1inch Network
Terms of Use for Resolvers

Last updated: November 12, 2026
Effective from: November 12, 2026

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.

For the purposes of these Terms, references to "1inch", "we", "us", and "our" mean the Foundation, acting directly or, where the context indicates, through its affiliates, contributors, or designated operators. Degensoft Ltd., a British Virgin Islands company and the operator of the DevPortal ("**Degensoft**"), acts as the designated onboarding and verification operator under these Terms: the Compliance Procedures (including identification and know-your-business checks) are conducted by or through Degensoft, and Access NFTs are issued and administered by or through Degensoft (each as defined below). The Foundation remains your counterparty under these Terms, acting as the off-chain representative of the 1inch DAO; Degensoft is not a party to these Terms, but 1inch affiliates, contributors, and designated operators (including Degensoft) may rely on and enforce the provisions of these Terms expressed in their favor.

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, 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.
- “Evident Error Order” refers to an Order (including, mutatis mutandis, any Aqua Fill) whose terms or execution parameters deviate so materially from prevailing market conditions for the relevant token(s) at the time of the Order’s creation or filling, including, without limitation, as a result of a manifest error in the creation, submission, or parameterisation of the Order (whether by the Maker or by any interface, integration, or automated system acting for or on behalf of the Maker), mistaken token amounts or decimals, an exchange rate or limit price set manifestly inconsistently with prevailing market rates, a minimum return, slippage, or other protective parameter set at a level manifestly failing to reflect the Maker's evident economic intent, or an order size manifestly disproportionate to the liquidity available in the relevant market, that a professional market participant acting reasonably would recognize the Order as resulting from an evident mistake rather than a deliberate trading decision. The determination that an Order constitutes an Evident Error Order shall be made by 1inch, including through the 1inch technical team, acting reasonably.
- "Excess Value" refers to the positive difference between (a) the value received by the Resolver, or any of its affiliates or persons acting in concert with it, from filling an Evident Error Order and (b) the fair market reference value, at the time of filling, of what the Resolver provided in exchange, less the Resolver's reasonable and documented execution costs (including Gas Fees

and, where applicable, Safety Deposits) and a customary execution margin. Where such difference cannot reasonably be determined, Excess Value shall mean any profit, gain, or benefit derived by the Resolver, directly or indirectly, from or in connection with the filling of the Evident Error Order, as reasonably determined by 1inch.

- "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 include the Whitelisted Resolver, the Permissioned Proxy, and any other Resolver that is contributing in any capacity to fill the Orders by such Permissioned Proxy. The terms Resolver and Taker shall equally include any individual or legal entity that executes Aqua Fills, and references in these Terms to the Orders or to the filling (execution) of the Orders shall, where applicable by their nature, be construed as including Aqua Fills.
- "1inch Aqua" refers to the shared liquidity protocol accommodated by a set of source-available smart contracts that maintain onchain accounting of token allowances authorised by liquidity providers from their own wallets, enabling swaps to be executed against such allowances at parameters set by the respective liquidity provider.
- "Aqua Position" refers to a set of parameters (including token pair, price range, fee, and allocated amounts) recorded onchain by a liquidity provider against its own wallet through 1inch Aqua, against which swaps may be filled. "Aqua Fill" refers to a swap executed by the Resolver against an Aqua Position.
- "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. You may equally be granted access to execute Aqua Fills, subject to these Terms, including the Use of 1inch Aqua section below.

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. Solely for the purposes of these Terms, references to the "Protocols" shall be construed as including 1inch Aqua, save that this inclusion does not extend to, and nothing in these Terms shall be construed as characterising, the ownership or governance of 1inch Aqua. 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.

MCP Server and Automated Tools. Certain Access Points or related services may include tools enabling programmatic, automated, or AI-assisted interaction with the Protocols (including, without limitation, order submission, order filling, order management, execution strategies, and related activities) (the “MCP Server”). For the avoidance of doubt, the MCP Server and any related automation or AI-assisted functionality constitute part of the Access Points and related services for purposes of these Terms.

Use of such functionality may result in autonomous or prompt-based execution of blockchain transactions or resolver actions. You acknowledge that any use of the MCP Server is undertaken at your

sole risk. The Foundation does not review, monitor, validate, or approve prompts, agent logic, automation strategies, transaction parameters, or execution decisions. You remain solely responsible for implementing appropriate safeguards, approval flows, wallet security measures, and risk controls. Nothing in the MCP Server constitutes financial, investment, trading, or portfolio management advice or creates any fiduciary relationship.

Use of the MCP Server is further subject to any applicable Legal Notice and Disclaimer made available with the relevant repository, documentation, or Access Point, which are incorporated herein by reference and form part of these Terms.

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. For the avoidance of doubt, this Section applies equally to any costs, parameters, or fees applied within the execution of Aqua Fills, including position-level swap fees set by liquidity providers, which are applied within the execution rate, together with any protocol-level fee component applied to or deducted from such position-level swap fees pursuant to fee parameters adopted through applicable governance processes (as published from time to time), and are final and irreversible once processed through the smart contracts.

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. You acknowledge that onboarding as a Resolver is effected through the 1inch Business developer portal at business.1inch.com (the "1inch Business"), operated by Degensoft, and that registration on the 1inch Business is separately subject to the 1inch Business Terms of Service ("1inch Business Terms"). These Terms are independent of and do not supersede the 1inch Business Terms. In the event of any conflict or inconsistency between these Terms and the 1inch Business Terms with respect to your activities as a Resolver, these Terms shall prevail; the 1inch Business Terms continue to govern your registration and use of the 1inch Business itself. The Compliance Procedures are conducted by or through Degensoft as the designated onboarding and verification operator.

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.

Sanctions Compliance. You shall at all times comply with all sanctions laws and regulations applicable to you and to your activities as the Resolver. You represent and warrant, on a continuing basis, that neither you nor any of your directors, officers, or direct or indirect beneficial owners is listed on, or owned or controlled by any person listed on, any Sanctions Lists, or located, organised, or resident in any Prohibited Locality. You shall not fill any Order or execute any Aqua Fill for, on behalf of, at the direction of, or for the benefit of any such person. You shall notify us immediately in writing if any of the foregoing ceases to be true, or if you become subject to any sanctions-related designation, investigation, or enforcement action. Any breach of this paragraph constitutes a material breach of these Terms and may result in immediate suspension or termination of your status as the Resolver and deactivation of any Access NFT, without prior notice and without liability.

*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. For the purposes of this paragraph, affiliates and group entities of the Resolver are third parties unless they have separately completed the verification procedure.

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. The Access NFT may be issued, suspended, or revoked by 1inch directly or through an affiliate or designated operator (including Degensoft as the onboarding and issuance operator).

The Access NFT is personal to the verified Resolver. You shall not sell, lend, lease, share, or otherwise make the Access NFT or the associated calling address available to any third party, nor use the Access NFT to submit, route, proxy, or execute the Orders, Aqua Fills, or any other transactions on behalf of, or for the benefit of, any third party that has not itself completed the verification procedure. Any such conduct constitutes a material breach of these Terms and may result in immediate suspension or revocation of the Access NFT and termination of your status as the Resolver, without prejudice to any other available remedies. You shall promptly notify us of any actual or suspected compromise of any calling address to which an Access NFT has been issued.

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.

Information and Records. Upon 1inch's request, the Resolver shall promptly provide records, data, logs, and explanations concerning any Order or Aqua Fill filled by the Resolver, its resolver infrastructure, or any other matter relevant to compliance with these Terms, and shall retain such records for a period of no less than three (3) months. Failure to provide such information without reasonable justification constitutes a material breach of these Terms.

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, or other causes 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 to ensure proper resolution of the incident and prevent recurrence.
- To preserve fairness toward Makers and trust in the Protocols, act in good faith toward any Maker whose Order results from an evident mistake. Accordingly, the Resolver shall: (i) promptly notify 1inch upon becoming aware that it has filled, or may have filled, an Evident Error Order; (ii) cooperate fully and in good faith with 1inch in reviewing any transaction that 1inch identifies as potentially involving an Evident Error Order, whether identified through the Resolver's notification, 1inch's own monitoring, or a Maker's complaint; and (iii) where 1inch determines that the Resolver has filled an Evident Error Order and obtained Excess Value, regardless of whether the Resolver was at fault and regardless of whether the filling complied with the technical parameters of the Order, return the Excess Value to the affected Maker, or to an address designated by 1inch for the Maker's benefit, without undue delay and in any event within five (5) business days of 1inch's notification of such determination.

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. This paragraph applies

equally to the execution of Aqua Fills, including any attempt to manipulate, abuse, or circumvent the access conditions embedded in Aqua Positions. You shall not execute Aqua Fills against Aqua Positions created or controlled by you or your affiliates, or coordinate fills with any liquidity provider, for the purpose of generating artificial volume, fees, rankings, or eligibility for any incentive program. Such conduct constitutes a material breach. This paragraph likewise prohibits wash trading, self-dealing fills, collusive or circular execution, and any artificial activity designed to inflate volumes or to manipulate incentive metrics, protocol statistics, or the allocation of rewards under any incentive or reward program operated by 1inch, the 1inch DAO, the 1inch Foundation, or any third party.

Any use of non-public information obtained through the 1inch Relayer, the Exclusive Resolver API, or any other Access Point — including pending Order data, auction parameters, or Aqua Position data — to front-run, trade ahead of, or otherwise disadvantage any Maker, liquidity provider, or other Resolver constitutes a material breach of these Terms.

Evident Error Orders. The filling of an Order in compliance with its technical parameters does not, of itself, entitle the Resolver to retain Excess Value obtained from an Evident Error Order. Where 1inch determines that an Order filled by the Resolver constitutes an Evident Error Order, the 1inch technical team will notify the Resolver of the required remediation steps, including the return of the Excess Value to the affected Maker. The Resolver shall perform these actions without any delay. Refusal or failure to do so constitutes a material breach of these Terms and may result in the suspension or revocation of the Access NFT, removal from the whitelist, suspension of access to the Exclusive Resolver API, exclusion from incentive programs and set-off of the Excess Value against any accrued or future rewards, in each case at 1inch's sole discretion and without prejudice to any other available remedies. This paragraph applies equally to Aqua Fills. Nothing in this paragraph obliges 1inch to detect, investigate, or remediate any Order, or creates any obligation or liability of the Foundation toward any Maker or any other person.

Unintended Outcomes; Disgorgement. Without limiting the foregoing, where the filling of any Order or Aqua Fill, or any other interaction of the Resolver with the Protocols, 1inch Aqua, or any Access Point, results, for whatever reason and regardless of the Resolver's fault (including as a result of any error, malfunction, misconfiguration, mispricing, or other failure of any smart contract, protocol, interface, oracle, integration, or other system, or any other circumstance producing an outcome manifestly inconsistent with the intended operation of the Protocols or the evident economic intent of the parties to the transaction, in the Resolver or any of its affiliates obtaining a manifestly disproportionate benefit at the expense of 1inch, any Maker, liquidity provider, or other participant) the Resolver shall promptly notify 1inch, cooperate fully and in good faith with 1inch in reviewing the relevant circumstances, and, upon 1inch's notification, take such remedial steps as 1inch may reasonably direct, including the return or disgorgement of such benefit in whole or in part. The provisions of these Terms applicable to Evident Error Orders, including the consequences of refusal or failure to comply, shall apply mutatis mutandis.

Exploitation of Malfunctions; Responsible Disclosure. The Resolver shall not knowingly exploit any error, defect, vulnerability, malfunction, or mispricing in or affecting the Protocols, 1inch Aqua, any Access Point, or any oracle, interface, or other system relied upon in the creation or filling of Orders. The Resolver shall promptly report to 1inch any such error, defect, vulnerability, malfunction, or mispricing of which it becomes aware, and shall keep such information confidential in accordance with these Terms. Any knowing

exploitation, or failure to report, constitutes a material breach of these Terms. Any benefit obtained through conduct prohibited by this paragraph shall be subject to return or disgorgement in accordance with the provisions applicable to Evident Error Orders, mutatis mutandis.

Compensation of Makers; Subrogation. Where 1inch, any of its affiliates, contributors, or designated operators elects, at its sole discretion and without any obligation to do so, to compensate any Maker or other affected person in connection with any conduct of the Resolver, any Evident Error Order, or any other circumstance giving rise to a return or disgorgement obligation of the Resolver under these Terms, the paying entity shall be subrogated, to the extent of the amount paid, to all rights and claims of the compensated person against the Resolver, and the Resolver shall reimburse the paying entity for such amount upon demand. No such compensation shall constitute an admission of any obligation or liability toward any Maker or other person.

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.

9. Use of 1inch Aqua

Added Functionality; Application of the Terms. 1inch Aqua is additional functionality made available to the Resolvers that have completed the verification procedure. These Terms apply equally and in full to your activities in connection with 1inch Aqua. Where any provision of these Terms refers to the Orders, the filling (execution) of the Orders, or related functionality, such provision shall apply mutatis mutandis to Aqua Fills to the extent applicable by its nature. By executing any Aqua Fill, or by retaining or using an Access NFT issued in respect of 1inch Aqua, you acknowledge and accept these Terms as they apply to 1inch Aqua.

Access. Execution of Aqua Fills against Aqua Positions created through certain Access Points may require the Resolver to hold a valid Access NFT issued in respect of 1inch Aqua for the relevant blockchain network, in accordance with the Access NFT provisions of these Terms. The access condition is embedded in the relevant Aqua Position and verified onchain at the moment of each Aqua Fill; an Aqua Fill attempted without a valid Access NFT will fail.

Principal Capacity. In executing Aqua Fills you act exclusively as principal, in your own interest and at your own risk. Nothing in these Terms or in your interaction with 1inch Aqua constitutes you an agent, broker, or representative of any liquidity provider, the Foundation, or any other entity, or creates any partnership, joint venture, or fiduciary relationship.

No Control; No Availability Guarantee. You acknowledge that 1inch Aqua maintains onchain accounting of token allowances only and does not hold tokens. All tokens remain in the respective liquidity provider's own wallet; each Aqua Position is created, configured, funded, and closed solely by the respective liquidity provider, and the underlying allowances may be reduced, spent, or revoked by the liquidity provider at any time. Neither the Foundation nor any other 1inch entity operates, controls, or manages Aqua Positions or the liquidity backing them: no such entity is able to create, modify, or close any Aqua Position, to move, reserve, or replenish any liquidity provider's tokens, to compel any Aqua Fill to execute, or to reverse or alter any settlement once executed. Liquidity displayed, quoted, or otherwise discoverable in respect of Aqua Positions reflects authorised allowances; the same wallet balance may back multiple Aqua Positions concurrently, and the liquidity available for any Aqua Fill at the moment of execution may accordingly be less than the liquidity displayed or quoted. Any Aqua Fill may fail (revert), including where the liquidity provider's wallet balance is insufficient or where any condition of the Aqua Position is not met. You bear all costs of failed or reverted Aqua Fills, including Gas Fees, and shall have no claim against any liquidity provider, the Foundation, or any other entity in respect of the availability, depth, continuity, or execution of Aqua liquidity. No representation, warranty, or guarantee is made as to the availability of Aqua Positions or the volume, frequency, or profitability of Aqua Fills.

No Exclusivity. The issuance of an Access NFT in respect of 1inch Aqua confers no exclusive, continuing, or guaranteed right of access to Aqua Positions or Aqua liquidity. Access conditions are set at the level of each Aqua Position and may differ or change for future Aqua Positions; additional takers may be verified and credentialed, and the access design may be modified, extended, or removed, in each case at any time, without notice, and without compensation or liability.

Code License; Protocol Design. The 1inch Aqua smart contracts are made available on a source-available basis under the Degensoft Aqua Source License 1.1, as published (the "**Aqua License**"), and remain the proprietary property of the licensor thereunder. Your execution of Aqua Fills through interaction with the canonical deployed 1inch Aqua smart contracts does not, of itself, grant you any license to the underlying code; any use, reproduction, modification, distribution, or deployment of such code beyond such interaction is governed exclusively by the Aqua License, and nothing in these Terms grants, enlarges, or restricts any rights thereunder. You further acknowledge that the deployed 1inch Aqua smart contracts are immutable and non-upgradable and incorporate no administrative pause or upgrade

functions; the conditions applicable to any Aqua Fill are those embedded in the relevant deployed contracts and the relevant Aqua Position (including access-credential conditions and applicable fee logic), applied programmatically at execution. New or additional versions or deployments of 1inch Aqua may be released from time to time with different parameters, conditions, or code, without notice; these Terms apply to your interaction with any such version, and no obligation exists to maintain, support, or continue any particular deployment.

10. 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.

Survival of Settlement Obligations. Exit or termination of your status as the Resolver, howsoever arising, does not affect obligations accrued prior to the effective date of exit or termination. Without limitation, your obligations in respect of any in-flight Orders or Aqua Fills, escrows, Safety Deposits, source-chain returns, reimbursement, Evident Error remediation and return of Excess Value and cooperation with lawful requests survive exit or termination and remain binding until fully discharged.

(if applicable and enabled) Incentive Programs (Farms). Subject to the Delegation Farm Wind-Down (Temporary) paragraph below, 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.

(temporary) Delegation Farm Wind-Down. This paragraph applies to each Resolver that has created or operates a Delegation Farm and governs the rescue and distribution of rewards held in Delegation Farms. The Foundation does not control any Delegation Farm or the funds held in it and has no relationship with the Delegators. However, as the Delegation Farms operate within the 1inch ecosystem, the Foundation has an interest in protecting the integrity and reputation of the 1inch Network, and therefore sets out the following rules, which bind each Resolver. Nothing in this paragraph creates any obligation or liability

of the Foundation towards any Resolver, Delegator or other person, or changes the Foundation's role or position as described in these Terms. The Foundation may exercise any right or take any step under this paragraph itself or through any person it designates, including Degensoft, and references in this paragraph to the Foundation include any such designated person.

- *Definitions.* In this paragraph: "Delegation Farm" means any 1inch Delegation farm created by or for a Resolver through which Delegates earn 1INCH rewards for delegating Unicorn Power to that Resolver, whether active or inactive; "Delegators" means the Delegates and former Delegates of a Delegation Farm who are entitled to rewards in it; "Rescued Funds" means all tokens withdrawn from a Delegation Farm by calling the rescueFunds function; and "Distribution List" means the list of all Delegators entitled to rewards in a Delegation Farm and the amounts owed to each of them, as compiled by the Resolver (or its Distributor) from the records of that Delegation Farm or, where the Foundation makes such a list available, that list as verified by the Resolver (or its Distributor).

  In this paragraph, references to the Resolver include any former Resolver that created or operates a Delegation Farm. Where a Delegation Farm is created or operated for a Resolver by a third party (a "Distributor"), the Resolver shall procure that the Distributor complies with this paragraph, and any act or omission of the Distributor shall be treated as an act or omission of the Resolver.

- *Interpretation.* Under the Incentive Programs (Farms) paragraph of Section 10, the Resolver's commitment within the farm remains binding and the Resolver must ensure that the Delegates are able to claim the incentives at any time. This paragraph interprets and applies that existing obligation, which binds every Resolver that has created or operates a Delegation Farm.
- *Claim deadline.* Delegators may claim their rewards and undelegate until the date designated in the Foundation's public communications ("Claim Deadline").
- *Rescue and distribution.* After the Claim Deadline, the Resolver shall: (i) call, or procure that its Distributor calls, rescueFunds on each of its Delegation Farms when the Foundation requests; (ii) distribute to each Delegator the amount owed to it as set out in the Distribution List, within the period indicated in the Foundation's communications; (iii) carry out the rescue and the distribution, for which it may use the script and step-by-step instructions made available by the Foundation, which are provided as guidance for convenience only, may not be relied on, and shall be independently reviewed and verified by the Resolver before use; and (iv) confirm completion to the Foundation and, on request, provide evidence of each transfer, including transaction hashes.
- *No retention.* Amounts owed to Delegators are not rewards, fees, or any other entitlement of the Resolver. The Resolver holds those amounts for the Delegators until they are distributed, and shall not retain, use, pledge, or set off any of them against any amount, including any amount the Resolver claims from the Foundation or any Delegator.
- *Verification, screening and audit.* Before distributing, the Resolver shall verify the Distribution List against the records of the Delegation Farm and promptly notify the Foundation of any discrepancy before distributing the amount concerned, and the parties shall cooperate in good

faith to resolve it. The Resolver shall also carry out its own screening of the Delegator wallets, including sanctions checks, in accordance with its sanctions and wallet-screening controls under Section 5. The Resolver shall pay each Delegator the amount owed to it, unless the Resolver reasonably determines, in accordance with those controls, that such payment would breach applicable sanctions laws, in which case it shall promptly notify the Foundation. The Foundation may, in the interest of protecting the integrity and reputation of the 1inch Network and the Foundation, audit the Resolver's rescue and distribution, including any decision not to pay a Delegator, and require the Resolver to provide any information, explanation, and evidence it reasonably requests, which the Resolver shall provide without undue delay.

- *Confirmation by conduct.* By calling rescueFunds on a Delegation Farm, the Resolver confirms and, to the extent not already bound, accepts its obligations under this paragraph, including to distribute to each Delegator all amounts owed to it.
- *Breach.* Any refusal or failure to comply with this paragraph constitutes a material breach of these Terms. The consequences set out in the Evident Error Orders paragraph of Section 5 (including suspension or revocation of the Access NFT, removal from the whitelist, suspension of access to the Exclusive Resolver API, exclusion from incentive programs, and set-off against any accrued or future rewards) and the Compensation of Makers; Subrogation paragraph of Section 5 apply mutatis mutandis, with references to Excess Value read as references to amounts owed to Delegators and not distributed in accordance with this paragraph and references to Makers read as references to the Delegators. This is without prejudice to the Foundation's rights under the Suspension and Termination paragraph of this Section and the last paragraph of Section 13, including to withhold any accrued or future rewards or incentives. Without limiting the foregoing, the Foundation may require the Resolver to perform its obligations under this paragraph, including by seeking specific performance or injunctive relief, and the Resolver shall indemnify and hold harmless the Foundation against any losses, claims, costs and expenses (including reasonable legal fees) arising from its refusal or failure to comply with this paragraph, including any loss of or damage to the goodwill or reputation of the Foundation or the 1inch Network.
- *Protective steps.* By creating, holding, or operating a Delegation Farm, the Resolver consents that, where it does not call rescueFunds or distribute amounts owed in accordance with this paragraph, the Foundation may, at its sole discretion and without any obligation to do so, take such steps as are technically available to secure the funds held in the Delegation Farm and distribute them to the Delegators. This consent forms part of the existing obligations referred to in the Interpretation sub-paragraph above. The Foundation shall have no liability to the Resolver or any other person for taking, or not taking, any such step.
- *No liability of the Foundation.* The Distribution List, the script, and any instructions are provided "as is". Foundation does not guarantee that they are accurate, complete, or error-free, does not hold or control the Rescued Funds, and assumes no obligation or liability toward the Resolver, any Delegator, or any other person in connection with the rescue or distribution of Rescued Funds. The Resolver remains solely responsible for its own transactions, including the security of its keys and wallets, and any Gas Fees and other costs.

- *Precedence and sunset.* This paragraph prevails over the Incentive Programs (Farms) paragraph above to the extent of any inconsistency. It applies until the Foundation announces that the wind-down of the Delegation Farms is complete, after which it lapses. Any obligation under this paragraph that arose before then, including to distribute amounts owed to Delegators, survives in accordance with the Survival of Settlement Obligations paragraph of this Section until fully discharged.

(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.

Suspension and Termination. Without prejudice to any other provision of these Terms, we may suspend, restrict, or terminate your status as the Resolver, and/or your access to the Protocols, 1inch Aqua, the Exclusive Resolver API, any Access Point, or any related functionality, in whole or in part, at any time, for any reason or no reason, with or without notice, and without any liability to you. Pending any review or investigation, we may likewise withhold any accrued or future rewards or incentives up to the amount reasonably in dispute; withheld amounts shall be released or applied following the conclusion of the review. Any such suspension or termination shall automatically result in the suspension or deactivation of the corresponding Access NFT. The Survival of Settlement Obligations provisions of this Section apply to any termination under this paragraph.

11. 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.

12. 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, suspend, update, or terminate any incentive program at our sole discretion, with notice where reasonably practicable. Participation may be subject to eligibility requirements, geographic restrictions, and compliance screening (including sanctions screening). Rewards are not guaranteed, and we may withhold, cancel, or recover any reward, and exclude any participant, in the event of wash trading, self-dealing, market manipulation, Sybil or other artificial activity, circumvention of restrictions, or any other fraudulent, abusive, or non-compliant conduct, or where required by applicable law.

13. 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, designated operators or representatives 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, 1inch Aqua 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 or source-available 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.
- Any data, quotes, or information made available in connection with the Protocols or through any Access Point or related service — including, without limitation, order data, auction parameters, displayed or quoted liquidity, position parameters, availability or coverage indicators, whitelists, and analytics — is provided for informational purposes only, may be incomplete, delayed, or inaccurate, and does not constitute a representation as to onchain state or an offer, invitation, or inducement to execute any transaction. You are solely responsible for independently verifying the actual onchain state before filling any Order or executing any Aqua Fill, and we accept no liability for any decision made or transaction executed in reliance on such data.
- Makers, liquidity providers, and any other counterparties to the Orders or Aqua Fills are independent third parties acting for their own account. We do not verify, endorse, curate, or assume any responsibility for any Order or Aqua Position, its parameters or pricing, or the conduct of any Maker or liquidity provider — including the cancellation of any Order or the reduction, spending, or revocation of the allowances backing an Aqua Position. Your interaction with any Order or Aqua Position is solely between you and the relevant counterparty, effected through the deployed smart contracts.
- We make no representations regarding any token involved in any Order or Aqua Position, including its nature, value, liquidity, security, redeemability, or smart-contract behavior. You are solely responsible for assessing any token before filling any Order or executing any Aqua Fill.
- In registering and/or acting as a Resolver, you have not relied on, and shall have no remedy in respect of, any statement, representation, warranty, assurance, promise, understanding, or other communication, whether oral or written, published on 1inch.network, contained in documentation, technical materials, presentations, governance discussions, public communications, demonstrations, or otherwise, except as expressly set out in these Terms. No such statement, representation, warranty, assurance, promise, understanding, or other communication shall form part of these Terms or create any obligation or liability for the Foundation unless expressly set out herein.
- 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.

- Any determination, notification, or enforcement action in respect of Evident Error Orders is a protocol-integrity measure undertaken at our discretion. We assume no duty to any Maker, Resolver, or other person to detect, investigate, or remediate any Evident Error Order, and we shall not be liable for any determination made or not made, or for any action taken or not taken, in connection with the Evident Error provisions of these Terms. You irrevocably waive any claims against the Foundation, its affiliates, contributors, and designated operators arising from or relating to any such determination or enforcement action.
- 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.
- You are solely responsible for determining, reporting, and discharging any and all tax obligations arising from your activities as the Resolver, including in respect of any incentives, rewards, or other amounts received in connection with filling the Orders or executing Aqua Fills.
- To the fullest extent permitted by applicable law, the aggregate liability of the Foundation and its affiliates, contributors, and designated operators arising out of or in connection with these Terms and your activities as the Resolver, howsoever arising, shall not exceed USD 10,000.
- By acting and/or registering as the Resolver, you agree to indemnify and hold harmless the Foundation, its affiliates, partners, designated operators (including Degensoft) and representatives from any claims, damages, losses, or liabilities arising in connection with you acting as the Resolver, including any claim by a Maker, liquidity provider, or other third party arising from your filling (execution) of any Order or Aqua Fill, any breach by you of these Terms, or any violation by you of applicable law, including sanctions laws, and any claim, investigation, inquiry, or enforcement action by any governmental, regulatory, or law-enforcement authority arising from or relating to your activities as the Resolver.
- Where 1inch reasonably suspects any breach of these Terms, including in connection with any Evident Error Order or any conduct described in this Section, 1inch may, pending investigation and without prior notice, temporarily suspend or restrict the Resolver's access to the Protocols, 1inch Aqua, the Exclusive Resolver API, or any related functionality, and withhold any accrued or future rewards or incentives up to the amount reasonably in dispute. No such interim measure shall constitute a determination of breach or give rise to any liability of 1inch, and any withheld amounts shall be released or applied following the conclusion of the review.

14. Miscellaneous

Updates to the Terms. 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 effective 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 a 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.

Entire Agreement. These Terms, together with the 1inch.network Terms of Use, the 1inch.network Privacy Policy, and any other terms, policies, notices, annexes, or documents expressly incorporated herein by reference, constitute the entire agreement between the Foundation and the Resolver with respect to the subject matter hereof and supersede all prior and contemporaneous agreements, negotiations, discussions, understandings, representations, and communications, whether oral or written, relating thereto. In the event of any conflict or inconsistency between these Terms and the 1inch.network Terms of Use, the 1inch Business Terms, or any other document incorporated by reference, in each case with respect to your activities as a Resolver, these Terms shall prevail; the 1inch Business Terms continue to govern your registration and use of 1inch Business itself, and the 1inch.network Terms of Use continue to govern your use of 1inch.network generally.

Assignment. The Resolver may not wholly or partly assign, transfer, delegate, or otherwise dispose of its rights and/or obligations under these Terms without the Foundation's prior written consent. The Foundation may freely assign, transfer, delegate, or otherwise dispose of any of its rights or obligations under these Terms. These Terms shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

Relationship of the Parties. Nothing in these Terms creates, or shall be construed as creating, any partnership, joint venture, agency, employment, or fiduciary relationship between you and the Foundation or any 1inch affiliate, contributor, or designated operator. You act at all times as an independent principal.

No Third-Party Beneficiaries. Except as expressly provided in these Terms — including the right of 1inch affiliates, contributors, and designated operators (including Degensoft) to rely on and enforce the provisions of these Terms expressed in their favor — these Terms do not confer any rights or remedies on any third party.

Severability. If any provision of these Terms is found invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect the validity, legality, or enforceability of such provision in any other jurisdiction or of any other provision of these Terms.

No Waiver. No failure or delay by the Foundation in exercising any right, power, or remedy under these Terms shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any further exercise thereof.

Survival. Upon termination of these Terms for any reason, all provisions which by their nature are intended to survive termination, including without limitation provisions relating to disclaimers, indemnification, liability limitations, compliance obligations, confidentiality, cooperation with authorities, and dispute-related rights and obligations, shall survive such termination.

Governing Law. These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the laws of the Cayman Islands.

Dispute Resolution. Any dispute arising out of or in connection with these Terms, including any question regarding their existence, validity, or termination (a "**Dispute**"), shall first be the subject of good-faith negotiation between the parties for a period of thirty (30) days following written notice of the Dispute. Any Dispute not resolved within that period shall be finally and exclusively settled by binding arbitration administered by the London Court of International Arbitration under the LCIA Arbitration Rules in effect at the time of filing, before a single arbitrator appointed in accordance with those Rules. The seat of the arbitration shall be the Cayman Islands, and the language of the arbitration shall be English. The arbitration proceedings and any award shall be kept confidential. Each party may bring claims against the other only in its individual capacity, and not as a claimant or class member in any purported class, collective, consolidated, or representative proceeding. Judgment on any award may be entered in any court of competent jurisdiction. To the extent any Dispute is determined not to be subject to arbitration, the parties irrevocably submit to the exclusive jurisdiction of the courts of the Cayman Islands and waive any objection to venue there. Nothing in this section prevents either party from seeking injunctive or other equitable relief in any court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of intellectual property rights (including rights under the Aqua License) or unauthorized access to or interference with the Protocols or related infrastructure. Any Dispute must be commenced within twelve (12) months after the date on which the underlying claim arose, failing which it is permanently barred.

Class Action Waiver. To the fullest extent permitted by applicable law, any dispute, controversy, or claim shall be brought in a party's individual capacity only, and not as a claimant or member of any class, collective, or representative proceeding. Each party waives any right to commence or participate in any class action against the other.

Confidentiality. You shall keep confidential, and use solely for the purposes of your activities as the Resolver, all non-public information made available to you in connection with these Terms or your onboarding, including non-public documentation, specifications, API endpoints and credentials,

performance data, security-incident information, and communications with the Foundation, Degensoft, or the 1inch technical or analytics teams. This obligation does not apply to information that is or becomes publicly available other than through your breach, or that you are required to disclose by law, regulation, or a competent authority, provided that, to the extent permitted, you give prompt written notice of such required disclosure. This obligation survives any exit, suspension, or termination of your status as the Resolver.

Force Majeure. Neither the Foundation nor any of its affiliates, contributors, or designated operators shall be liable for any failure or delay in performance resulting from events beyond its reasonable control, including natural disasters, war, terrorism, riots, epidemics or pandemics, government action or regulation, network or blockchain failures, congestion, forks or outages, protocol or smart-contract failures, cyberattacks, power or telecommunications failures, or failures or degradation of third-party infrastructure.

Notices. Any notices or communications relating to these Terms shall be made in writing and delivered through the communication channels designated by the Foundation from time to time, including via foundation@1inch.network, the 1inch Business, or other authorised means of communication. Notices to the Foundation shall be sent to foundation@1inch.network unless otherwise specified.

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.