Terms of Use

Effective Date: June 1, 2025
Provider: RapidRF AI Inc.
Address: 5414 Oberlin Dr, Suite 250, San Diego, CA 92121, USA
Platform: www.rapidrf.ai

By registering for and using the RapidRF AI Inc. platform ("Platform"), you (“User”) agree to the following Terms of Use.

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1. Scope of the Platform

RapidRF AI Inc. offers an AI-based design automation platform for the generation of Radio Frequency Integrated Circuit (RFIC) designs. The Platform allows users to configure design parameters, automatically generate circuit designs, and purchase and download those designs for fabrication.

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2. Ownership of Design Output

Users who purchase and download design files through the Platform are granted **full ownership** of the generated files. RapidRF AI Inc. retains no rights over the downloaded design content, except for the underlying platform technology and methods used to generate them.

Users are solely responsible for securely storing and managing their generated design files. RapidRF AI Inc. does not provide long-term storage or backup services for any design outputs. All generated files will be **permanently deleted after a defined retention period**, and RapidRF will not be able to recover or reissue them under any circumstances.

Furthermore, RapidRF AI Inc. makes **no guarantee** that the AI system will generate the same or a similar design in the future for identical or comparable input specifications.

2A. Restrictions on Use for AI Training or Model Development

The generated design files are provided solely for the User’s internal use and intended fabrication purposes. **Users are strictly prohibited from using the generated designs, in whole or in part, for the purpose of training, fine-tuning, benchmarking, or developing any artificial intelligence, machine learning, or design automation system.**

Any such use constitutes a material breach of these Terms and will result in the **immediate termination of the User’s access to the Platform**, without refund or prior notice. RapidRF AI Inc. also reserves the right to pursue legal action, including but not limited to claims for damages and injunctive relief.

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3. User Responsibilities

Users are solely responsible for:

- Providing accurate configuration inputs;
- Assessing the suitability, correctness, and regulatory compliance of the design for their intended use;
- Verifying all designs prior to fabrication or production;
- Ensuring they have the necessary legal agreements in place for fabrication (see Section 6).

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4. No Warranty; Final Sale

All designs are generated by automated algorithms based on user inputs and are provided **"as is"**, **without any warranty**, express or implied, including warranties of merchantability, fitness for a particular purpose, or non-infringement.

All purchases are final and non-refundable. RapidRF AI Inc. does not guarantee that the designs will meet performance expectations or be free of design flaws or errors.

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5. Limitation of Liability

To the maximum extent permitted by law, RapidRF AI Inc. shall not be liable for any direct, indirect, incidental, special, or consequential damages resulting from:

- The use, misuse, or inability to use any design file;
- Design failure after fabrication;
- Any business interruption, fabrication cost, or loss of revenue;

In any case, RapidRF AI Inc.'s total liability is strictly limited to the amount paid by the user for the specific design file.

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6. Fabrication Conditions

The Platform delivers RFIC designs intended for fabrication at commercial semiconductor foundries. It is the **User's sole responsibility** to ensure that they have all necessary legal agreements, such as Non-Disclosure Agreements (NDAs), in place with their chosen foundry before requesting delivery of design files.

Users are required to provide evidence of such legal agreements—for example, a copy of the NDA or a written confirmation from the foundry—prior to receiving any design files. RapidRF AI Inc. reserves the right to withhold delivery until satisfactory documentation is provided.

RapidRF AI Inc. bears **no responsibility for the relationship between the User and the foundry**, nor for any issues arising during the fabrication process.

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7. Export Control Compliance

Some design outputs may fall under **International Traffic in Arms Regulations (ITAR)** or other U.S. export control laws. It is the User's responsibility to determine whether their use or transfer of the designs requires export authorization. RapidRF AI Inc. disclaims any liability related to improper export or misuse under applicable laws.

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8. Support Services

The Platform is primarily designed for **self-service** use. However, during the early access phase or pilot programs, RapidRF AI Inc. may provide limited support on a case-by-case basis at its sole discretion.

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9. Indemnification

You agree to indemnify, defend, and hold harmless RapidRF AI Inc., its officers, agents, and employees from any claims, losses, damages, liabilities, or expenses (including legal fees) arising out of:

- Your use or modification of any design files;
- Violation of applicable laws or third-party agreements;
- Breach of these Terms.

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10. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of the State of Texas, United States, without regard to its conflict of law principles. Any disputes arising under or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts located in Texas, United States.

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11. Agreement and Modifications

By creating an account or using the Platform, you confirm that you have read and agreed to these Terms. RapidRF AI Inc. reserves the right to update or modify these Terms at any time. Continued use of the Platform following such changes constitutes acceptance of the updated Terms.

12. Customer Information and Usage

By using the Platform, you acknowledge and agree that any information you provide during registration or use of the Platform—including but not limited to contact details, usage patterns, and interaction data—may be collected and used by RapidRF AI Inc. for internal business purposes, including platform improvement, analytics, and customer support.

Furthermore, RapidRF AI Inc. retains ownership of this customer information and may use it in aggregate or anonymized form for marketing, business development, and promotional activities. RapidRF AI Inc. will not sell personally identifiable information to third parties without your consent, except as required by law or as part of a business acquisition or merger.