1inch Network
Terms of Use for Resolvers

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These 1inch Network Terms of Use for Resolvers replace and supersede the previous version titled "1inch Fusion Mode Terms of Use for Resolvers." This revised version extends the scope to include all Resolver activities across the 1inch Network, including the use of 1inch Fusion Mode and Limit Order execution.

These Terms of Use and any terms and conditions incorporated herein by reference, including all annexes, (collectively, the "**1inch Network Terms for Resolvers**", "**Terms**") govern the activities and obligations of any individual or entity acting as the Resolver, as defined below ("**you**", "**your**"). The 1inch.network Terms of Use and 1inch.network Privacy Policy located at 1inch.network are also applicable to your activities as a Resolver.

These Terms are governed by 1inch Foundation, a Cayman Islands foundation ("**Foundation**"). However, the Protocols are not directly owned, operated, or controlled by the 1inch Foundation. They are community-owned and governed through the 1inch DAO as defined in the 1inch.network Terms of Use. The Foundation acts solely as an off-chain representative of the Community for contractual and administrative purposes, and does not exercise operational control over the Protocols. By registering and/or acting as a Resolver, you acknowledge and agree that your interactions are with decentralized, community-controlled systems, and not with the Foundation.

Please read these Terms carefully. By registering and/or acting in your capacity as the Resolver, you acknowledge that you have read, understood, and accepted all the provisions set out below or incorporated herein by reference. If you do not agree with any provision of these Terms, you must refrain from acting as a Resolver.

1. Definitions

- "Delegate" refers to the st1INCH Token Holder that delegates the Unicorn Power to the Resolver.
- "1inch Escrow Contracts" refers to the smart contracts deployed by 1inch that facilitates securing assets in escrow containers for origin and destination chains (escrow factory contract, source escrow contract, and destination escrow contract) that are used for atomic intent-based orders settlement. 1inch Escrow Contracts are the element of the protocol used for cross-chain functionality (1inch Fusion+).
- "1inch Fusion Mode" refers to a gasless swap feature operating on top of 1inch intent-based protocols that is powered by the 1inch Swap Engine (partially based on 1inch Aggregation Router, 1inch Limit Order Protocol) and accommodated by a set of open-source smart contracts.

The cross-chain functionality ("Cross-Chain") operates on top of the 1inch intent-based protocols and enables atomic settlement of transactions between origin and destination chains.

- "1inch Limit Order Contract" refers to the AggregationRouterV6 smart contract (with the exception for zkSync router address) or future versions deployed by 1inch and used for limit orders settlement. 1inch Limit Order Contract is an element of the 1inch Limit Order Protocol.
- "1inch Relayer" refers to the backend service that contains data (e.g. secret hash, token type and amount, target address, timelock specifications) on the Fusion Orders available for filling by the Resolver.
- "1inch Quoter" refers to the backend service that prepares the information to build the Fusion Order's Dutch auction, visualized as a curve, which determines the amount the Resolver must send to the Maker in each given block.
- **"Access Points"** refer to any technical or graphical entry points that enable interaction with the 1inch protocols (incl. underlying protocols of 1inch Fusion Mode, Cross-Chain and 1inch Limit Order Contract), including but not limited to application programming interfaces (APIs), developer interfaces, widgets, command-line tools, or web interfaces facilitating Order submission or execution. Access Points may be operated or supported by third parties, contributors, or entities and be subject to the respective third-party agreements that may apply to the Resolver and that 1inch has no control over.
- "st1INCH Token" refers to the staked governance and utility token of the 1inch Network.
- "Block Builder" refers to a miner (or validator), any individual or legal entity that collects, verifies, and arranges the transaction into a new block to be added to the blockchain.
- "Gas Fee" refers to the total amount of the monetary fee to be paid to fill the Order (regardless of whether the Order has been filled or not)) which is calculated as the units of gas used (limit) multiplied by the Gas Price: Gas Fee = Gas Units used * Gas Price.
- "Gas Price" refers to the value for each unit of gas which is determined by the following components: (a) the "Base Fee" and the "Priority Fee" where the Base Fee is the value calculated by blockchain network consensus algorithm based on the size of the previous block in proportion to the targeted size of the pending block, while the Priority Fee is an additional fee on top of the Base Fee to incentivize the block builders; or (b) for transactions without Priority Fee - the "Median Gas Price in the Block" that refers to the median value of all gas prices included within the block.
- "Gas Units" refers to the amount of computational resources required to fill the Order by the Resolver.
- "Maker" refers to anybody who accesses or uses the Access Points to initiate the Order without paying the Gas Fee.
- "Order" refers to a gasless swap request submitted by the Maker as an intent-based swap that is technically formed through 1inch Limit Order Contract and a set of smart contracts that enables onchain interactions ("Fusion Order"), Cross-Chain (Fusion+) order or limit order ("Limit Order") to be filled by the Resolver. Fusion Orders, Cross-Chain orders are also referred to as "Intent-based Order" and together with Limit Orders are collectively referred to as "Orders" and each an "Order".

- "Resolver", "Taker" refers to any individual or legal entity that fills (partially or fully) the Order. If applicable and when enabled, the term Resolver shall includethe Whitelisted Resolver, the Permissioned Proxy, and any other Resolver that is contributing in any capacity to fill the Orders by such Permissioned Proxy.
- "Permissioned Proxy" refers to the Whitelisted Resolver that meets eligibility criteria by uniting the Unicorn Power and fills the Order by facilitating the collection of data from other Resolvers involved.
- "Whitelisted Resolver" refers to the Resolver that has been registered and whitelisted to fill the Order.
- "Unicorn Power" refers to the unit that is determined by the ratio of the st1INCH Token and its lock period and enables participation in the 1inch Network governance, including delegation to the Resolvers.

All the terms used in this Section are intended only for the purposes of these Terms. All remaining terms should be interpreted according to the 1inch.network Terms of Use.

2. Resolver Access to Order Filling (Execution)

By registering and/or acting as a Resolver, you are granted access to fill (execute) the Orders, submitted by the Maker..

Please note, 1inch Foundation only facilitates the onboarding and off-chain coordination of Resolvers through 1inch.network, including the management of whitelisting, documentation, and communication channels. The 1inch DAO governs the 1inch protocols, including the 1inch Fusion Mode, Cross-Chain and the 1inch Limit Order Protocol ("**Protocols**") as set forth in detail in the 1inch.network Terms of Use. All governance proposals, parameter changes, programmatic costs implementation or protocol upgrades adopted through the DAO process are binding and take immediate effect upon on-chain execution. The Foundation does not control or influence these decisions. As a Resolver, you are solely responsible for monitoring and staying informed about all DAO governance actions, protocol updates, and technical modifications. The Foundation does not guarantee any notice of such changes and assumes no liability for any outcomes resulting from your failure to follow or adapt to DAO-mandated updates.

The Foundation neither has control over your interactions with the blockchain nor encourages you to perform any. Any interaction performed by you as the Resolver remains your sole responsibility. We do not encourage or solicit any particular use of the smart contracts and disclaims any liability arising from such interactions.

Programmatic Costs. Resolvers expressly acknowledge and agree that the functionality to fill the Orders may involve programmatic costs on the protocol level and/or embedded within the underlying smart contracts, including those implemented through or enabled by the governance process. These costs may be automatically calculated, applied, and deducted from transaction value flows during the Order filling (execution). All such cost interactions are governed exclusively by the logic and terms of the deployed

smart contracts. Costs assessed in this manner are deemed final and non-refundable. By participating, the Resolver expressly and irrevocably acknowledges and accepts that, once processed through the smart contracts, all associated costs are conclusively transferred. Such transfers are immutable and cannot be reversed, canceled, or reclaimed under any circumstances.

The Resolver acknowledges and agrees that costs may fluctuate between different orders and over time, due to factors such as market price volatility, validator behavior changes, and adjustments to auction parameters. We make no representations, warranties, or guarantees concerning the stability, predictability, or consistency of any costs incurred. The Resolvers are solely responsible for assessing, understanding, and monitoring the implications of applicable costs on their strategies and overall performance.

The costs parameters, including, without limitation, to the cost structures, rates, and related mechanisms, may be modified, updated, or deprecated at any time, with or without prior notice. It is the sole responsibility of the Resolver to remain informed of any such changes by monitoring relevant governance proposals, voting outcomes, and/or protocol-related announcements. We assume no duty to notify Resolvers individually of any cost-related modifications and disclaims any liability arising from a Resolver's failure to remain apprised of such developments.

3. Eligibility

By registering and/or acting as the Resolver, you acknowledge and confirm that you meet all the conditions set forth herein:

- You have the full right, power, and authority to agree to the Terms.
- You are not located in, under the control of, or a national, citizen, or resident of any Prohibited Localities and/or subject to the Sanctions Lists as defined in the 1inch.network Terms of Use.
- You are not impersonating any other person or otherwise concealing your identity.
- You do not use any software or networking techniques, including the use of a Virtual Private Network (VPN) to modify your internet protocol address or otherwise bypass the restrictions.
- You are a sophisticated user and possess the necessary knowledge, skills, and experience to act as the Resolver. Your activities as the Resolver and/or participation in filling the Orders are entirely at your own risk.
- You comply with all other eligibility requirements set forth in the 1inch.network Terms of Use.
- You will not act as the Resolver if any applicable laws in your country prohibit you from doing so in accordance with these Terms.
- You are compliant with all laws and regulations applicable to you as the Resolver.

Should we determine that you no longer meet any of these eligibility conditions, we reserve the right, at our sole discretion and upon reasonable notice when required, to suspend or terminate your status as the Resolver.

4. Compliance

Verification. In order to become the Resolver, you must complete the verification procedure. The verification procedure aims to ensure that the Resolvers are safe and compliant actors.

The verification process may include, without limitation, identification checks, security questionnaires, sanctions and AML screening, and other assessments reasonably determined by us ("Compliance Procedures"). These procedures are designed to verify the Resolver's identity, activity, and eligibility to operate. You undertake to promptly provide all information, documents, and other materials reasonably requested to complete or update the Compliance Procedures. Any information, documentation, or materials provided by the User in the course of the Compliance Procedures shall be deemed incorporated by reference into, and form an integral part of, these Terms. Completion of the Compliance Procedures is a prerequisite for acting as a Resolver. Failure to complete or pass these procedures will result in denial or termination of access. We may conduct ongoing compliance and risk reviews at any time. You acknowledge that failure to pass such reviews may result in immediate suspension or termination of its access.

If any information and/or identifying documents change, you must inform the 1inch Network representative at resolvers@1inch.network without delay. You may be required to complete the verification process again. You understand that the amount of information requested to provide as part of the verification procedure may be subject to change over time and that you may at a later point in time be required to provide additional documents and/or information.

The data provided within the Compliance Procedures is collected to comply with applicable anti-money laundering, anti-terrorist financing, fraud prevention, sanctions laws, and regulations. 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.network Privacy Policy.

Cooperation with lawful requests. You shall reasonably cooperate with us in connection with any lawful request from a governmental, regulatory, judicial, or law-enforcement authority having jurisdiction over us and/or the Resolver. Such cooperation includes timely provision of relevant information, records, and explanations, and preservation of any potentially relevant materials. To the extent permitted by law, we will notify you of any such request and may disclose the Resolver's identity and contact details to the competent authority for direct engagement. Non-compliance with this section constitutes a material breach of these Terms.

Wallet Address Screening. Publicly available information may be used to monitor potential bad actors and assess the risks associated with illicit or non-compliant activities, or other potential threats within the blockchain networks. No additional personal data is collected to perform such compliance assessment. Such risk assessment services may be provided by the third-party providers.

Third-Party Providers. Please note that verification procedures and wallet address screening are provided by third-party providers. You acknowledge and understand that the results and outcomes lie in the sole discretion of the third-party provider. We have no control over or connection to the services of any third-party providers, thus we are not and cannot be responsible for the accuracy of the information or the services of such providers. The services of such third-party providers are governed by their respective terms of use, please read them carefully.

Access NFT (Resolver Access Token). Upon successful completion of the verification process and technical integration, each Resolver may be issued a functional non-fungible token ("**Access NFT**") that serves as an access credential to exclusive Order fulfillment functionality within the relevant 1inch Protocols environment. The Access NFT is issued separately for each supported blockchain network and for each protocol (the 1inch Fusion Mode, Cross-Chain functionality, and the 1inch Limit Order Protocol).

The Access NFT is issued to the Resolver's designated calling (solving) address, and the Resolver is solely and exclusively responsible for providing the correct address for issuance. If any information related to the Resolver's verification, technical integration, or calling address changes, the previously issued Access NFT must be burned, and a new Access NFT must be issued. The Resolver bears full responsibility for initiating and completing this process to maintain uninterrupted access.

Issuance, suspension, or revocation of the Access NFT is at the sole and absolute discretion of 1inch. We reserve the right to withhold, suspend, or revoke the Access NFT at any time and for any reason, including failure to maintain eligibility, comply with these Terms, or meet ongoing operational or technical standards. Any termination of these Terms, whether initiated by the Resolver or the 1inch Foundation, as well as any suspension or temporary restriction of access, shall automatically result in the suspension or deactivation of the corresponding Access NFT.

It is the sole responsibility of the Resolver to validate and ensure proper issuance, burning, and reissuance of the Access NFT, and to maintain accurate and functional integration. 1inch assumes no liability for any delays, failures, or errors in the issuance, custody, burning, or operation of the Access NFT, or for any resulting limitation of access to the relevant functionalities.

5. Registration and Representations

By registering as the Resolver, you acknowledge, warrant, and agree that:

- You acknowledge and accept full responsibility for your decision to act as the Resolver, including conducting your own assessment of any and all risks associated with filling (execution) of the Orders.
- You act as the Resolver entirely at your own risk. 1inch.network and the Protocols are provided "as is" without any warranties or representations, whether express or implied, regarding the security, reliability, functionality, or continued availability of the underlying code. There is no guarantee that access and/or use of the Protocols will be uninterrupted, timely, or secure.

- Registration as a Resolver or inclusion on the Whitelisted Resolver list does not guarantee access to fulfillment of any Order. Your access may be restricted, delayed, or unavailable at any time and for any reason, without notice.
- You accept that any fees, costs, or expenses associated with your activities as the Resolver are your responsibility unless otherwise specified.
- You are responsible for ensuring your activities as the Resolver complies with local laws, regulations, and ordinances in your jurisdiction.
- You pledge not to engage in activities that could potentially harm, overload, or compromise the infrastructure or integrity of the Protocols, or any underlying infrastructure, technology, or parameters.
- You understand that any violation of these Terms may result in your removal from the list of the Resolvers, without prior notice.

Each Resolver represents and warrants that it shall:

- Maintain appropriate security, sanctions, and wallet-screening controls, consistent with commonly adopted standards in the blockchain industry, and use reasonable efforts to prevent interactions with sanctioned or high-risk counterparties.
- Maintain internal controls and risk-management processes reasonably designed to ensure the safe and reliable operation of resolver activities.
- Adopt monitoring and threat-detection tools that are widely recognized as adequate for identifying abnormal, suspicious, or high-risk behavior in resolver operations.
- Implement and maintain security measures appropriate for operating respective infrastructure, including: (i) secure key management; (ii) access controls, logging, and monitoring; (iii) timely application of updates, patches, and fixes; (iv) use of audited or industry-standard components where applicable.
- Continuously monitor all updates, releases, changes, and governance decisions relating to the Resolver operations, the Protocols, smart contracts, or supporting operational infrastructure, and independently determine whether any action, update, or configuration change is required on its side.
- Promptly implement any technical, security, or configuration updates necessary to ensure compatibility with the Protocol and to maintain safe and correct operation of the Resolver; and ensure that no outdated, insecure, or misconfigured systems remain in production, and apply security patches, upgrades, and mitigations in a timely manner.
- Operate its resolver infrastructure in a professional manner, with internal policies, controls, and governance reasonably aligned with practices expected of professional market participants.
- Promptly notify 1inch Foundation of any detected security incident or operational failure that may materially affect resolver execution, and cooperate in good faith with 1inch Foundation in investigating and mitigating such issues. For clarity, all public communications remain solely at the discretion of 1inch Foundation unless otherwise required by law.

- To preserve the integrity and reliability of the Protocols, you accept the responsibility for the proper and secure operation of your own systems, keys, and bidding logic. Accordingly, if a loss, mis-execution, or operational failure is determined to have resulted from the Resolver's own systems or actions, Resolver's misuse of the Protocols, Resolver's technical integration errors, attributable to the Resolver, then the Resolver shall (i) undertake all steps reasonably required to remediate the affected transaction, including providing reimbursement to the extent appropriate given the circumstances, and (ii) cooperate fully with 1inch Foundation to ensure proper resolution of the incident and prevent recurrence.

6. Whitelisting

Important: The functionality described in this Section and any processes, rights, or obligations arising therefrom, applies only if such functionality has been enabled by a valid 1inch DAO governance vote or a decision originating therefrom. Unless and until enabled, this Section shall have no force or effect. If and when this functionality is activated by governance, you acknowledge that it may require additional actions, integrations, technical connections, operational steps, or compliance measures from you as a Resolver. You are solely responsible for monitoring governance proposals, outcomes, and related communications; understanding all requirements; and implementing any technical or operational changes necessary for continued participation. We assume no obligation to notify you of governance actions or implementation steps.

Eligibility Threshold. In order to become the Whitelisted Resolver, you must qualify for the whitelist. The whitelist is dynamically maintained based on the Unicorn Power delegation threshold. To be eligible for the whitelist, you must have received delegations equating to 5% or more of the total Unicorn Power in the network ("**Eligibility Threshold**"). The whitelist is a maximum limit of ten (10) resolvers.

Dynamic Whitelist. The dynamic nature of the whitelist means that the Resolver's eligibility may evolve over time due to changes in the Unicorn Power distribution. Should you as the Resolver no longer meet the Unicorn Power delegation threshold, you may be automatically removed from the list of the Whitelisted Resolvers.

From time to time the whitelist criteria and the maximum number of resolvers on the whitelist may be modified, and such changes will be communicated to the Resolvers community in advance.

To complete the whitelisting process, the Resolver that passed the verification procedure shall undergo registration in the whitelist smart contract deployed by the 1inch Network. Please note that updates to the whitelist smart contract may occur periodically. We will reasonably ensure but have no obligation to communicate any such modifications in advance.

Please note that inclusion in the whitelist is not guaranteed solely by meeting the Unicorn Power delegation threshold. The Resolver shall ensure full compliance with these Terms, successfully complete

the verification and registration process, as described above. We reserve the right to remove the Resolver from the whitelist if the Whitelisted Resolver fails to comply with any provision of the Terms.

7. Permissioned Proxy

Important: The functionality described in this Section and any processes, rights, or obligations arising therefrom, applies only if such functionality has been enabled by a valid 1inch DAO governance vote or a decision originating therefrom. Unless and until enabled, this Section shall have no force or effect. If and when this functionality is activated by governance, you acknowledge that it may require additional actions, integrations, technical connections, operational steps, or compliance measures from you as a Resolver. You are solely responsible for monitoring governance proposals, outcomes, and related communications; understanding all requirements; and implementing any technical or operational changes necessary for continued participation. We assume no obligation to notify you of governance actions or implementation steps.

Eligible Resolvers are able to unite their Unicorn Power to meet the eligibility criteria for registering the Whitelisted Resolver that will act as a permissioned proxy, facilitating collection of data from Resolvers participating in filling the Orders. The Resolver chosen to act as the permissioned proxy shall undergo a whitelisting procedure according to these Terms.

Contributing to filling the Orders by the Permissioned Proxy is subject to compliance with the Terms. By registering as the Whitelisted Resolver, the Permissioned Proxy is obliged to ensure that each Resolver contributing in any capacity to fill the Orders by the Permissioned Proxy complies with these Terms, including the eligibility criteria as set forth in Section 3 of these Terms.

Should any Resolver involved fail to comply with these Terms, such failure may be deemed as the failure by the Permissioned Proxy to comply with these Terms and may result in the Permissioned Proxy's removal from the whitelist.

The Resolvers acknowledge that their participation in the Permissioned Proxy is subject to arrangements defined by the Resolvers involved. We expressly disclaim any influence, control, or obligation over the decisions, functions and/or results of the Permissioned Proxy's operations. We assume no liability for collaborative decisions made by the Resolvers within the Permissioned Proxy framework.

8. Use of the 1inch Fusion Mode

This Section outlines specific provisions regarding the Resolver's interaction with the 1inch Fusion Mode, however, not exhaustive. Other terms related to the use of the 1inch Fusion Mode can be found in the other sections of these Terms. Please ensure that you thoroughly review the entire Terms for comprehensive understanding.

The 1inch Fusion Mode. The 1inch Fusion Mode is a gasless swap feature that is powered by the 1inch Swap Engine (partially based on 1inch Aggregation Router, 1inch Limit Order Protocol) and accommodated by a set of open-source smart contracts. The 1inch Fusion Mode may also incorporate ancillary products or features introduced to support interface development, enhancement, and user experience optimization. These supplementary elements, which may serve informational, security, or other auxiliary purposes, are not intended to modify or alter the primary functionality of the 1inch Fusion Mode as described above.

Cross-Chain Functionality (1inch Fusion+). This subsection describes specific terms with respect to the cross-chain functionality that operates on top of the 1inch's existing intent-based protocols, facilitated by the 1inch Escrow Contracts, as defined above.

To initiate a transaction using the cross-chain functionality, the Maker initiates a Fusion Order by signing and issuing the order using the hash of a secret value sent to the 1inch Network, signaling their intent to make a cross-chain swap. Execution of all deposit and withdrawal operations within the cross-chain functionality is performed by the Taker.

Cross-chain functionality also introduces safety deposit mechanics and recovery phase as a precautionary measure. When a Resolver deposits assets into the escrow contract, they must include an additional amount of the native asset of the chain (the "Safety Deposit"). The Safety Deposit is allocated to the executor of any subsequent withdrawal or cancellation transactions.

In cases where assets are withdrawn on the source chain escrow, but canceled on the destination chain escrow, the Resolver must return the Maker's funds on the source chain. This requirement is monitored by the 1inch technical team, as defined below, to additionally notify the Resolvers of the required actions. The Resolver shall perform these actions without any delay. Refusal to do so is subject to the Restriction Measures, as described below.

Transaction Integrity. Any attempt to manipulate transaction ordering, bypass protocol-level fee logic, or otherwise gain an unfair or abusive advantage in the Order execution process constitutes a material breach of these Terms. We reserve the right, at our sole discretion, to investigate, restrict, or suspend any Resolver's access to the 1inch Fusion Mode or related infrastructure if such behavior is detected or reasonably suspected. All determinations and enforcement actions shall be made by 1inch in its sole and absolute discretion and shall be effective immediately upon implementation.

9. The Resolver's Exit

As the Resolver, you have the right to voluntarily terminate your status of the Resolver at any time for any reason by contacting us. If you choose to exit, you shall inform the 1inch Network support team at resolvers@1inch.network about your intention to exit within fourteen (14) days prior to the intended

exit date. If you act as the Permissioned Proxy (if applicable and enabled) you are required to notify those Resolvers involved in the Permissioned Proxy about your exit within the same 14-day period.

The exit date is determined as 14 days following the next day of notification to the 1inch Network support team.

Upon the exit date, the Resolver's functionality will be disabled, and the Resolver's Access NFT (if applicable) will be revoked. Consequently, such Resolver will no longer be considered active.

(if applicable and enabled) Incentive Programs (Farms). In the event of the Resolver's exit or any other case when the Resolver's whitelist status is terminated, the Resolver's commitment within the farm remains binding according to the initially defined timing schedule. Therefore, in case of exiting or experiencing whitelist status termination, the exiting Resolver shall retain the created incentives in the farm. Such Resolver must ensure that the Delegates who have previously delegated their voting power to that Resolver are able to claim the incentives from the Resolver at any time after such Resolver's exit.

(if applicable and enabled) Notification on Non-Active Status. Information about the non-active status of the resolver will be prominently displayed on the list of the Resolvers. The Delegates are strongly advised to refrain from using non-active resolvers. Instead, the Delegates are encouraged to consider and interact with the list of active Whitelisted Resolvers. Resolvers should be a pro-active part of such notifications.

10. Exclusive Resolver API

The Resolver may be exclusively selected to fill the Fusion Order at the beginning of the Fusion Order's Dutch auction as vetted by 1inch from time to time. In order to benefit from the Exclusive Resolver API functionality, the Resolver shall provide the 1inch technical team with the Resolver's API endpoint developed in accordance with the Exclusive Resolver API documentation and/or any necessary credentials provided by the 1inch technical team.

The Resolver's use of the Exclusive Resolver API functionality is subject to the Service Level Agreement detailed in Annex A of these Terms.

The Resolver hereby grants 1inch with a limited, non-exclusive, world-wide, non-sublicensable and non-transferable license to the Resolver's API endpoint solely for the purpose of and to the extent necessary for the use of the Exclusive API Resolver functionality, as set forth herein, if applicable.

11. Incentive Programs

From time to time we may introduce various incentive programs designed to incentivize active participation by the Resolvers. The specific details and terms of each incentive program, including

eligibility criteria, and duration, will be communicated in advance. We reserve the right to modify, update, or terminate these incentive programs at its sole discretion with prior notice.

12. Disclaimers

By registering and/or acting as the Resolvers, you acknowledge and agree that:

- Your activities as the Resolver and/or participation in filling the Orders is undertaken at your own risk. To the fullest extent permitted by applicable law, in no event shall we, or any of our affiliates, officers, directors, employees, agents, or representatives shall not be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages, including, without limitation, any loss of profits, data, business opportunities, or use, arising out of or in any way connected with you acting as the Resolver.
- The 1inch Fusion Mode, Cross-Chain, Limit Order Protocol, and any related or underlying infrastructure, smart contracts, APIs, and other technologies you may interact with are provided strictly on an *"as is"* and *"as available"* basis, without any warranties of any kind, whether express, implied, or statutory. We expressly disclaim all warranties of merchantability, fitness for a particular purpose, non-infringement, accuracy, reliability, or security, and make no representations regarding the uninterrupted or error-free operation. You acknowledge and agree that these protocols and smart contracts are open-source and operate in a decentralized environment that is not controlled, owned, or managed by the Foundation. The Foundation does not deploy, maintain, or guarantee the security, functionality, or continued availability of such technologies and assumes no responsibility or liability arising from their use or performance. These technologies may be updated, modified, or deprecated at any time. You acknowledge that interacting with deprecated, non-standard, or inactive contracts, using insufficient security controls, or failing to perform regular audits or testing of your setup is solely at your own risk. You assume full responsibility for verifying the safety, integrity, and compatibility of any smart contracts or integrations you use in connection with your Resolver activities, as well as for monitoring and implementing any relevant updates or protocol changes.
- You further acknowledge that we disclaim all liability for any gains, losses, or damages incurred in connection with you acting as the Resolver, including execution failures, costs, or any other associated activities.
- *(if applicable and enabled)* We bear no responsibility for the delegation and/or uniting of the Unicorn Power as part of the activities related to the Permissioned Proxy. The delegation process, as well as any actions taken within the Permissioned Proxy, and their outcomes are solely the responsibility of the parties involved and are undertaken at your own risk.
- Any benefits or incentives associated with registering and/or acting as the Resolver are not guaranteed.
- Any information or data provided through the 1inch.network and/or the Protocols, including the whitelist, incentive programs, or any other features, do not constitute financial or investment advice. It is your responsibility to conduct independent research and seek professional advice when making decisions.

- We will not be held liable for any third-party websites, products, or services linked to you acting as the Resolver. Any interactions with third-party entities are solely your responsibility, and we shall not be accountable for any outcomes.
- We cannot guarantee uninterrupted access to the Protocols, occasional downtime or disruptions may occur. We shall not be held responsible for any resulting inconvenience or losses.
- We shall not be held liable for the actions taken by Resolvers. You are solely responsible for your behavior and interactions as the Resolver, and we shall not be liable for any consequences thereof. You irrevocably waive any claims, demands, or recourse in relation to any transactions or activities as the Resolver, including any embedded costs.
- The Protocols' functionality and any other features you may have access to as the Resolver may evolve over time. We reserve the right to modify, suspend, or discontinue any aspect of the Protocols' functionality and any other features you may have access to as the Resolver, including any features, costs, incentives, other functionalities, at our discretion. Any such changes will be communicated as feasible, and we shall not be held accountable for any inconvenience or disruptions arising from these modifications.
- These Terms may be updated or modified from time to time. It is your responsibility to regularly review the terms and policies and ensure compliance with the most recent version.
- By acting and/or registering as the Resolvere, you agree to indemnify and hold harmless the Foundation, its affiliates, partners, and representatives from any claims, damages, losses, or liabilities arising in connection with you acting as the Resolver.

13. Updates and Notifications

We may periodically update these Terms, including any additional sections or provisions, at any time by posting the revised version of these Terms with an updated revision date. Please regularly check for updates to ensure that you are aware of the most current version of the Terms.

The changes shall be deemed accepted by you, the first time you register and/or act as the Resolver after the initial posting of the revised Terms and shall apply on a going-forward basis with respect to your use of the Protocols, unless otherwise expressly stated. If you do not agree with any such modification, your sole and exclusive remedy is to terminate your status as the Resolver.

Failure to comply with the updated terms may result in the termination of your status as the Resolver.

ANNEX A
EXCLUSIVE RESOLVER API
SERVICE LEVEL AGREEMENT

This Service Level Agreement ("**SLA**") shall constitute an integral part of the 1inch Network Terms of Use for Resolvers ("**1inch Network Terms of Use for Resolvers**", "**Terms**") and should be read in conjunction with the Terms. All capitalized terms used herein shall have the same meaning as assigned to them in the Terms, unless other expressly stated otherwise.

This SLA applies solely to the Exclusive Resolver API functionality. Please, note that this SLA may be subject to change, and any modifications will be communicated by 1inch in advance, as reasonably possible.

1. **Exclusive Resolver**

    1.1. For the purpose of this SLA, "**Exclusive Resolver**" refers to the Resolver that has provided the Resolver's API endpoint to be exclusively selected to fill the Fusion Order at the beginning of the Fusion Order's Dutch auction, as vetted by 1inch from time to time.

    1.2. The Exclusive Resolver shall be considered vetted provided that:

    1) The promoted resolver-worker address of the Resolver is included in the list of the Whitelisted Resolvers;
    2) The allowance field is zero, while other Resolvers have non zero allowance; and
    3) The Fusion Order contains one of initialRateBump provided by the Resolver's API endpoint. The filled Fusion Order's Maker amount (makerAmount) must be the same as provided by the Resolver's API endpoint for the specific rate bump at the beginning of the Fusion Order's Dutch auction (initialRateBump).

2. **Service Level Commitment**

    2.1. The Exclusive Resolver shall execute the Exclusive Order before the end of the exclusivity period subject to the Performance Metrics as defined below.

    2.2. "**Exclusivity Period**" refers to a specific timeframe defined by the 1inch Quoter within which the Exclusive Resolver has the sole right to fill the Fusion Order.

    2.3. "**Exclusive Order**" refers to the Fusion Order submitted by the Maker to the 1inch Relayer to which the Exclusive Resolver has provided the quote within the Response Time.

3. **Performance Metrics**

3.1. **Response Time (including any delays in network communication)**. Upon receiving a quote request, the Exclusive Resolver shall respond within 500 milliseconds (ms), providing one of the following:

    1) An API Response: "grid", meaning an array containing details of proposed price improvements with a maximum of 50 items. Each item includes:
- makerAmount: The partial or full fill amount.
- initialRateBump: The rate bump at the beginning of the Fusion Order Dutch auction: minimum of 0 to a maximum of 16777215, with 10000000 representing 100%.

    2) An Error Code:
- 400 Bad Request:
  - Token pair is not supported.
  - Inability to provide a quote for specified makerAmount / minTakerAmount / makerAddress.
- 500 Internal Server Error: an unexpected error occurred on the server.

3.2. **Fill Rate**. The Exclusive Resolver shall maintain a minimum fill rate of 90% for the Exclusive Orders as calculated on a rolling 7 calendar days period. "**Fill Rate**" is calculated based on the following formula:

$$\frac{Number\ of\ the\ Exclusive\ Orders\ filled\ by\ the\ Exclusive\ Resolver}{Total\ Number\ of\ the\ Exclusive\ Resolver's\ Exclusive\ Orders} \; x \; 100\ \%$$

4. Performance Monitoring

4.1. The 1inch technical team will conduct continuous performance monitoring of the Exclusive Resolvers' adherence to the Performance Metrics.

4.2. In cases where performance monitoring reveals that the Exclusive Resolver fails to meet the Performance Metrics, the 1inch technical team may enforce the restriction measures as defined below. 1inch reserves the right to determine and address any case of non-compliance at its sole discretion.

5. Non-Compliance and Restriction Measures

5.1. In order to ensure smooth and reliable user experience within the 1inch Fusion Mode, any case of non-compliance with the Performance Metrics may be subject to the following restriction measures:

Performance Metric	Measurement Period	First Non-Compliance	Second Non-Compliance	Third Non-Compliance
90% Fill Rate	Rolling 7 calendar day period	Warning	Suspension from using the Exclusive Resolver functionality (7 calendar days)	Block from using the Exclusive Resolver functionality (30 calendar days)

5.2. The warning will be sent from the 1inch analytics team via the previously provided by the Resolver contacts and other available private means of communication.

5.3. These measures will be cumulative, following the provisions outlined in the preceding table.

5.4. 1inch reserves the right to implement, modify, or replace the restriction measures to the extent that may be necessary to enhance the functionality of the Exclusive Resolver API and ensure the optimal performance of the 1inch Fusion Mode.

6.   SLA Exclusions

6.1. This SLA does not apply to any:
1) features and functionality that are not explicitly included in this SLA;
2) any disruptions or changes in the normal process of operation of the Fusion Mode within 1inch's direct control or by force majeure events beyond the 1inch's direct control;
3) force majeure events and other issues beyond the Resolver's direct control that prevent normal operation of the Resolver within the 1inch Fusion Mode, provided that immediate notice is given to 1inch by the Resolver.