

Terms and Conditions

These Terms and Conditions (“Terms”) apply to Fast Radius, Inc’s (“Fast Radius”) provision of the design files and related information for a 3D-printed re-useable face mask (“Design”) to You through publication on its website. If You do not agree to these Terms, then do not use the Design.

1. “You” and “your” refers to the person or entity that has access to the Design.
2. These Terms are in addition to any applicable Terms of Use regarding Fast Radius’ website, which can be found [here](#), and are incorporated as if fully set forth herein. BY ACCESSING THE DESIGN, YOU ARE AGREEING TO THESE TERMS AND THE TERMS OF USE. In the event that that the Terms of Use conflict with these Terms, these Terms shall control.
3. Fast Radius is providing the Design to You on an open source basis and for informational purposes only, without any warranty of any kind. ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE HEREBY DISCLAIMED.
4. To the maximum extent permitted by law and any applicable licenses, Fast Radius retains all right, title and interest in any protectable materials including any and all intellectual property rights whether arising under patent, trademark, copyright, or otherwise. Fast Radius hereby grants You a limited revocable, non-transferable, non-sublicensable license to use the design information solely for Your personal use.
5. **THE MASKS HAVE NOT BEEN TESTED, APPROVED, OR PROVEN TO SLOW OR STOP THE SPREAD OF ANY INFECTIOUS DISEASE, INCLUDING COVID-19, AND ARE NOT INTENDED FOR MEDICAL USE. YOUR USE OF THE DESIGN, AS WELL AS YOUR MANUFACTURE AND USE OF THE MASKS IS AT YOUR OWN RISK.**
6. All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Illinois.
7. These Terms comprise the entire agreement between You and Fast Radius with respect to the subject matter hereof, and supersede all prior or contemporaneous understandings, promises, agreements, negotiations, representations and warranties, and communications, both written and oral and neither party is relying on any of the foregoing unless expressly set forth herein.

8. You shall defend, indemnify and hold Fast Radius and its directors, officers, employees, contractors and agents, harmless from and against any and all claims, liability and losses, of any kind, including expenses and attorneys' fees suffered, incurred or sustained by Fast Radius or to which Fast Radius becomes subject, resulting from, arising out of or relating to any claim premised upon loss or damage of any kind, including bodily injury, death, property damage, or otherwise, resulting from Your use of the Design, including any object printed by You or on Your behalf in connection with the Design.

9. Limit of Liability. In no event shall Fast Radius be liable to You or any third-party for any direct, indirect, consequential, incidental, special, exemplary, or punitive damages, in connection with your use of the Design, whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damages were foreseeable and whether or not seller has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

10. No Third-Party Beneficiaries. These Terms are for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

11. Severability. If any term or provision of these Terms is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.