1inch.network Terms of Use

Last updated: September 14, 2026

Welcome to 1inch.network! 1inch.network includes a website-hosted user interface and the informational website located at 1inch.network (the "**Website**"), providing access to the community-facing products accessible through the Website that enable users to connect self-custodial wallets and interact with open-source Protocols, staking of 1INCH, delegation, governance, and other community features (the "**Community Features**"), as well as any other products or services that link to these Terms (together with the interface, Website, and Community Features, the "**Products**").

These Terms of Use and any terms and conditions incorporated herein by reference (collectively, the "**Terms**") govern your access to and use of the Products. You must read the Terms carefully.

These Terms are governed by 1inch Foundation, a Cayman Islands foundation. However, the Products, including the Protocols and Community Features, are not directly owned, operated, or controlled by the 1inch Foundation. They are community-owned and governed through the 1inch DAO – the decentralized autonomous organization that governs the 1inch.network and its Products through a set of on-chain smart contracts and comprises 1INCH tokenholders ("**Community**"). 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 Products, including the Protocols, Community Features, governance outcomes, or related functionalities. By using the Products, you acknowledge and agree that your interactions are with decentralized, community-controlled systems, and not with the Foundation.

For the purposes of these Terms, and solely to facilitate off-chain legal interaction, the 1inch Foundation remains the contracting entity. Accordingly:

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

By accessing, browsing or otherwise using the Products, or by acknowledging agreement to the Terms on the Products, you agree that you have read, understood and accepted all of the Terms and the 1inch.network Privacy Policy (the "**Privacy Policy**"), which is incorporated by reference into the Terms.

1. Products

Products and Features. The Products provide access to community-owned, open-source decentralized protocols (the "Protocols"), which are not owned, operated, or controlled by the Foundation and may be integrated by independent third-party projects. The Protocols are governed by the 1inch community through decentralized governance processes. The Products also provide functionality related to community participation, including staking of the 1INCH token, delegation of voting power and Unicorn Power, and other governance-related utilities. Additional features may be introduced from time to time for purposes such as user experience, informational content, security, or community engagement, provided that such features do not alter the main purpose of the Products described above.

Governance and DAO features. Any functionality related to community governance, including but not limited to voting or participation in DAO processes, is not governed by these Terms. Such features are instead subject to the 1inch DAO Guidelines or other applicable constitutional or governance documents adopted by the DAO. These Terms govern only your access to such features through the Website, and do not govern the governance processes themselves or the outcomes of any community decisions.

Blockchain Networks Transactions. In order to be completed, all transactions with cryptocurrency, digital tokens, or virtual currencies (**"virtual currency**") must be confirmed and recorded on the relevant public blockchain. Such

networks are decentralized, peer-to-peer systems supported by independent third parties, which the 1inch Foundation does not own, control, or operate. The Foundation has no control over the Blockchain Networks and therefore cannot and does not ensure that any transaction details you submit via the Products will be confirmed or processed. By using the Products, you acknowledge and agree that the transaction details you submit may not be completed, or may be substantially delayed, by the Blockchain Networks.

The Foundation does not store, transfer, transmit, convert, broker, hold, escrow, mint, mine, or otherwise interact with any virtual currency or other digital or physical asset. All interactions, including the staking of 1INCH tokens, delegation of voting power, or any other transactions carried out through the Products, are performed by third-party platforms, blockchain networks, or other independent actors, subject to their respective terms. Any transfer that occurs in virtual currency takes place on the Blockchain Network and not on a network owned or controlled by the Foundation. The Foundation therefore does not guarantee that it can affect the transfer of title or right in any virtual currency or governance token. You accept and acknowledge that the Foundation is not responsible for any errors or omissions that you make in connection with any staking, delegation, or other transaction initiated via the Products. You are strongly encouraged to review your transaction details carefully before attempting to interact with any virtual currency.

The completion of transactions that you instruct through the Products also depends on the availability and operation of the Blockchain Networks. Errors, forks, or failures in the Blockchain Networks may cause transactions you initiate through the Products to fail. This may mean that the transaction you were originally intending to perform will no longer be available. Due to the decentralized nature of the Blockchain Networks, there is no single point of failure, and neither the Foundation nor any other party will be responsible to you for errors or losses you may suffer as a result.

1INCH Token. 1INCH is a community-owned governance and utility token that enables staking, delegation of voting power (including Unicorn Power), and other community features. The relevant smart contracts are administered by the 1inch community through decentralized governance and are not owned or operated by the 1inch Foundation. Certain Product features may reference or require 1INCH; however, the Foundation does not issue, sell, custody, guarantee, or assume responsibility for 1INCH, its availability, price, or performance, or for any governance outcomes. 1INCH is a volatile digital asset, please carefully assess the risks before interacting with it and review the disclaimers in Section 7. Nothing herein constitutes advice.

Gas Fees. When you use or interact with the Products, you may be required to pay transaction fees ("**Gas Fees**") to the relevant blockchain network in order to process and validate your transaction. These fees are set entirely by the network and are not determined, collected, or controlled by us in any way. You are solely responsible for ensuring that you have a sufficient balance of the applicable network token to cover any Gas Fees. Failure to do so may result in unsuccessful or failed transaction attempts. Gas Fees are non-refundable and may vary significantly depending on network congestion and protocol-level conditions, which are outside of our control.

Third-Party Services. To operate the Products and facilitate your access to its functionalities and/or features, we may engage third-party providers, protocols infrastructure and APIs, which Foundation has no direct or indirect control over. We also provide access to the independent third-party products the offerings of which may be presented on the Website; all previously named, referred to as **"Third-Party Services"**. Where applicable, such Third-Party Services are governed by their respective terms and conditions, which may include separate fees and charges, as well as disclaimers and/or risk warnings on the accuracy of the information or the services of such a provider. These terms may also include a privacy policy that differs from the privacy policy that is incorporated by reference herein. It is your sole responsibility to read carefully and make sure that you understand those Third-Party Services terms and conditions, including how those service providers may use your information according to their respective privacy policies.

Such Third-Party Services may also include usage requirements, such as software infrastructure fees charged contemporaneously with your use of the service, transaction fees, gas fees, or limits. Any applicable information, including indicative fees or disclosures, may be made available through the Products such Third-Party Services terms of use or agreements, or via informational notices accompanying the relevant feature.

You hereby acknowledge that the functionalities accessible via the Third-Party Services are the sole responsibility of such Third-Party Services providers. You hereby expressly release Foundation from any liability arising from use of any Third-Party Services, third-party website, service, or content and any resulting harm, loss, or damage.

Changes. We reserve the right in our sole and absolute discretion to make changes to how we operate the products and/or features accessible through the Products, including adding new products, features, functionalities, modifying existing ones, altering any other aspect of the Products, or temporarily or permanently suspending, discontinuing, or terminating your access to any or all portions of the Product's functionality, provided that such modifications or discontinuations will not affect your access to your assets (if applicable), unless there are exceptional circumstances where not doing so would (a) pose information security risks or intellectual property issues for Foundation or other users; or (b) create other unwarranted risks, including violations of law.

Additional terms. Certain products accessible through, demonstrated on or otherwise mentioned on the Website, including related applications, may be subject to additional terms as may be indicated from time to time.

2. Eligibility

Our Products are **NOT** offered to persons or entities who reside in, are citizens of, are incorporated in, or have a registered office in any Prohibited Localities, namely Restricted Persons, as defined below. We do not make exceptions. If you are a Restricted Person, then do not attempt to access or use the Products. Use of a virtual private network (e.g., a VPN) or other means by Restricted Persons to access or use the Products is **prohibited**.

General. You may not use the Products if you are barred from using the Products under applicable law in any way whatsoever.

Legality. You are solely responsible for adhering to all laws and regulations applicable to you and your use of or access to the Products. Your use of the Products is prohibited to the extent it would violate or facilitate the violation of any applicable laws or regulations, or contribute to or facilitate any illegal activity.

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

Sanctions. By using or accessing the Products, you represent to us that you are not subject to the Sanction Lists and you are not a Restricted Person, as defined below. "**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 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 Cayman Islands, or any other authority with relevant jurisdiction.

Prohibited Localities. Foundation does not interact with digital wallets located in, established in, or a resident of any state, country or region that is subject or target of comprehensive trade or economic sanctions, embargoes, or similar restrictive measures, or included in the Sanction Lists.

Restricted Persons. Foundation does not interact with digital wallets, which have 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 ("**Restricted Persons**"). 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.

Third-Party Restrictions. As mentioned above, the Products may include the Third-Party Services. Your interaction with and use of the Third-Party Services is governed by the respective terms and conditions of the third-party providers, including but not limited to their eligibility requirements, restrictions on certain localities, restricted persons or any other eligibility-related terms. As a result, based on those terms set by the third-party providers, your access to certain products and/or features of the Products may be restricted by those providers. Please note that we only facilitate your interaction with these Third-Party Services and we bear no liability for any such restrictions thereof. It is your own responsibility to review those terms and conditions, and ensure that you meet the requirements set forth therein.

Non-Circumvention. You agree not to access the Products using any technology for the purposes of circumventing these Terms, including any software or networking techniques, such as Virtual Private Network (VPN) to modify your internet protocol address or otherwise circumvent or attempt to circumvent these Terms.

3. Risk Assessment

User Responsibility and Compliance. By accessing or using the Products, you agree that you are solely responsible for complying with all laws and regulations applicable to you. You expressly assume all risks in connection with your use of the Products and release the Foundation from any liability, claims, or damages arising from your access or use. The Foundation is not obligated to inform you of potential legal or regulatory issues that may apply to your use.

Due Diligence Checks. Access to certain features may be conditioned on the completion of due diligence or verification procedures. These may be carried out by the Foundation or by independent third-party providers. If requested, you agree to promptly provide accurate and complete information to complete such checks. Refusal or failure to provide such information may result in restricted or denied access to the Products.

*Third-party Screening and Monitoring. T*he Foundation may use publicly available information and third-party services to monitor wallet addresses, tokens, smart contracts, domains, or other blockchain interactions for signs of illicit, high-risk, or non-compliant activities (e.g., money laundering, sanctions violations, terrorism financing, fraud, phishing, or other threats). These services are not owned or controlled by the Foundation, and their results may be incomplete, inaccurate, or outdated. Any risk scores, warnings, or categorizations displayed through the Products are provided for informational purposes only. The Foundation is not responsible for the accuracy of such services and makes no warranties regarding their reliability.

Foundation reserves the right, but has no obligation, to provide respective warnings to you. You hereby acknowledge that Foundation has no responsibility and shall not be held liable for such assessment, restriction, results, or accuracy thereof. You are solely responsible for the final decision as to the applicability and fitness of such risk assessments.

Foundation reserves the right, but has no obligation, to block or restrict any activity on the Products that may be associated with any illicit and/or non-compliant activities. Foundation reserves the right to revoke your access to the Products at our discretion with or without cause, without any notice. If you believe you or your wallet address has been blocked or restricted from using the Products by mistake, please contact us at: info@1inch.network.

Foundation may cooperate with lawfully authorized requests from regulators and law enforcement agencies, as required by applicable law. The use of your data for such purposes is governed by the 1inch.network Privacy Policy.

Phishing Alerts. Foundation may occasionally provide phishing and other potential risk alerts through the Products. These risk alerts are provided for informational purposes only, and we do not make any representations or warranties regarding their accuracy, completeness or reliability. You are solely responsible for the final decision as to the applicability and fitness of such alerts.

You hereby acknowledge and agree that risk alerts are provided on an “as-is” basis, without any warranties or guarantees, and that you assume all the associated risks. Foundation has no responsibility and shall not be held liable for any claims, damages or losses arising from or in any way relating to such alerts.

4. Access to the Products

We reserve the right, at our sole discretion, to suspend, restrict, or disable access to any of the Products, or to any part, feature, or functionality thereof, at any time, for any reason or no reason, with or without prior notice, and without any obligation to provide an explanation. You acknowledge and agree that we shall not be liable to you for any losses or damages you may suffer as a result of, or in connection with, your inability to access or use the Products at any time.

Regional Availability. Access to the Products, or to certain features of the Products, may be unavailable to users located in, or accessing the Products from, certain countries or regions, including the United Arab Emirates, where required by applicable law or regulation. Where such a restriction applies, some functions may remain available to enable you to retain access to your virtual currency and to any staked or delegated position, which may include, for example, viewing information, unstaking or undelegating. The Protocols and the relevant smart contracts are deployed on public blockchain networks and operate independently of the Products, and your virtual currency and any staked or delegated position remain accessible to you through the Protocols independently of the Products. We may determine your location by IP address or by other means. Attempting to circumvent any restriction under this paragraph is prohibited, as further set out under Non-Circumvention above.

5. Your Use of the Products

By using or accessing the Products, you represent and warrant that you understand the inherent risks associated with virtual currency, Protocols and Products and the underlying technologies including, without limitation, cryptography and blockchain, and you agree that Foundation is not responsible for any losses or damages associated with these risks. You specifically acknowledge and agree that the Products facilitate your interaction with decentralized networks and technology and, as such, we have no control over any blockchain or virtual currencies and cannot and do not ensure that any of your interactions will be confirmed on the relevant blockchain and do not have the ability to effectuate any cancellation or modification requests regarding any of your interactions.

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

- Information displayed through the Products, including pricing, token data, governance dashboards, or staking/delegation interfaces, does not constitute an offer, solicitation, advice, or recommendation to enter into any transaction.
- The Products do not act as an agent for you or any of the users;
- The Products do not own, control, or operate any blockchain networks, protocols, smart contracts, liquidity sources, or other third-party infrastructure that you may interact with, and therefore are not responsible for their availability, security, or operation;
- You are solely responsible for reporting and paying any taxes applicable to your use of the Products;
- Although the Foundation intends for information provided through the Products and related tools (including governance dashboards, staking/delegation metrics, and risk alerts) to be accurate and timely, such information may not always be complete, current, or free of error, and may include inaccuracies or technical issues. You should verify all information independently before relying on it, and all decisions made on the basis of such information are your sole responsibility.

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

- Breaches the Terms;
- Infringes on or violates any copyright, trademark, service mark, patent, right of publicity, right of privacy, or other proprietary or intellectual property rights under the law;
- Seeks to interfere with or compromise the integrity, security, or proper functioning of any computer, server, network, personal device, or other information technology system, including, but not limited to, the deployment of viruses and denial of service attacks;
- Attempts, in any manner, to obtain the private key, password, account, or other security information from any other user, including such information about the digital wallet;

- Decompiles, reverse engineers, or otherwise attempt to obtain the source code or underlying ideas or information of or relating to the Products;
- Seeks to defraud us or any other person or entity, including, but not limited to, providing any false, inaccurate, or misleading information in order to unlawfully obtain the property of another;
- Violates any applicable law, rule, or regulation concerning the integrity of trading markets, including, but not limited to, the manipulative tactics commonly known as spoofing and wash trading;
- Violates any applicable law, rule, or regulation concerning the trading of securities or derivatives, including, but not limited to, the unregistered offering of securities and the offering of leveraged and margined commodity products to retail customers in any applicable jurisdiction;
- Disguises or interferes in any way with the IP address of the computer you are using to access or use the Products or that otherwise prevents us from correctly identifying the IP address of the computer you are using to access the Products;
- Transmits, exchanges, or is otherwise supported by the direct or indirect proceeds of criminal or fraudulent activity;
- Contributes to or facilitates any of the foregoing activities.

The Products are provided for direct, human use only. You may not access or use the Products programmatically or in a way that creates undue burden on our infrastructure, bypasses restrictions, or manipulates outcomes. You agree not to use, access, or interact with the Products through the use of any automated software, including but not limited to bots, such as automated trading bots, sniper or arbitrage bots, scripts, front-running tools, crawlers, scrapers, other similar tools or technologies that are designed to automate access, interactions or any other software that circumvents or interferes with the intended functionality of the Products.

All information provided in connection with your access and use of the Products is for informational purposes only and should not be construed as professional advice. You should not take, or refrain from taking, any action based on any information contained in the Products or any other information that we make available at any time, including, without limitation, blog posts, articles, links to third-party content, news feeds, tutorials, tweets and videos. Before you make any financial, legal, or other decisions involving the Products, you should seek independent professional advice from an individual who is licensed and qualified in the area for which such advice would be appropriate.

The Terms are not intended to, and do not, create or impose any fiduciary duties on us. To the fullest extent permitted by law, you acknowledge and agree that we owe no fiduciary duties or liabilities to you or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated. You further agree that the only duties and obligations that we owe you are those set forth expressly in the Terms.

6. Disclaimers

Volatility Risk. You understand that markets for blockchain-based virtual currencies are highly volatile due to factors including, but not limited to, adoption, speculation, technology, security, and regulation. Certain tokens, including governance tokens such as 1INCH, may present additional risks due to their role in community governance or delegation mechanics. By interacting with any such assets through the Products, you represent that you have the necessary experience and knowledge to do so and that you assume all risks associated with such interactions. The Foundation is not liable for any losses or damages arising from or in connection with your use of such assets.

Accuracy of Information. The Foundation cannot and does not guarantee that any information displayed through the Products—including performance metrics, prices, liquidity, staking or delegation data, token logos, tickers, and other identifiers—is accurate, reliable, current, complete, or appropriate for your needs. Information is often provided by third parties or calculated for informational purposes only. Scam or fraudulent tokens may mimic legitimate projects by using similar names, tickers, or logos. While the Foundation may integrate third-party screening services to mitigate such risks, no guarantees can be made regarding accuracy or completeness. You are solely responsible for verifying all information before relying on it.

Regulatory Status. The Products and their services are not supervised, registered, or approved by any financial or securities regulatory authority. The Foundation does not act as a regulated entity, intermediary, or broker. References to routing, pricing, staking yields, or other functional features are purely technical and do not imply any guarantee of execution quality, financial return, or regulatory oversight.

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

Non-custodial Status. You understand and agree that the open-source repositories, decentralized protocols, and associated blockchain networks that may be accessible through the Products are not controlled, owned, or operated by Foundation. The Products are strictly non-custodial: we do not at any time receive, store, transfer, escrow, safeguard, or otherwise take possession or control of your digital assets, wallets, or private keys. We cannot initiate, authorize, reverse, or otherwise control any transaction or interaction with your digital assets on your behalf. You are solely responsible for maintaining the security of your wallets and private keys and for all activities carried out through them. Foundation is not responsible for any activities you engage in when using your wallet or the Products, and cannot recover lost keys or assets.

Private Keys. You acknowledge that Foundation is not responsible for transferring, safeguarding, or maintaining your private keys or any virtual currency associated therewith. If you lose, mishandle or have stolen associated virtual currency private keys, you acknowledge that you may not be able to recover associated virtual currency and that Foundation is not responsible for such loss. You acknowledge that Foundation is not responsible for any loss, damage or liability arising from your failure to comply with the terms hereunder.

Protocol and Software Risks. By accessing and using the Products, you represent that you understand (a) the Products facilitates access to the Protocols, blockchain networks and functionalities, the use of which has many inherent risks, and (b) the cryptographic and blockchain-based systems have inherent risks to which you are exposed when using the Products. You further represent that you have a working knowledge of the usage and intricacies of blockchain-based virtual currencies, including, without limitation, ERC-20 token standard available on the Ethereum, Ethereum layer 2 solutions or other blockchain networks. You acknowledge that the cost and speed of transacting with blockchain-based systems, such as Ethereum, are variable and may increase or decrease, respectively, drastically at any time. You hereby acknowledge and agree that we are not responsible for any of these variables or risks associated with the Protocols, Products and underlying software blockchain networks and functionalities and cannot be held liable for any resulting losses that you experience while accessing or using the Products. Accordingly, you understand and agree to assume full responsibility for all of the risks of accessing and using the Products.

Third-Party Resources. The Products may contain references or links to third-party resources, including, but not limited to, information, materials, products, or services, that we do not own or control. In addition, third parties may offer promotions related to your access and use of the Products. We do not endorse or assume any responsibility for any such resources or promotions. If you access any such resources or participate in any such promotions, you do so at your own risk, and you understand that the Terms do not apply to your dealings or relationships with any third parties. You expressly relieve us of any and all liability arising from your use of any such resources or participation in any such promotions.

7. Intellectual Property Rights

We own all intellectual property and other rights in the Products and its contents, including, but not limited to, software, text, images, trademarks, service marks, copyrights, patents, and designs. Unless expressly authorized by us, you may not copy, modify, adapt, rent, license, sell, publish, distribute, or otherwise permit any third party to access or use the Products or any of its contents. Accessing or using the Products does not constitute a grant to you of any proprietary intellectual property or other rights in the Products or its contents.

You will retain ownership of all intellectual property and other rights in any information and materials you submit through the Products. However, by uploading such information or materials, you grant us a worldwide, royalty-free, irrevocable license to use, copy, distribute, publish and send this data in any manner in accordance with applicable laws and regulations.

You may choose to submit comments, bug reports, ideas or other feedback about the Products, including, without limitation, about how to improve the Products (collectively, "**Feedback**"). By submitting any Feedback, you agree that we are free to use such Feedback at our discretion and without additional compensation to you, and to disclose such Feedback to third parties (whether on a non-confidential basis or otherwise). If necessary under applicable law, then you hereby grant us a perpetual, irrevocable, non-exclusive, transferable, worldwide license under all rights necessary for us to incorporate and use your Feedback for any purpose.

If (i) you satisfy all of the eligibility requirements set forth in the Terms, and (ii) your access to and use of the Products complies with the Terms, you hereby are granted a single, personal, limited license to access and use the Products solely in accordance with these Terms. This license is non-exclusive, non-transferable, and freely revocable by us at any time without notice or cause in our sole discretion. Use of the Products for any purpose not expressly permitted by the Terms is strictly prohibited. Unlike the Products, the Protocols are composed entirely of open-source software running on the public Ethereum, Ethereum layer 2 solutions or other blockchain networks and is not our proprietary property. The Protocols may also run on the other blockchains to which the same clause applies.

8. Indemnification

You agree to hold harmless, release, defend, and indemnify Foundation, its affiliates, and their respective officers, directors, employees, contractors, agents, service providers, licensors, representatives, and subsidiaries (collectively, the "Foundation Parties") from and against any and all claims, damages, obligations, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or relating to: (a) your access to or use of the Products or any Third-Party Services; (b) your violation of these Terms, the rights of any third party, or any applicable law, rule, or regulation; (c) any other party's access to or use of the Products or any Third-Party Services with your assistance or using any device, account, or credentials that you own or control; and (d) any dispute between you and (i) another user of the Products or any Third-Party Services, or (ii) your own customers or end users. We will provide you with notice of any such claim, suit, or proceeding. Foundation reserves the right to assume the exclusive defense and control of any matter subject to indemnification under this section, and you agree to cooperate with Foundation's defense of such matter. You may not settle or compromise any claim against any Foundation Party without Foundation's prior written consent.

9. Limitation of Liability

icers, directors, employees, contractors, agents, affiliates, subsidiaries, or any providers 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, or inability to access or use, the Products or any Third-Party Services, nor will we be responsible for any damage, loss, or injury resulting from hacking, tampering, or other unauthorized access to or use of the Products or any Third-Party Services, or from any access to or use of any information obtained by any unauthorized access to or use of the Products or any Third-Party Services.

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 Products or any Third-Party Services; (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 Products or any Third-Party Services; (e) bugs, viruses, trojan horses, or the like that may be transmitted to or through the Products or any Third-Party Services; (f) errors or omissions in, or loss or damage incurred as a result of the use of, any content made available through the Products or any Third-Party Services; and (g) the defamatory, offensive, or illegal conduct of any third party.

We have no liability to you or to any third party for any claims or damages that may arise as a result of any payments, transactions, or interactions that you engage in via the Products or any Third-Party Services. Except as expressly provided herein, we do not provide refunds for any purchases, fees, or charges made through the Products or any Third-Party Services.

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 Products, 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 the Terms may not apply to you. This limitation of liability shall apply to the fullest extent permitted by law.

10. Governing Law & Jurisdiction

These Terms of Use 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.

The courts of the Cayman 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 of Use or their subject matter or formation.

11. Last but not Least

Changes to these Terms. We may amend any portion of these Terms at any time by posting the revised version of these Terms with an updated revision date. The changes will become effective and shall be deemed accepted by you, the first time you use or access the Products after the initial posting of the revised Terms and shall apply on a going-forward basis with respect to your use of the Products including any transactions initiated after the posting date. In the event that you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Products.

Entire Agreement. These Terms (and any additional terms, rules and conditions of participation that may be posted on the website of 1inch.network) including the Privacy Policy constitute the entire agreement with respect to the Products and supersedes any prior agreements, oral or written.

Privacy Policy. The 1inch.network Privacy Policy describes the ways we collect, use, store and disclose your personal information. You agree to the collection, use, storage, and disclosure of your data in accordance with the Privacy Policy.

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

Severability. In the event that any provision of these Terms is deemed invalid or unenforceable, the validity and enforceability of the remaining provisions shall remain unaffected and unimpaired. Any invalid or unenforceable portions can be reasonably interpreted to fulfill the intent and purpose of the original provision. If such interpretation is not possible, the invalid or unenforceable portion will be severed from these Terms, while the remaining provisions of the Terms will remain in full force and effect.

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