#### **1inch Network Trademark Guidelines**

Our greetings and welcome to the 1inch Network, a leading Decentralized Finance (DeFi) ecosystem run and grown by the community. The 1inch Network unites various decentralized protocols and products and the 1inch Network community, including the 1inch DAO and contributors, all dedicating resources for ecosystem development and allowing products to grow under the 1inch brand (here referred to as "1inch" or "we").

Our Marks, as defined below, are greatly associated with the quality, reputation and community trust gained by 1 inch through the years. The community and contributors of the 1 inch Network have committed people, financial and creative resources to empower the 1 inch brand with the value it carries today. Therefore, each community member has an interest in keeping the brand's and associated Marks' esteem intact, while being able to share them with you for further progress of the ecosystem. Our code is in part open-sourced, thus available for you to download it, modify, and improve. Therefore, it is essential for us and for maintaining our strong community to outline and enforce the appropriate use of our Marks.

We encourage the use of open-source code and appreciate your contribution to the development of the 1inch Network. We permit contributors, third-party developers, and partners to use the Marks under limited circumstances and only according to the terms outlined in these 1inch Network Trademark Guidelines ("Guidelines") with the aim to protect us, the 1inch brand and the 1inch Network community.

Unless you have an express license from 1inch and/or the Marks' owner, these Guidelines shall govern your use of the Marks. If you have a separate agreement with 1inch or the 1inch Marks' owner that addresses your use of the Marks, that agreement shall govern your use.

By using any of the Marks, you agree to comply with these Guidelines, including all of the instructions governing the use of the Marks. 1inch reserves the right to take action as necessary to protect the Marks and the 1inch Network users and community.

Please note that the use of the Marks, as defined below, is strictly prohibited: (i) within the territory of the United States of America and/or Prohibited Localities; (ii) by any persons or entities who reside in, are citizens of, are incorporated in, or have a registered office in the United States of America or any Prohibited Localities; or (iii) by any individuals or entities listed on the Sanctions Lists. The terms "Prohibited Localities" and "Sanctions Lists" are defined in the 1inch Network Interface Terms of Use.

These Guidelines may be updated from time to time. You are responsible for complying with the most current version of these Guidelines. If you do not agree to the terms outlined in these Guidelines, do not download or use any of the Marks.

### The 1inch Marks

These Guidelines govern your use of the trademarks, whether they are registered or not, logos and branding elements that identify the 1inch Network, 1inch products and services ("Marks" or "Assets"). The Marks include, but are not limited to:

- 1. 1inch Word Marks:
  - 1inch<sup>™</sup>
  - 1inch Network<sup>™</sup>
- 2. 1inch Logos, Descriptive and Figurative Marks:
  - Logos, descriptive and figurative marks that are associated with the 1inch brand, including the famous 1inch Unicorn, registered as a figurative trademark, available for you to be downloaded in the correct format from the <u>Marks List</u>.

For the avoidance of any doubt, this is not a complete list of the 1inch Marks, but please note that you cannot use any trademarks or logos not expressly mentioned in these Guidelines or in the <a href="Marks List">Marks List</a> for any purposes, without the 1inch's prior consent. For more information, contact us at <a href="mailto:foundation@1inch.io">foundation@1inch.io</a>.

All proprietary rights, including all copyright, trademark and other intellectual property rights in the Marks remain with the owner. All rights not expressly granted herein are reserved.

# **Proper Use Without Prior Permission**

You are allowed to do any of the following without our prior permission, as long as you do so in a way that does not, in 1inch's sole opinion, devalue, dilute, or disparage the 1inch brand, and does not harm the community.

- Use the Marks to truthfully refer to and/or link to unmodified 1inch smart contracts, protocols, interfaces, programs, products, services and technologies.
- Use the Marks to truthfully describe modified versions of 1inch smart contracts, protocols, interfaces, programs, products, services and technologies. You may indicate this by stating "We used 1inch Network software to create this software" or "This software is derived from the 1inch Network protocol" etc. But also, please add an equally prominent disclaimer "[Your Brand Name] and [Your Product Name] are not officially associated with 1inch".
- Use the Marks to clearly signal to users that there is no affiliation with or endorsement by 1inch.
- Use the Marks in software or protocols that integrate with 1inch to truthfully refer to, and, where possible, link to the applicable 1inch smart contracts, protocols, interfaces, programs, products, services and technologies hosted on the Ethereum blockchain or other blockchain networks.
- Follow the terms of the open source licenses for 1inch smart contracts, protocols, interfaces, programs, products, services and technologies.

Unless clearly stated above, any and all other instances of use require our prior written consent. To get more information or discuss the use of the Marks, contact us at <a href="mailto:fourielle-figure-fig-4">fourielle-figure

1inch may review use of the Marks at any time and and reserves the right to terminate or modify any such use if it is inconsistent with these Guidelines or is otherwise deemed inappropriate by 1inch.

## **Proper Use Guidelines**

When using the Marks in good faith as described and permitted above, you should always follow these rules:

- Use the Marks exactly as they are spelled, and/or shown at the <u>Marks List</u>. You may not change the
  appearance of the Marks, other than for scaling purposes. You shall not misspell, translate the Marks,
  hyphenate, combine it with other words or change the original wording or design.
- Always typeset 1inch with a "1" followed by lowercase letters "inch".
- If you are using a logo, provide adequate spacing from the other elements on the webpage or document. Maintain the legibility of the logos and keep them sharp, clear, and well-produced.
- Always use the Marks only as an adjective, never as a noun or verb, or in plural or possessive forms. Instead, use the generic term for the 1inch product or service following the trademark. (e.g., 1inch protocol, 1inch dApp, 1inch interface, 1inch smart contract, etc.).
- If feasible, place a clearly visible trademark attribution notice, such as: "[Mark] is a trademark of 1inch".
- Properly designate the status of the Mark by using the correct trademark symbol (® or ™, as stated above or in the Mark List).

### **Improper Use**

The Trademark may not be used to harm 1inch, our users, or the community; to misrepresent yourself or 1inch; to increase the likelihood of confusion for users; or in anything fraudulent, illegal, or in bad faith. The following list of prohibited uses is illustrative only:

- Don't use the Marks in the name of your interface, smart contract, protocol, business, product, service, app, domain name, publication, or other offering. Also, the name and handle of your social media account and any and all pages cannot begin with the Marks.
- Don't use the Marks in the name of any of your products or services. Don't capitalize "1inch", unless it's to mention the "1INCH" native token.
- Don't use marks, logos, company names, slogans, domain names, or designs that are confusingly similar to the Marks.
- Don't use the Marks on any type of merchandise (e.g., clothes, mugs, etc.).

- Don't display the Marks more prominently than your product, service, or company name. However, don't display it in a way that is not comprehensible or practically invisible to the user.
- Don't modify the Marks (for instance by abbreviating or distorting them, or combining them with any other symbols, words, or images, or incorporating them into a tagline or slogan).
- Do not assert rights over any Marks and do not seek to obtain trademark protection for any Marks or variations thereof.
- Don't use the Marks in a way that incorrectly implies affiliation with, sponsorship, endorsement, or approval by 1inch of your products or services, or that can be reasonably interpreted to suggest that any content has been authorized by or represents the views or opinions of 1inch or the Mark's owner.
- Don't display the Marks on any website that contains or displays adult content, promotes gambling, involves the sale of tobacco or alcohol to persons under twenty-one years of age, or otherwise violates applicable law.
- Don't display the Marks in a manner that may be deemed misleading, unfair, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable as per 1inch's sole discretion.

If you want to report misuse of the Marks or you have any questions, please contact us at foundation@linch.io.