

# Terms of Use

Created by 1INTRO  
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## Terms of Use

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Welcome to 1INTRO, a premier platform dedicated to enabling access and interaction with decentralized finance (DeFi) services through our innovative website and applications. This document outlines the Terms of Service (the "Terms") that govern your use of the 1INTRO platform, services, and technology. By accessing, browsing, or using our platform, you acknowledge that you have read, understood, and agreed to be legally bound by these Terms and Conditions.

Our Platform does not extend its offerings to individuals or entities located in, or legally tied to, the United States of America or any other jurisdictions deemed as Prohibited Localities, hereby referred to as Restricted Persons. This is a strict policy from which no deviations are made. Should you fall under the category of a Restricted Person, you are expressly forbidden from attempting to access or utilize our Interface. Additionally, the use of virtual private networks (VPNs) or any other methods by Restricted Persons for the purpose of accessing or utilizing the Interface is strictly forbidden. Access to this site is not permitted in any jurisdiction where doing so would contravene local laws. It is crucial that you thoroughly review and comprehend these terms of use prior to engaging with the site. These terms are universally applicable to all who access the site, and by doing so, you consent to be legally bound by them. Included within these terms is an obligatory clause for individual arbitration and a waiver for class action/jury trials, mandating that disputes be resolved through individual arbitration rather than through jury trials or class actions. If you are not agreeable to these terms of use, you must refrain from accessing the site. By engaging with the site in any form, you affirm that you have reviewed, understood, and accepted these terms of use.

## 1. Introduction

This document, known as the Terms of Use Agreement ("Terms" or "Agreement"), represents the legally binding terms that govern your use of the 1INTRO website, interface, and application (collectively referred to as "the Platform"), which are owned and managed by 1INTRO ("we", "us", or "our"). The Platform grants access to the decentralized 1INTRO Protocol, and may also be accessed through third-party web or mobile interfaces. These Terms are applicable to you, the user, encompassing all products, services, tools, and information provided on the Platform without limitation.

To engage with the Platform, you must have the capacity to enter into a legally binding contract, either personally or on behalf of an organization. By agreeing to these Terms, you affirm that you possess the legal authority to commit the entity you represent to these Terms, that you or your organization are not on any sanctions lists, that you are at least 18 years of age or the age of majority in your jurisdiction (whichever is greater), and that you have the necessary rights, power, and authority to agree to and fulfill the obligations stipulated in these Terms.

It is recommended that you regularly review these Terms to stay informed about any updates. 1INTRO reserves the exclusive right to modify these Terms at our discretion. Any changes become effective

immediately once posted on the Platform, and by continuing to use the Platform, you consent to be bound by these modifications. The ongoing use of the Platform after such modifications confirms your acceptance of these changes. We will update the "Last Updated" date in the Terms to reflect the most recent changes.

By continuing to use the Platform, you acknowledge that you have been adequately notified of any changes. Additionally, our Privacy Policy and Cookies Policy are integral to your access and utilization of the Platform.

## 2. Eligibility and Acceptance of Terms

**General Usage Restrictions:** Access to and use of the Platform is strictly prohibited for individuals or entities who are legally prevented from utilizing such services under applicable law.

**Responsibility for Compliance:** It is your responsibility to ensure that your access to and use of the Platform complies with all relevant laws and regulations applicable to you. By using the Platform, you declare that you are not on any Sanction Lists and do not qualify as a Restricted Person.

**Definition of Sanction Lists:** The term "Sanction Lists" refers to any lists of economic/trade embargoes or specially designated or blocked persons issued by international organizations or governmental authorities globally. This includes, but is not limited to, sanctions lists by the United Nations (accessible at <https://www.un.org/securitycouncil/content/un-sc-consolidated-list>), European Union, United States, and the United Kingdom.

**Jurisdictional Restrictions:** The services, information, and products provided by our Platform may not be appropriate or legally permissible for use in certain jurisdictions. You are prohibited from accessing or using our Platform in any jurisdiction where such action would contravene local laws or would obligate us to adhere to that jurisdiction's laws or registration requirements.

**Platform Access Limitations:** At our discretion, we reserve the right to restrict the Platform's availability to any individual, geographical area, or jurisdiction at any given time. Specifically, 1INTRO does not facilitate transactions with digital wallets based in, or residents of, certain regions including Myanmar (Burma), Cote D'Ivoire (Ivory Coast), Cuba, Crimea and Sevastopol, Democratic Republic of Congo, Iran, Iraq, Libya, Mali, Nicaragua, North Korea, Somalia, Sudan, Syria, Yemen, Zimbabwe, or any other areas identified on the Sanction Lists.

**Prohibition of Circumvention:** You are not allowed to employ software or network manipulation techniques, such as using Virtual Private Networks (VPNs), to alter your internet protocol address or to bypass these restrictions.

**Definition of Restricted Persons:** Restricted Persons include individuals or entities identified by international organizations or governmental bodies as being affiliated with or included on Sanction Lists. This also encompasses any individual or entity situated in, holding citizenship of, incorporated within, or

having a registered office in the specified Prohibited Localities.

**Compliance and Enforcement:** 1INTRO employs technology to identify and prevent the use of our interface by wallets that do not comply with our terms, specifically aiming to block access from Restricted Persons and entities from Prohibited Localities. You agree not to use any technology or method to circumvent the terms laid out herein.

### 3. Website

Within the framework of the Site, 1INTRO grants access to a decentralized finance application (referred to as "Application" or "1INTRO dapp") which operates on the Solana blockchain ecosystems. This enables users holding blockchain-based assets ("Cryptocurrency Assets") to engage in transactions utilizing smart contracts ("Smart Contracts"). Engaging with the 1INTRO dapp may incur certain fees, like gas charges on the Solana network, necessary for executing a transaction. It is important for you to recognize and accept that 1INTRO does not influence any operational aspects of transactions, including but not limited to, the conduct of transactions, the payment mechanisms of transactions, or the actual facilitation of payment processes. It is your responsibility to ensure the availability of adequate funds in your account to successfully carry out a transaction on the 1INTRO platform before you commence any such transaction.

Furthermore, you acknowledge and consent to the fact that 1INTRO exercises no control over the specifics of any transactions executed via the 1INTRO platform, including the means of payment for transactions or the actual completion of payments within transactions, which may involve the use of third-party services such as Phantom, Metamask, or similar cryptocurrency wallet services. Similarly, it is incumbent upon you to ensure that your cryptocurrency wallet, compatible with 1INTRO ("Cryptocurrency Wallet"), is sufficiently funded with the relevant cryptocurrency tokens necessary to fulfill any transaction on both the 1INTRO platform and the Solana network prior to initiating such transactions.

### 4. Fees

1INTRO implements a platform access fee structure for Liquidity Bootstrapping Pools (LBPs), with the exact fee percentages for standard LBPs being determined based on the accrued quantity to the base token balance upon the completion of an LBP. The completion, or conclusion, of an LBP is identified by the liquidity provider's withdrawal of both main and base token balances from the LBP. The accrued quantity subject to fees includes increments to the base tokens resulting from swaps and associated swap fees.

### 5. Access Disclaimer

ACCESS TO THE SITE AND ALL ASSOCIATED PRODUCTS IS GRANTED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS, WITHOUT ANY FORM OF WARRANTY, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO

IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY FOR A SPECIFIC PURPOSE, AND NON-INFRINGEMENT. THERE IS NO GUARANTEE THAT THE SITE OR ANY PRODUCTS OFFERED THROUGH IT WILL BE FREE OF DEFECTS, VIRUSES, OR THAT THEIR OPERATION WILL BE UNINTERRUPTED. UTILIZING THE SITE, ITS PRODUCTS, AND ANY MATERIALS OR SERVICES ACCESSED THROUGH IT IS ENTIRELY AT YOUR DISCRETION AND RISK, AND YOU BEAR FULL RESPONSIBILITY FOR ANY DAMAGES THAT MAY ARISE FROM SUCH USE. IT IS IMPORTANT TO NOTE THAT SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, HENCE, SOME OR ALL OF THE PRECEDING EXCLUSIONS MAY NOT APPLY TO YOU.

## 5.1 Site Availability

We do not assure continuous, uninterrupted, or error-free access to the Site or its content. Access may occasionally be interrupted, suspended, or restricted due to faults, errors, unforeseen circumstances, or scheduled maintenance and updates.

## 5.2 Right to Limit Access

We reserve the sole right to restrict site availability to any individual, geographic area, or jurisdiction at our discretion, including the right to terminate your access and use of the Site. We may also suspend or disable access to the Site for any breaches of these Terms, whether intentional or unintentional, and may alter or remove Site content at any time without obligation to update such content.

## 5.3 User Obligations

By accessing or using the Site, you commit to:

- Only using the Site and its Services for lawful purposes, in compliance with these Terms.
- Ensuring all provided information is accurate, complete, and up-to-date.
- Maintaining the security and confidentiality of your cryptocurrency wallet access.

## 5.4 Prohibited Conduct

You agree not to:

- Violate any applicable laws or regulations, including anti-money laundering, anti-terrorism financing, and privacy laws.
- Engage in unlawful use of the Site or conduct that indirectly supports illegal activities.
- Infringe upon intellectual property rights or commit tortious acts on the Site.
- Interfere with other users' enjoyment of the Site or impair its functionality.
- Attempt to bypass the Site's security measures or access unauthorized areas.
- Introduce harmful software or content to the Site.
- Post objectionable content or engage in deceptive practices on the Site.

## 5.5 Risk Acknowledgment

You recognize the inherent risks involved with digital asset transactions, including potential losses due to price fluctuations or the inability to access or use your Cryptocurrency Assets. Digital assets are volatile and not backed by any government, making transactions irreversible and losses potentially unrecoverable.

Engaging in LBPs carries specific risks, such as legal liabilities from supporting illegal activities or the fluctuation of token prices. You acknowledge that you bear all responsibility for the legality and copyright adherence of the LBP you create, and 1INTRO reserves the right to remove any LBPs violating these terms.

By using the Site, you waive any claims against 1INTRO related to your use of the Site, the Application, or Smart Contracts. This includes losses or damages encountered from interacting with third-party content or websites linked through the Site.

The Site may include links or references to third-party websites or content for informational purposes. We do not endorse, nor are we responsible for, the accuracy or reliability of such third-party content. Your interaction with third-party sites is governed by their respective terms and conditions.

## 6. Privacy Policy and Cookie Policy

Parts of our website are designed to gather information regarding your use and interaction. Furthermore, during your visit to the Site, data pertaining to your computer and how you engage with the Site might be collected.

## 7. Ownership and Use of Content

1INTRO possesses exclusive intellectual property rights over the content and materials displayed on the Site. These materials are protected under copyright law, with all rights firmly held. The domain [www.1intro.com](http://www.1intro.com) represents our official online address. Without obtaining our explicit written approval beforehand, this URL, along with any others we own, should not be utilized on any other web or digital platforms. Engaging in unauthorized usage or replication could lead to legal action.

When you upload or submit data to the Site, your rights over the copyright of that data remain intact. However, by doing so, you provide us with a global, non-exclusive, perpetual license to replicate, distribute, publish, or otherwise utilize this data as we see fit.

## 8. Limitation of Liability

In no event will 1INTRO, including its officers, directors, employees, contractors, agents, affiliates, or subsidiaries, be liable for any indirect, punitive, incidental, special, consequential, or exemplary damages. This encompasses, but is not limited to, loss of profits, goodwill, use, data, or other intangible losses, resulting from your interaction with or use of the Site, including its interface. We also disclaim any responsibility for damages, losses, or injuries resulting from unauthorized Site activities such as hacking, tampering, or other security breaches, as well as the unauthorized use of our servers or databases and the information they hold.

We are not accountable for:

- Inaccuracies or errors in the Site's content;
- Personal injury or property damage of any kind resulting from your Site access or use;
- Unauthorized access to or use of our secure servers and/or any and all personal information stored therein;
- Interruptions or cessation of the Site's operations;
- Malware that may be transmitted to or through the Site;
- Any content errors, omissions, losses, or damages experienced as a result of using the Site;
- Defamatory, offensive, or illegal conduct by any user or third party.

Our liability for claims, damages, losses, or costs shall not exceed \$100.00 under any circumstances, irrespective of the basis of the claim, including contract, tort, negligence, or otherwise, even if we have been informed of such potential damages. Accepting these Terms means agreeing to limit 1INTRO's liability and that of our associated personnel to the fullest extent permitted by law, acknowledging that limitations or exclusions for warranties and liability may not apply in all jurisdictions.

## 9. Site Security and Content Disclaimer

Please be aware that we cannot assure the Site's security or its immunity from bugs and viruses.

It falls upon you to appropriately set up your technology, computer programs, and platforms to safely access the Site. Implementing your own virus protection and security measures is highly recommended. While we strive to ensure the Site's safety, we cannot guarantee that utilizing the Site or its content will not potentially infringe on third-party rights.

The information and materials provided on the Site serve solely for educational purposes and are not crafted to meet individual needs or preferences. Specifically, the content should not be interpreted as financial, legal, or professional advice, nor does it constitute an encouragement or directive to engage in token transactions or any financial dealings. Prior to making any investment decisions, especially concerning digital assets which carry inherent risks, consulting with independent financial, legal, and tax advisors is advisable.

Furthermore, nothing on the Site should be considered as an invitation or proposal to buy or sell investments or services in any jurisdiction where such activity is unauthorized.

Occasionally, we may refer to previously collected data or information, which could be selective or incomplete. Given the dynamic nature of markets, any information or data shared previously might no longer reflect the current state and should be approached with caution.

## 10. Indemnification

By using the site, you commit to indemnify and protect 1INTRO, along with our officers, directors, employees, contractors, agents, affiliates, and subsidiaries, against any third-party claims or demands, including legal fees and costs, that arise due to your use of the site or as a result of this agreement.

## 11. General

We reserve the right to fulfill our obligations and exercise the rights bestowed upon us within these Terms through either associated or non-associated third parties. Additionally, we may transfer any or all of our rights and responsibilities under these Terms to a third party.

Should any section or portion of these Terms be deemed null, void, or unenforceable, such parts will be excluded from the agreement, allowing the remaining sections to persist effectively, as long as the essence of these Terms remains unchanged.

Our failure to act upon or enforce any specific right, power, or remedy should not be interpreted as a waiver of such or any other right, power, or remedy available under these Terms or the law. Even if any provision of these Terms is rendered invalid or unenforceable by a competent court, the rest of the Terms shall remain in effect.

The protections, obligations, and limitations outlined in these Terms will outlast the termination of the agreement, remaining applicable through any suspension or downtime of the Site, for any reason.

These Terms, along with any referenced documents, constitute the complete agreement between you and



us regarding your engagement with the Site and the services offered by 1INTRO, superseding all prior communications and agreements, whether written or verbal.

Any disputes arising from these Terms will be resolved through arbitration under the Swiss Rules of International Arbitration by the Swiss Chambers' Arbitration Institution effective on the date the Notice of Arbitration is submitted. Arbitration may involve one or three arbitrators, with the proceedings conducted in English and the location decided by the arbitrators. The governing law for these proceedings will be chosen by us, which may be Estonian law or another jurisdiction's law as we see fit.

All parties involved, irrespective of their use of the Site for personal, commercial, or other purposes, are required to bring disputes as individuals, not as part of any class or collective action. This agreement precludes class or collective arbitration; the arbitrator(s) will not consolidate more than one individual's claims without our mutual consent. By agreeing to these Terms, both you and 1INTRO waive any rights to a jury trial or to participate in a class action, collective action, or any form of representative proceeding.

## **12. Unforeseeable Circumstances and Liability Exemption**

Transactions conducted via the Site might be susceptible to disruptions stemming from unforeseen or uncontrollable events such as natural disasters, pandemics, emergencies, or significant external changes. In instances where such events lead to missed opportunities (for example, the inability to execute a payment order, thereby foregoing potential profits), 1INTRO is not required to undertake remedial actions or interventions. Consequently, 1INTRO bears no liability for any resulting financial losses or missed profit opportunities due to such force majeure circumstances.

## **13. Contact Us**

Should you have any inquiries regarding these Terms or any other subject, feel free to reach out to us at our official website: <https://www.1intro.com> .