

# 1inch Public API License Agreement

Last updated: May 5, 2023

This 1inch Public API License Agreement ("**Agreement**") is a legally binding contract between you, as Licensee ("**you**" or "**Licensee**") and 1inch Network ("**1inch**" or "**we**") and applies to your non-commercial use of the 1inch Public API, as defined below, available through <https://docs.1inch.io/docs/aggregation-protocol/api/legal> (collectively the "**Service**").

This Agreement also incorporates 1inch Network Interface [Terms of Use](#) and [Privacy Policy](#) that are applicable to your use of 1inch Public API and the Service.

Please, read this Agreement carefully. By accessing, browsing, or otherwise using 1inch Public API and the Service, 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 Agreement, please do not proceed with the use of the Service.

## 1. Definitions

"**Application Programming Interfaces**" or "**API**" or "**1inch Public API**" or "**1inch API**" means 1inch Network technology, a Pathfinder algorithm which is an informational service that provides routing information that is used by 1inch Network Aggregation Protocol, (<https://docs.1inch.io/docs/aggregation-protocol/api/legal> and its related services), which may include object code, software libraries, software tools, sample source code, published specifications and Documentation. The API shall include any future, updated or otherwise modified version(s) thereof furnished by 1inch (in its sole discretion) to the Licensee.

"**Documentation**" includes, but is not limited to, programmer guides, manuals, materials, legal terms and other information appropriate or necessary for use in connection with the API or the Service.

"**Licensee**", "**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.

## 2. Service

**1inch Public API.** The API is intended for personal and non-commercial use only, meaning that it cannot be used or directed toward any commercial value or advantage, or to receive any monetary or other compensation by any individual or legal entity.

1inch Public API usage under this Agreement cannot exceed thirty (30) requests per minute. 1inch reserves the right to change the limit if requests per minute at any time and in any way at its sole discretion without any prior notice or other obligations to you whatsoever.

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 the API usage or violated any of the Agreement, we may immediately suspend or terminate your access to the API without prior notice.

**Support.** 1inch has no responsibility for providing you with any support for the Services or the 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 signed between you and 1inch.

**Access.** 1inch reserves the right to change the method of access to the API at any time to ensure the safety and security of the Service 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 or permanently suspend your access to the API in order to minimize threats to and protect the operational stability and security of the 1inch systems. In addition, 1inch reserves the right to modify the Service, the API and any other related services and/or products 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.

**Fees.** 1inch provides the API free of charge under this Agreement. However, we reserve the right to charge fees for future use of or access to API. If 1inch decides to charge for access to the API, you do not have any obligation to continue to use such API.

**Commercial Use.** In order to be able to use the API for commercial purposes or other purposes not explicitly prescribed by this Agreement, you must enter into a separate 1inch Enterprise API Agreement. The execution of such agreement by 1inch is subject to the prior approval of the 1inch. You hereby expressly agree that you shall not under any circumstances use the API for commercial purposes or other purposes not explicitly prescribed by this Agreement 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 this Agreement, please contact us at [info@1inch.io](mailto:info@1inch.io).

### 3. 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 Service and 1inch Public API exclusively for the non-commercial purposes. You may not distribute, license (whether 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 the separate 1inch Enterprise API Agreement.

Unless otherwise is specified in this Agreement, you shall not, directly, or indirectly:

- Copy the API, unless it is necessary to exercise your rights hereunder;
- Use the API for commercial purposes, or any other purposes not expressly permitted hereunder;

- Sublicense, assign or otherwise transfer your rights hereunder. The rights granted under this Agreement 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 this Agreement directly, by implication, estoppel or otherwise, under any patent, copyright, trade secret or trademark or other intellectual property rights of 1inch;
- Use 1inch`s trademarks or trade names in your advertising, marketing, promotional, sales or related materials;
- Assert any patent rights related to the API or applications developed using the API against 1inch, 1inch`s distributors, 1inch users, or other licensees of the API for making, using, selling, offering for sale, or importing any products or technology developed using the API.

#### **4. 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 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 this Agreement 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 this Agreement.

#### **5. 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 this Agreement 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 remove, alter, or obscure any proprietary notices embedded with the Service, including copyright notices;
- 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; and
- Not provide any competitor of 1inch with access to, or information about, the Service for any purpose.

## 6. 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 this Agreement;
- you are not subject to the Sanction Lists and you are not a Restricted Person, as defined in [1inch Network Interface Terms of Use](#);
- 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 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 are acting for your own account, and not as a nominee or agent for any other person;
- you are a sophisticated user and possess the necessary knowledge, skills and experience to consume the Service;
- you are fully familiar with the inherent risks involved in this Agreement, including, without limitation, risk of new financial regulatory requirements, potential loss of money and risks due to volatility of the price of digital currency, and you voluntarily take full responsibility for any risk to that effect.

## 7. 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 this Agreement. 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.

## **8. 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 the API 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 the API and the Service, or from any access to or use of any information obtained by any unauthorized access to or use of the API 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 the API 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 the API and the Service; (e) bugs, viruses, trojan horses, or the like that may be transmitted to or through the API 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 the API and the Service; and (g) the defamatory, offensive, or illegal conduct of any third party.

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 the API 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 this Agreement may not apply to you. This limitation of liability shall apply to the fullest extent permitted by law.

## **9. 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 the API and the Service; (b) your violation of this Agreement, the right of any third party, or any other applicable law,

rule, or regulation; and (c) any other party's access and use of the Service with your assistance or using any device or account that you own or control.

## 10. Disclaimer of Warranty

You expressly understand and agree that your use of the Service is at your sole risk. We expressly disclaim all representations and warranties, express, implied or statutory with respect to the API, 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 the Service, code and any related information are accurate, complete, reliable, current or error-free.

The Service, including the API, is provided on an "as is" and "as available" basis, without warranties of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose or non-infringement. You acknowledge that no advice, information, or statement that we make should be treated as creating any warranty concerning the Service. We do not endorse, guarantee, or assume responsibility for any advertisements, offers, or statements made by third parties concerning the Service.

## 11. Force Majeure

Neither 1inch, nor our partners, affiliates and employees shall be liable for damages, delay or failure to your use of the API, 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.

## 12. Miscellaneous

**Entire Agreement.** This Agreement, any other terms and conditions incorporated herein by reference, including 1inch Network Interface [Terms of Use](#) and [Privacy Policy](#), constitute the entire agreement with respect to the Service and supersedes any prior agreements, oral or written.

**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 this Agreement. This Agreement 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 provision of this Agreement is 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 this Agreement for any reason, all provisions of this Agreement that by their nature are continuing will survive such termination.

**Governing Law.** This Agreement is governed by the laws of the Cayman Islands without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction. Any other terms and conditions incorporated herein by reference may be governed by a different law and/or jurisdiction.

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

The Licensee and 1inch shall cooperate in good faith to resolve any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof (a “**Dispute**”). Any Dispute shall be settled in accordance with the Cayman Islands laws in the jurisdiction of the Grand Court of the Cayman Islands. The Licensee and 1inch undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. The 1inch and the Licensee will each pay their respective attorneys’ fees and expenses. Any dispute arising out of or related to this Agreement is personal to the Licensee and 1inch and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which a person attempts to resolve a dispute as a representative of another person or group of persons. Further, a dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other person or group of persons.

**Changes.** We may amend any portion of this Agreement at any time by posting the revised version of this Agreement with an updated revision date. The changes will become effective and shall be deemed accepted by you, the first time you use or access the Service after the initial posting of the revised Agreement and shall apply on a going-forward basis with respect to your use of the Service 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 the Service.