security of your wallet or anyone else's (such as allowing someone else to log in to the Services as you);
- Attempts, in any manner, to obtain the private key, password, account, or other security information from any other user, including such information about the digital wallet;
- Violates the security of any computer network, or cracks any passwords or security encryption codes; or
- Decompiles, reverse engineers, or otherwise attempt to obtain the source code or underlying ideas or information of or relating to the Services.

As it has been already stated, we only provide you with the relevant interface and software and neither has control over your transactions, nor encourages you to perform any. Any transaction performed by you via the Services remains your sole responsibility. However, if you, at your sole discretion, decide to perform a transaction, we would like to friendly advise you to be aware of the following:

- Before performing Virtual Currency transactions, it is worth (a) having the necessary technical expertise and ability to evaluate the secure operation of your digital wallet or any use of our Services; (b) having the knowledge and information to solely evaluate the risks and compliance requirements under Applicable Laws of any use of your wallet or the Services, as well as any risks associated with the Virtual Currencies generally.
- The transaction details you submit via the Services may not be completed, or may be substantially delayed, by the relevant blockchain used to process the transaction. There are no warranties or guarantees that a transfer initiated on the Services will successfully transfer title or right in any Virtual Currency. Once transaction details have been submitted to a blockchain, we cannot assist you to cancel or otherwise modify your transaction or transaction details.
- If you experience any problem with any Virtual Currency purchased from or sold to a third party through the Services, you bear the entire risk.
- You are solely responsible for securing your private key(s). Mooniswap does not have access to your private key(s). If you lose your key(s), you won't be able to use your funds on the Ethereum blockchain or another network.
- Decisions to buy, sell, hold or trade in Virtual Currencies risk and are best made based on the advice of qualified financial professionals. Any trading in Virtual Currencies involves a risk of substantial losses. Before undertaking any transactions, you should consult a qualified financial professional. Please consider carefully whether such trading is suitable for you in light of your financial condition and ability to bear financial risks. Under no circumstances shall we be liable for any loss or damage you or anyone else incurs as a result of any trading or investment activity that you or anyone else engages in based on any information or material you receive through Mooniswap or our Services.

4. Fees

Currently, you may incur fees associated if you use certain functionality accessible through the Services.

Mooniswap initially utilizes 0.15% swap fee which can be changed in the future as a way to provide more competitive prices to the market.

Mooniswap introduces referral fees to incentivise integrations with wallets and other services that increase trading volume and additional income for liquidity providers. Referral fee is only charged when the referral wallet is specified in transaction arguments. Referral fee does not introduce additional pressure on the price and rewards external actors who contribute to the protocol by providing trading volume.

Apart from swap fee and referral fee, Mooniswap does not charge any additional protocol fees.

Also, you may incur fees when you use the Services. The following charges may be involved while using the Services:

Third Party Fees. We provide our API and other services to third-parties on the Software-as-a-Service basis. If you access the Services through a third-party platform or service, any fees charged therein are charged exclusively and solely by such third-party services or platforms and not by us.

Blockchain Charges. In connection with your use of the Services, you agree to bear all costs necessary to conduct a transaction, such as "gas" cost on the Ethereum network, for the computational resources required to perform a transaction on the particular blockchain. We will try to provide you with the accurate estimates of these charges for your information, but this information is highly volatile and can change quickly and we cannot and do not guarantee the accuracy, stability, availability of this information. You specifically acknowledge and agree that the Company has no control over: (a) any Ethereum blockchain transactions; (b) the calculation or method of payment of any gas charges; or (c) any actual payments of gas charges. You must ensure that you have a sufficient balance of Ether stored at your Ethereum Address to complete any transaction on the Ethereum blockchain before initiating such Ethereum blockchain transaction.

5. Disclaimers

This is very important (like, bold important) so please read the whole section carefully for specifics. It explains that we don't make any warranties about the Services or Content.

You understand and agree that we are software developers and providers of software services and do not custody, control or manage user funds in any manner whatsoever. The Services enable access to an online, decentralized and autonomous protocol and environment, and associated decentralized networks, that are not controlled by the Company. We do not have access to your private key and cannot initiate a transfer of cryptocurrency or otherwise access your Virtual Currency. We are not responsible for any activities that you engage in when using your wallet, or the Services, including the Site.

Information displayed through the Services including "APRs" and information about prices, Liquidity and Lending Pools are provided by third parties and/or calculated for informational purposes and we do not provide any warranties such information.

Mooniswap cannot and does not represent or guarantee that any of the information available through our Services is accurate, reliable, current, complete or appropriate for your needs. The information displayed through the Services including “APRs” and information about prices, Liquidity and Lending Pools are provided by third parties and/or calculated for informational purposes. Your use of any third-party scripts, indicators, ideas and other content is at your sole risk.

We provide no representations or warranty as to the Service.

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

We are doing our best, but we don't warrant that the Services will be uninterrupted.

To the maximum extent permitted under Applicable Law, the Site and the Services (and any of their content or functionality) provided by or on behalf of us are provided on an “AS IS” and “AS AVAILABLE” basis, and we expressly disclaim, and you hereby waive, any representations, conditions or warranties of any kind, whether express or implied, legal, statutory or otherwise, or arising from statute, otherwise in law, course of dealing, or usage of trade, including, without limitation, the implied or legal warranties and conditions of merchantability, merchantable quality, quality or fitness for a particular purpose, title, security, availability, reliability, accuracy, quiet enjoyment and non-infringement of third party rights. Without limiting the foregoing, we do not represent or warrant that the Site or the Services (including any related data) will be uninterrupted, available at any particular time or error-free. Further, we do not warrant that errors in the Site or the Service are correctable or will be corrected.

6. Indemnification

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

You agree to hold harmless, release, defend, and indemnify 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 the Services; (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 the Services with your assistance or using any device or account that you own or control.

7. Limitation of Liability

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

You expressly understand and agree that Mooniswap and our affiliates and service providers, and their respective officers, directors, agents, joint ventures, employees, and representatives will not be liable for any indirect, incidental, special, consequential, exemplary damages, or damages for loss of profits including without limitation damages for loss of goodwill, use, data, or other intangible losses (even if Mooniswap has been advised of the possibility of such damages), whether based on contract, tort, negligence, strict liability, or otherwise, resulting from: (i) the access, use or the inability to access or use the Services; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information, or services purchased or obtained or messages received or transactions entered into through or from the Services; (iii) unauthorized access to or alteration of your transmissions or data; or (iv) any other matter relating to the Services. In no event will Mooniswap's aggregate liability arising out of or in connection with the Services and/or the Site exceed the amount of fees paid by you to us in the twelve (12) month period immediately preceding the event giving rise to the claim for liability.

8. Proprietary Rights

Our content is ours.

Our Content. The Site and information, data, text, images, written posts and comments, software, scripts, maps, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Services, features and functionality (including but not limited to all information, software, scripts, algorithms, text, displays, images, video and audio, and the design, selection and arrangement thereof) are owned by us, our licensors or other providers of such material, and subject to copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. Mooniswap AMM Protocol and associated names, logos and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors (if and as applicable). You must not use such marks without our prior written permission. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

Your Data. Please see our Privacy Policy for information on how we collect, use and share your information.

9. Arbitration and Class Action Waiver

A third-party arbitrator will help us resolve any disputes we might have. This means that any dispute will be resolved outside of class-action litigation. Hopefully, disputes will never be an issue, but you should read this section carefully for details on how it works.

Binding Arbitration. Except for disputes in which either party seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents, you and the Company: (a) waive the right to have any and all disputes or claims arising from these Terms, your use or access to the Services or any other disputes with the Company (collectively, “**Disputes**”) resolved in a court; and (b) waive any right to a jury trial. Instead, you and the Company agree to arbitrate Disputes that are not resolved informally (as described below) through binding

arbitration (i.e. the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it) instead of having the Dispute decided by a judge or jury in court).

No Class Arbitrations, Class Actions or Representative Actions. You and the Company agree that any dispute is personal to you and the Company and that any such dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. Neither party agrees to class arbitration or to an arbitration in which an individual attempts to resolve a dispute as a representative of another individual or group of individuals. Further, you and the Company agree that a dispute cannot be brought as a class, or other types of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

Process. You and the Company 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 the Company shall be provided by sending an email to info@mooniswap.exchange. 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 Company cannot resolve the Dispute within thirty (30) days of the Company receiving the notice, either you or Company may, as appropriate pursuant to this Section 9, commence an arbitration proceeding. You and the Company agree that any arbitration or claim must be commenced or filed within one (1) year after the Dispute arose; otherwise, you and the Company agree that the claim is permanently barred (which means that you will no longer have the right to assert a claim regarding the Dispute).

Choice of Law (Applicable Law). These Terms are governed by and will be construed under the laws of the British Virgin Islands without regard to the conflicts of law provisions of such jurisdiction. Any Dispute under this Terms shall be finally settled by Binding Arbitration (as defined below). 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 Clause 9 to the extent they are consistent with it, by one arbitrator, in English. 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.

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.

10. Last but not Least

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 the Services after the initial posting of the revised Terms and shall apply on a going-forward basis with respect to your use of the Services including any transactions initiated after the posting date. In the event that you

do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Services.

Third-Party Links. The Services provide links to other World Wide Web or accessible sites, applications or resources provided by third parties. Because we have no control over such sites, applications and resources, you acknowledge and agree that we are not responsible for the content and availability of such external sites, applications or resources. We do not endorse and are not responsible or liable for any content, advertising, products or other materials on or available from such sites, applications or resources.

Entire Agreement. These Terms (and any additional terms, rules and conditions of participation that may be posted on the Site) constitute the entire agreement with respect to the Services and supersedes any prior agreements, oral or written. In the event of a conflict between these Terms and the additional terms, rules and conditions of participation, the latter will prevail over these Terms to the extent of the conflict.

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

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

Just in case you lost our mail...

If you have any questions, claims, complaints or suggestions, please, contact us at info@mooniswap.exchange.