Shield3D Software Terms of Use

Conditions of use, restrictions and disclaimers

Shield3D v2.7
November 2026

These Terms of Use ("Terms") govern the use of the software "Shield3D" ("Software") provided by Cave Studio Inc. ("we"/"us"). By installing, launching, or using the Software, you ("User") agree to these Terms.

1. License

1. We grant the User a non-exclusive, non-transferable license to use the Software within the scope of the plan and number of seats contracted.
2. All intellectual property rights in the Software belong to us or the rightful owners. These Terms do not transfer those rights.
3. The User must not activate or use the Software on more "inspection PCs" than contracted at the same time.

2. Prohibited acts

The User must not:

1. **Reverse engineer, decompile, disassemble, or otherwise analyze** the Software in whole or in part (except where expressly permitted by law).
2. **Modify or tamper with** the Software, or **circumvent or disable technical restrictions** such as license activation, seat limits, integrity checks, or expiration — or attempt to do so.
3. **Redistribute, sublicense, lend, transfer, or publish** the Software, license keys, or activation data to third parties without our prior written consent.
4. Remove or alter copyright notices, trademarks, or notices in the Software.
5. Use the Software to infringe the rights of us or any third party, or to act in violation of law or public order.
6. Provide inspection/removal services to third parties for a fee using the Software without our consent (inspecting your own deliverables is excluded).

3. Third-party software

The Software may include or interoperate with third-party software such as ClamAV and YARA, under the conditions in the bundled `THIRD_PARTY_NOTICES.md`. When using the VirusTotal lookup feature, the User must comply with VirusTotal's terms and obtain any license required for commercial use (e.g. a Premium API key) at their own responsibility.

4. No warranty / limitation of liability

1. Inspection results **do not guarantee that no threat exists**. Even a "clean" verdict may miss unknown malware or threats outside the Software's scope.
2. Use of cleaned copies is at the User's own risk. The User must **keep a backup of the original data** before cleaning.

3. We do not warrant that the Software fits a particular purpose, runs without interruption, or is error-free.
4. Except in cases of our willful misconduct or gross negligence, we are not liable for damages arising from use or inability to use the Software. Where we are liable, our liability is capped at the total fees paid to us in the preceding 12 months.

5. Term and termination

1. Use is valid during the contracted plan period. A free trial automatically moves to the Free plan at expiry.
2. If the User breaches these Terms, we may terminate the license without prior notice.

6. Changes

We may amend these Terms as necessary and will notify Users of material changes by reasonable means.

7. Governing law / jurisdiction

These Terms are governed by the laws of Japan. The [ ] District Court shall have exclusive jurisdiction of the first instance over disputes relating to the Software.

Cave Studio Inc.

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