

1inch Business Terms of Service

Last Updated: July 27, 2026

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

These Terms incorporate [1inch Business Privacy Policy](#) by reference.

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

1. Definitions

"1inch Business" means the website and developer portal operated by 1inch at business.1inch.com (the "DevPortal"), which serves as the primary onboarding and access management platform for the product offerings at business.1inch.com, including API Customer, Professional Market Maker integrations, and Resolver participation.

"API Customer" means a User that accesses the Service through the 1inch API for commercial or non-commercial purposes pursuant to these Terms or a separate Commercial API agreement, and who is not onboarding as a PMM or Resolver.

"Application Programming Interfaces" or **"API"** or **"1inch API"** means any application programming interface offered by 1inch at 1inch Business, which may include object code, software libraries, software tools, sample source code, published specifications and Documentation. 1inch API shall include any future, updated or otherwise modified version(s) thereof furnished by 1inch (in its sole discretion) to User.

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

"Professional Market Maker" or "PMM" means a liquidity provider that integrates its market-making API with 1inch through the DevPortal and is subject to the 1inch Liquidity Provider Integration Agreement in addition to these Terms.

"Resolver" means any individual or legal entity that fills Orders and onboards through the DevPortal, subject to the 1inch Network Terms of Use for Resolvers in addition to these Terms.

"User", "you", or "your" means you, provided that you are an individual over the age of 18, or the authorized representative of an entity that will be granted access to the Service, including as an API Customer, a PMM, or a Resolver.

2. Service

1inch Business provides access to the API and related services and functionalities. Some of our API have a public API version available free of charge for non-commercial use only, subject to the terms and conditions outlined below ("**1inch Public API**" or "**Public API**"). If you wish to use our API for commercial purposes, you must select a subscription plan in accordance with Commercial API Terms of Use.

These Terms apply to any and all use of the APIs, except to the extent that the User and 1inch have entered into a separate written agreement that expressly states it supersedes or prevails over these Terms.

The DevPortal serves as the onboarding entry point for all Users. API Customers access the Service on the terms set out herein. PMMs and Resolvers additionally execute product-specific agreements — the 1inch Liquidity Provider Integration Agreement and the 1inch Network Terms of Use for Resolvers respectively — which supplement these Terms. Where any conflict exists between these Terms and a product-specific agreement, the product-specific agreement prevails with respect to its subject matter.

1inch Public API. The Public API is provided solely for limited, non-commercial use. For the purposes of these Terms, “non-commercial use” shall mean strictly personal use on a short-term and limited basis, such as (i) for a very limited period reasonably necessary to evaluate whether the user wishes to engage with the Commercial API, provided such testing is limited to the individual user directly accessing the Public API and its services, or (ii) for individual access to functionality otherwise available through the 1inch frontend. Any use of the Public API in connection with profit-generating activities, trading activity, or in the course of any business (whether or not formally registered) shall constitute commercial use and is expressly prohibited under these Terms.

Any use of the Public API outside of the “non-commercial” use described above, whether intentional or unintentional, shall be deemed commercial use and will be subject to the Commercial API Terms of Use. 1inch reserves the right, in its sole discretion, to suspend or terminate access to the Public API, or require the user to enter into the Commercial API Terms of Use, where usage exceeds or falls outside the permitted non-commercial scope.

The Public API usage cannot exceed sixty (60) requests per minute. 1inch reserves the right to change the limit of requests per minute at any time and in any way at its sole discretion without any prior notice or other obligations to you whatsoever. In addition, if your usage reaches substantial volumes, repeatedly exceeds the stated limits, or otherwise occurs at a level that 1inch reasonably deems unsustainable for the Public API, such usage shall be considered commercial use or outside the intended scope of the Public API. In such cases, you will be required to obtain a commercial API package, and 1inch reserves the right to suspend or terminate your access until such a package is in place.

We reserve the right to monitor your use of the API, including your usage patterns and the number of requests made, to improve the Service and ensure that you comply with these Terms. If we determine, in our sole discretion, that you have exceeded the permitted usage or violated any of the Terms, or for any other reason at 1inch's sole discretion, we may immediately suspend or terminate your access to the API without prior notice.

Commercial Use. To use the API for commercial purposes—including, without limitation, in connection with trading activities, profit-generating services, or any use in the course of business—you must enter into a separate agreement with 1inch via 1inch Business, Commercial API Terms of Use or otherwise. For the avoidance of doubt, PMMs and Resolvers may access and use the Service for commercial purposes only in accordance with their applicable product-specific agreement, including, as applicable, the PMM Agreement or Resolver Terms, and not by virtue of the Commercial API Terms of Use unless expressly stated therein.

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

MCP Server and Automated Tools. The Services may include tools enabling programmatic, automated, or AI-assisted interaction with blockchain protocols (including, without limitation, swaps, order creation, order cancellation, threshold-based execution, and portfolio actions) (the “MCP Server”). For the

avoidance of doubt, the MCP Server and any related automation or AI-assisted functionality constitute part of the Service for all purposes of these Terms.

Use of such functionality may result in autonomous or prompt-based execution of blockchain transactions. You acknowledge that automated execution may result in significant financial loss due to market volatility, incorrect configuration, AI misinterpretation, latency, slippage, liquidity constraints, or technical malfunction. 1inch does not review, monitor, validate, or approve prompts, agent logic, automation strategies, or transaction parameters. You are solely responsible for implementing appropriate safeguards, approval flows, wallet security measures, and risk controls. The MCP Server does not provide financial, investment, trading, or portfolio management advice and does not create any fiduciary relationship.

Use of the MCP Server is further subject to the applicable [Legal Notice and Disclaimer](#) (made available with the repository or documentation), including without limitation the disclaimers relating to software functionality, AI-generated outputs, third-party systems, digital asset volatility, and automated execution risks, which are incorporated herein by reference and form an integral part of these Terms.

Third-Party Integrations and Developer Configurations. The Services may enable integration with third-party software, repositories, agent frameworks, or automation tools that are not owned or controlled by 1inch. You are solely responsible for reviewing, validating, and testing any third-party code, configuration, or software prior to installation or execution. You acknowledge and accept all risks associated with installing or running third-party software, including security vulnerabilities, malicious code, improper permissions, and unintended transaction execution. You are solely responsible for: (a) securing your API keys, private keys, credentials, and access tokens; (b) configuring permissions and execution parameters; (c) ensuring compliance with any applicable third-party licenses or terms. 1inch does not maintain, audit, or supervise third-party servers, community tools, or external repositories and assumes no responsibility for their performance or behavior.

Account Access. You acknowledge and agree that 1inch may, directly or through its authorised personnel, access and operate within your account on 1inch Business for the purposes of providing support, investigating and resolving technical issues, debugging, maintaining or improving the Service, ensuring compliance with these Terms, or protecting the security and integrity of 1inch Business and its systems (collectively, "Operational Access"). Operational Access may include viewing your account data (including applications, API keys, subscription and billing information, and related configurations) and, where reasonably necessary, taking actions within your account on your behalf, such as modifying application settings, rotating or regenerating API keys, or adjusting subscription or billing configurations. You expressly authorise 1inch to perform such Operational Access and actions without any separate approval, confirmation or instruction from you where 1inch reasonably determines that such actions are necessary for the purposes described in this Section.

You acknowledge that Operational Access may result in modifications to your account, applications, API keys, subscription or billing settings, configurations or other account information. To the maximum extent permitted by applicable law, 1inch shall not be liable for any loss, damage, interruption, temporary unavailability, configuration change or other consequence arising from Operational Access reasonably undertaken in accordance with this Section, except to the extent resulting from 1inch's gross negligence, fraud or wilful misconduct.

For the avoidance of doubt, Operational Access does not create any obligation on 1inch to provide support, monitoring, or account management services, and is without prejudice to the disclaimers and limitations set forth elsewhere in these Terms.

3. Registration

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

The DevPortal is the single registration point for all User types. Depending on intended activity, DevPortal registration may be followed by Compliance Procedures (Section 8) and execution of the applicable product-specific agreement. Completing DevPortal registration constitutes acceptance of these Terms, which apply concurrently with any such product-specific agreement.

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

For the avoidance of doubt, you may not create, or attempt to create, multiple accounts for the purpose of bypassing restrictions, limitations, or usage thresholds, including by using different names or identities. Where, following reasonable checks and due diligence, it is determined that multiple accounts are controlled by or ultimately benefit the same individual or entity, we reserve the right to suspend or terminate such accounts and to apply any relevant restrictions retroactively.

4. Grant of License

1inch hereby grants you a limited, non-exclusive, world-wide, non-transferable, non-sublicensable, royalty-free license to access and use the Services, limited to 1inch Public API, exclusively for the non-commercial purposes. You may not distribute, license (whether or not through multiple tiers), or otherwise transfer 1inch Public API to any third party, nor may you use it for commercial purposes. As defined above, the use of API for commercial purposes is subject to a separate agreement. For the avoidance of doubt, this Section 4 applies to access and use of the 1inch Public API under these Terms. Any access rights granted to PMMs, Resolvers or other commercial Users shall be governed by the applicable separate written agreement, product-specific terms, or other commercial terms agreed with 1inch.

Unless otherwise is specified in these Terms, you shall not, directly or indirectly:

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

5. Intellectual Property Rights

1inch or its licensors shall own and retain all proprietary rights, including all patent, copyright, trade secret, trademark and other intellectual property rights, in the Services, API and any corrections, bug

fixes, enhancements, updates, improvements, or modifications thereto ("**1inch Intellectual Property**") and you hereby irrevocably transfer, convey and assign to 1inch all of your right, title, and interest therein.

1inch shall have the exclusive right to apply for or register any patents, mask work rights, copyrights, and such other proprietary protections with respect thereto. 1inch shall have a perpetual, non-exclusive, royalty-free, world-wide license to incorporate into 1inch Intellectual Property or otherwise use any suggestions, enhancement requests, recommendations or other feedback it receives from you ("**Suggestions**"). You agree that 1inch has no obligation to you in connection with any Suggestions you submit to 1inch, and that 1inch is free to use any Suggestions without any attribution or compensation to you.

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

6. Restricted Use

You hereby covenant to:

- avoid deceptive, misleading or unethical practices that are, or might be, detrimental to 1inch;
- make no false or misleading representations with regard to 1inch;
- not publish, employ, or cooperate in the publication any misleading or deceptive advertising material with regard to 1inch;
- not reverse engineer, decompile, modify, disassemble or otherwise alter the API or any part thereof or otherwise reduce the API to human-perceivable form in whole or in part, except and only to the extent that such activity is expressly permitted by these Terms or applicable law;
- not disassemble, decompile, or reverse engineer the software components of the Service or any 1inch Intellectual Property that you may obtain access to;
- not interfere with or disrupt the integrity or performance of the Service;
- not attempt to gain unauthorized access to the Service or their related systems, networks or software;
- not use automated means (including bots, crawlers, or scraping tools) to access, extract, or harvest data from the Service except as expressly permitted through documented API endpoints;
- not remove, alter, or obscure any proprietary notices embedded with the Service, including copyright notices; and
- not cause or permit any third party to do any of the foregoing; or interfere in any manner with the enjoyment of the Service of any other user.

7. Representation and Warranties

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

- you have full right, power, legal capacity and authority to enter into and be bound by these Terms;
- you are not subject to the Sanction Lists and you are not a Restricted Person;
- you are solely and entirely responsible for compliance with all laws and regulations that may apply to you. 1inch has no obligation to inform you of any potential liabilities or violations of law or regulation that may arise in connection with your access and use of the Service and 1inch is not liable in any respect for any failure by you to comply with any applicable laws or regulations;
- you will not use the Services or the API for any unlawful, fraudulent, or illicit purpose, nor will you permit or assist any third party to do so;
- you are solely responsible for any decision to use the API and the Service, including the evaluation of any and all risks related to any order;
- you act solely on your own behalf and for your own account, and not as an agent, intermediary, or nominee for any other person.;

- you possess sufficient knowledge, skills, and experience to understand and evaluate the features, functions, and risks inherent in the Services and related technologies, including without limitation risks of regulatory change, volatility of digital assets, and the potential for financial loss, and you voluntarily assume all such risks;
- 1inch may, at its sole discretion, require you to provide information, documentation, or responses to security or compliance questionnaires in connection with your use of the Services, and you agree to promptly provide such information as requested, subject to applicable data protection requirements.

You have the obligation to ensure that:

- you conduct any necessary AML compliance checks (including sanctions screening, monitoring, and other relevant measures) as required by applicable laws and regulations;
- the API is not accessed or used in or through any Prohibited Locality;
- no individuals or entities located or registered in Prohibited Localities, or subject to Sanction Lists, or constituting Restricted Persons, including those owned, controlled, or acting on behalf of such persons, access or use the API.

For the purposes of this Section 7:

“Sanction Lists” means any sanctions designations listed on economic/trade embargo lists and/or specially designated persons/blocked persons lists published by the international organisations, as well as any state and governmental authorities of any jurisdiction, including, but not limited to the lists of the United Nations, the United States (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury (OFAC), the European Union (or any of its Member States), the United Kingdom, the British Virgin Islands, or any other authority with jurisdiction 1inch or User at the time of and during the validity hereof

“Prohibited Locality” means a country, region or territory that is the subject or target of comprehensive trade or economic sanctions, embargoes, or similar restrictive measures administered or enforced by the United Nations, the United States (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury (OFAC), the European Union (or any of its Member States), the United Kingdom, the British Virgin Islands, or any other authority with jurisdiction 1inch or User at the time of and during the validity hereof or any other state, country or region that is subject to Sanctions Lists.

“Restricted Persons” means any person or entity, which has been previously classified or otherwise identified by international organizations or any state and governmental authorities of any jurisdiction, as belonging or affiliated with the persons specially designated or otherwise included in the Sanction Lists. For the purposes of these Terms, Restricted Persons shall also include all persons or entities who reside in, are citizens of, are incorporated in, or have a registered office in the Prohibited Localities.

Origin Address. To enhance security and safety of the 1inch and 1inch environment and systems, subject to 1inch’s internal controls, the User hereby covenants to integrate the API into the user’s application in any technically viable way, which at all times shall facilitate that the Network Requests sent to the Services by the Users or the end users contain the data on the wallet address of the end users. For the avoidance of doubt, the User shall not circumvent the obligation stated herein by directing the Network Request through a proxy or intermediary address, or in any other way that would hinder 1inch’s ability to determine the wallet address of the originator of the Network Request. The breach of this covenant shall constitute a material breach of the Terms. This Section shall apply to any API, that technically allows implementation and integration in accordance with these requirements (as available).

8. Compliance Procedure

Prior to using any of the Service available through the subscription package, you must complete due diligence and compliance procedures, which may include but are not limited to anti-money laundering and

sanctions screening, security questionnaires, and other assessments reasonably determined by 1inch, (“**Compliance Procedures**”) which constitutes a prerequisite of access to the Services.

The Compliance Procedure shall be conducted by 1inch or a third party indicated by 1inch, as determined and designated by 1inch.

The data is collected to comply with applicable legal and regulatory obligations (e.g. anti-money laundering or sanctions laws/regulations) in order to verify your identity and determine your legal eligibility. This data is securely maintained and disclosed only when permitted by law. For more information on how your personal data is processed please read [1inch Business Privacy Policy](#).

You hereby acknowledge that (i) prior to the completion of the Compliance Procedure, or (ii) in case of the failure to complete Compliance Procedure, 1inch reserves the right to refuse your access to the Service. Besides, You shall be subject to the primary and regular ongoing compliance screening, failure to pass which, at all times, will lead to the refusal of your access to the Service.

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.

Cooperation with Lawful Requests. The User shall reasonably cooperate with 1inch in connection with any lawful request from any governmental, regulatory, judicial, or law-enforcement authority with lawful jurisdiction over 1inch and/or the User that relates to or arises from the User’s use of the Services. Such cooperation includes, without limitation: (i) timely provision of information, records, and explanations reasonably required by 1inch to respond; (ii) engaging directly with the competent authority where appropriate; and (iii) upon receipt of notice from 1inch of a lawful request or from the competent authority, implementing a litigation hold and preserving all potentially relevant logs and records within the User’s possession, custody, or control. To the extent permitted by law, 1inch will notify the User of any lawful request relating to the User’s use of the Services and may disclose the User’s identity and contact details to the competent authority for direct engagement. The User shall collect and retain end-user IP addresses (and related request metadata) for a minimum period of thirty (30) days. The User shall ensure that such information can be provided (i) directly to competent authorities upon receipt of a lawful request, and (ii) to 1inch upon 1inch’s request, provided that 1inch submits evidence of a lawful request from a competent authority. Such data should be stored by the User in accordance with data regulations applicable to the User. The User shall respond to cooperation requests (whether to 1inch or directly to the competent authority) under this Section within three (3) business days or such shorter period as is reasonably necessary to comply with a lawful request.

Nothing in this Section shall require either party to: (i) disclose any information beyond what is legally required; (ii) disclose trade secrets or privileged material; except to the extent strictly required by a lawful request. Each party will handle any shared information confidentially and in accordance with applicable law. The User acknowledges that non-compliance with this Section could cause reputational and operational damage to 1inch, including due to on-chain trackable protocol labels, and therefore agrees that any failure to comply shall constitute a material breach of these Terms.

Security Obligations.

- (a) The User shall implement and maintain administrative, technical, and organizational safeguards consistent with industry best practices for blockchain-based software integrations, including but not limited to: (i) secure key management and storage; (ii) use of audited smart contract frameworks (where applicable); (iii) access controls, logging, and monitoring for all systems interacting with the API, API Endpoints, and integrations thereof; and (iv) timely application of security patches, updates, and bug fixes.
- (b) The User shall further adopt and maintain appropriate screening, monitoring, and risk-mitigation tools that are widely recognized as standard market practice in the blockchain industry and reasonably adequate to detect, prevent, and mitigate illicit, fraudulent, or otherwise high-risk

activity, including but not limited to tools designed to identify sanctioned, blocked, or suspicious wallet addresses and transaction patterns.

- (c) The User shall not introduce any code, smart contracts, or integrations that could reasonably be expected to compromise the integrity, availability, or security of the API, API Endpoints, or Services.
- (d) In the event of any actual or suspected security incident affecting the API, API Endpoints, User's integration thereof or User's Product, the Parties shall: (i) promptly notify each other without undue delay upon becoming aware of the incident; (ii) keep each other reasonably informed on a continuing basis regarding the status of any investigation, remediation efforts, and known or potential impacts; (iii) establish and maintain an incident-response communication channel between designated technical contacts for real-time coordination; and (iv) cooperate in good faith to mitigate, contain, and remediate the incident. To the extent any public disclosure, regulatory notification, or external communication relates to the API, API Endpoints, or integrations thereof, 1inch shall determine the content, timing, and manner of such communications, and the User shall not make or authorize any such communication without the prior written consent of 1inch, except to the limited extent required by applicable law or regulation (in which case the User shall, to the extent legally permissible, provide 1inch with advance notice and an opportunity to review and comment).
- (e) 1inch shall maintain and operate the API and API Endpoints in accordance with recognized industry standards for blockchain infrastructure and software development, including periodic security audits and code reviews. 1inch shall use commercially reasonable efforts to remedy identified security vulnerabilities in a timely manner.
- (f) Nothing in this Section shall be construed as creating any representation, warranty, or service obligation of any kind from 1inch beyond those expressly set forth in this Agreement, nor shall it limit or modify the "as is" nature of the Services or the disclaimers contained in Section 10.

9. Fees and Payment

For the avoidance of doubt, this Section 9 applies to fees payable under these Terms, including fees relating to API access or use, unless otherwise agreed. Any fees, payment mechanics, incentives, rebates, compensation, settlement mechanics, revenue share, or other commercial terms applicable to PMMs, Resolvers or other commercial Users shall be governed by their applicable separate written agreement, including, product-specific terms, or other commercial terms agreed with 1inch.

1inch may provide some of the API free of charge under these Terms. 1inch reserves the right to charge fees for the use of or access to the API.

The fees for the Services shall be based on the pricing models as presented to the User on 1inch Business, and/or recorded on the User's dashboard, account of equivalent on 1inch Business. Any fees, payment terms and Usage Limits presented to the User in the process of using or signing up for the API and/or displayed on the User's dashboard are deemed part of these Terms and are incorporated by reference.

1inch may establish new fees or change existing fees or at 1inch's sole discretion ("**Fee Change**"). 1inch shall notify the User of any Fee Change by sending a notice or posting the notice on 1inch Business. In case the User does not agree with such Fee Change the User's sole remedy is to terminate these Terms and stop using the API. Any Fees paid hereunder are not eligible for a refund, unless otherwise expressly stated.

Payment.

- 1inch may collect the fees for use of the API by automatically deducting the applicable fees from the Destination Amount of each Network Request. For the purposes of this Section 9, the "**Destination Amount**" shall mean the amount of tokens or assets that the User is entitled to

receive as a result of a Swap, based on the order parameters and the quote provided for each Network Request, prior to the deduction of applicable fees. For the purposes of this paragraph exclusively, the term User shall include a User as defined under these terms, or any end-user submitting a Network Request through the API endpoint of the User. In the event that such automatic deduction cannot be effectuated for any reason, 1inch reserves the right to issue an invoice to the User for the corresponding fees. The User shall remit payment of any invoiced amounts in accordance with the terms and timelines specified within the invoice.

- Alternatively, 1inch may use a third-party payment processor to handle billing. Payments processed through such third parties will be subject to their terms, conditions, and privacy policies and may incur additional charges or fees depending on the payment method, financial institution, or credit card issuer. 1inch reserves the right to rectify any errors or discrepancies made by the payment processor, even if payment has already been processed. If the payment processor fails to collect payment, the User agrees to settle all outstanding amounts upon demand.
- Alternatively, 1inch may invoice the User directly through the 1inch Business or another agreed communication channel. The User must pay the invoiced amount in full within five (5) business days following the end of the previous subscription period ("Payment Due Date").
- **"Network Request(s)"** are network requests sent to servers owned or controlled by 1inch to generate data for the User's use in initiating a Swap with any distributed ledger processing. **"Swap"** is the exchange of one cryptocurrency token for another cryptocurrency token.

Late Payment. In the event any payment or fees owed by the User becomes overdue, 1inch shall have the right to suspend and disable the User's access to the API or impose any Usage Limits, until the overdue amount and accrued interest, where applicable, are paid off.

Swap Surplus. With regard to 1inch Classic Swap API, the User herein acknowledges that whenever a Swap Surplus is generated as the result of a Network Request receiving a successful response from the 1inch Classic Swap API, such Swap Surplus is automatically received by 1inch to compensate integral software maintenance costs.

1inch reserves the right to determine and alter at any time in its sole discretion the beneficiary of the full or portion of the Swap Surplus or equivalent fee inherent to the Network Requests in any other application programming interface, offered by 1inch at 1inch Business, including 1inch Intent API and 1inch Crosschain API.

10. Support

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

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

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

11. Confidentiality

We may disclose to you or make available information on without limitation, research and development plans and results, software, databases, technology, inventions, trade secrets, technical information,

know-how, plans, specifications, methods of operations, product and service information, product and service availability, pricing information, financial, business and marketing information and plans (collectively, “**Confidential Information**”).

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

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

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

12. Limitation of Liability

Under no circumstances shall we or any of our officers, directors, employees, contractors, agents, affiliates, or subsidiaries be liable to you for any indirect, punitive, incidental, special, consequential, or exemplary damages, including (but not limited to) damages for loss of profits, goodwill, use, data, or other intangible property, arising out of or relating to any access to or use of 1inch Business and the Service, nor will we be responsible for any damage, loss, or injury resulting from hacking, tampering, or other unauthorized access to or use of 1inch Business and the Service, or from any access to or use of any information obtained by any unauthorized access to or use of 1inch Business and the Service.

We assume no liability or responsibility for any: (a) errors, mistakes, or inaccuracies of content; (b) personal injury or property damage, of any nature whatsoever, resulting from any access to or use of 1inch Business and the Service; (c) unauthorized access to or use of any secure server or database in our control, or the use of any information or data stored therein; (d) interruption or cessation of function related to 1inch Business and the Service; (e) bugs, viruses, trojan horses, or the like that may be transmitted to or through 1inch Business and the Service; (f) errors or omissions in, or loss or damage incurred as a result of, the use of any content made available through 1inch Business and the Service; and (g) the defamatory, offensive, or illegal conduct of any third party. Without limiting the foregoing, 1inch shall not be liable for any losses, damages, or liabilities arising out of or relating to automated, programmatic, or AI-assisted execution, agent-based strategies, prompt interpretation, third-party integrations, smart contract interactions, or blockchain transaction triggers initiated through the Service.

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

13. Indemnification

You agree to hold harmless, release, defend, and indemnify us and our officers, directors, employees, contractors, agents, affiliates, and subsidiaries from and against all claims, damages, obligations, losses,

liabilities, costs and expenses arising from (a) your access to and use of 1inch Business and the Service; (b) your violation of these Terms, the right of any third party, or any other applicable law, rule, or regulation; and (c) any other party's access and use of 1inch Business with your assistance or using any device or account that you own or control.

14. Disclaimer of Warranty

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

ALL SERVICES, INCLUDING THE API, API ENDPOINTS, ANY RELATED INFRASTRUCTURE OR NETWORK INTERFACES, AND ANY DATA, CONTENT, OR OUTPUT PROVIDED OR MADE AVAILABLE THROUGH THEM (WHETHER SOURCED FROM 1INCH, THIRD PARTIES, OR DECENTRALIZED NETWORKS), ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. 1INCH DOES NOT GUARANTEE AND DISCLAIMS ANY LIABILITY FOR THE ACCURACY, COMPLETENESS, INTERPRETATION, RELIABILITY, PERFORMANCE, OR CONTINUITY OF THE FOREGOING, NOR IS 1INCH RESPONSIBLE FOR HOW THE USER OR ITS END-USERS USE, DISPLAY, OR RELY UPON SUCH DATA, OR FOR THE DESIGN, OPERATION, OR COMPLIANCE OF ANY PRODUCT OR SERVICE DEVELOPED, INTEGRATED, OR DISTRIBUTED BY THE USER USING THE SERVICES. 1INCH FURTHER DOES NOT GUARANTEE THE ACCURACY, COMPLETENESS, OR SUCCESSFUL EXECUTION OF ANY FEE CALCULATION, INCLUDING PARTNER FEE PARAMETERS, DEDUCTION, OR TRANSFER PERFORMED THROUGH THE API OR ITS ASSOCIATED CHARGING INFRASTRUCTURE, AND DISCLAIMS ALL LIABILITY FOR ANY ERRORS, INTERRUPTIONS, RESULTS OF UTILIZATION OR INCLUSION INTO BUSINESS OR TECHNICAL PROCESSES, OR DISCREPANCIES IN SUCH SYSTEMS. TO THE FULLEST EXTENT POSSIBLE PURSUANT TO APPLICABLE LAW, 1INCH DISCLAIMS ALL WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY OR WORKMANSHIP LIKE EFFORT, FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY OR AVAILABILITY, ACCURACY, LACK OF VIRUSES, QUIET ENJOYMENT, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS OR OTHER VIOLATIONS OF RIGHTS. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OR LIMITATIONS OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO THE USER. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY THE USER FROM 1INCH OR ITS AFFILIATES SHALL BE DEEMED TO ALTER THIS DISCLAIMER BY 1INCH OF WARRANTY REGARDING THE SERVICES OR THE AGREEMENT, OR TO CREATE ANY WARRANTY OF ANY SORT FROM 1INCH.

You acknowledge and agree that, in accessing or using the Service, 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 Business, contained in Documentation, marketing materials, developer portal content, public communications, presentations, 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 1inch unless expressly set out herein.

The User expressly acknowledges and agrees that the functionality, performance, and availability of the API and API Endpoints depend on decentralized blockchain networks (including but not limited to Ethereum and other compatible chains), open-source software, third-party infrastructure, oracles, validators, liquidity sources, and other network participants (collectively, "Third-Party Components"), which are outside the control of 1inch.

To the extent the API or API Endpoints build upon or interoperate with such Third-Party Components, 1inch makes no representation or warranty of any kind regarding their operation, availability, security, accuracy, or continued compatibility, including in relation to transaction finality, network fees, congestion, forks, or other consensus-related events. The User further acknowledges that the API incorporates innovative and evolving technologies, including decentralized smart contracts, which are subject to inherent risks such as unexpected vulnerabilities, emergent attack vectors, unforeseen failure modes, and shifting regulatory treatment.

Subject to Section 10.1., 1inch disclaims all liability arising from or relating to the functioning, security, performance, or availability of any Third-Party Components or decentralized technologies upon which the API or API Endpoints rely.

15. Force Majeure

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

16. Governing Law and Jurisdiction

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 British Virgin Islands.

The courts of the British Virgin Islands shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or their subject matter or formation.

17. Miscellaneous

Entire Agreement. These Terms, any other terms and conditions incorporated herein by reference, constitute the entire agreement with respect to 1inch Business and the Service and supersede all prior and contemporaneous agreements, negotiations, discussions, understandings, representations, and communications, whether oral or written, relating to their subject matter.

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

Severability. If any provisions of these Terms are found invalid or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of such provision in any other jurisdiction or the validity or enforceability of any other provision in that or any other jurisdiction.

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

Changes. We may amend any portion of these Terms at any time by posting the revised version of these Terms with an updated revision date. The changes will become effective and shall be deemed accepted

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