Terms of Service

Effective Date: September 21, 2026

1. Purpose and Definitions

1. These Terms of Service ("Terms") set forth the rights, obligations, and responsibilities between Mush Software (the "Provider"), which operates HimitsuShell (the "Software"), and users regarding the use of the Software.
2. The definitions of terms used in these Terms are as follows.
    a. **"Software"**: The functionality that obfuscates and compiles shell scripts entered by the user into executable binary form, along with all functions incidental thereto
    b. **"User"**: A person who agrees to these Terms and uses the Software
    c. **"Output"**: The obfuscated binary files and related deliverables generated through the Software

2. Effectiveness and Amendment of Terms

1. These Terms become effective upon being posted on the Software's screen.
2. Installing or using the Software constitutes agreement to these Terms. If you do not agree to these Terms, you must discontinue use of the Software.
3. The Provider may amend these Terms to the extent that such amendment does not violate applicable laws.
4. In the event of an amendment, changes unfavorable to users will be notified 30 days prior to the effective date, and other changes will be notified 7 days prior, via notice within the Software or by email.
5. Continued use of the Software after the effective date of amended Terms constitutes agreement to the amended Terms.

3. Contents of the Software

1. The Software is provided as follows.
    a. **Web Edition**
        i. Available for use at himitsushell.com without separate installation.
        ii. Code entered by the user and the generated output are automatically deleted from the server upon completion of compilation. The Provider does not view or disclose the user's code to third parties.
    b. **Commercial Edition**
        i. Paid software that runs independently in the user's local environment.
        ii. Code and output are processed only within the user's local environment and are not transmitted externally.
        iii. Users who use the Software for commercial purposes must purchase the Commercial Edition. Individual developers must purchase a Personal License, and companies or

organizations must purchase a Company License.

iv. A one-time purchase grants perpetual use, with free updates provided for one year from the date of purchase. An additional year of updates may be purchased separately.

v. Following completion of purchase, the Software, usage guide, and updates will be provided to the email address used at the time of purchase.

vi. Refunds are only available within 30 days of purchase in cases of serious defects in the Software.

vii. The user does not acquire ownership of the Software and is granted only a non-exclusive, non-transferable license to use it. Users are prohibited from sharing or selling the Software to third parties. The Software (excluding output) may contain identifying information, which may be used to verify unauthorized sharing or distribution.

2. The Provider may add or change features without prior notice to improve the quality of the Software.
3. The Provider warrants that the Software does not contain viruses or other malicious code. If an antivirus program detects such elements, this may be a false positive and shall not constitute grounds for a refund.

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4. User Obligations

Users shall not engage in any of the following acts.

1. Creating or distributing code for malicious purposes such as malware, ransomware, or spyware
2. Creating code to be used for unauthorized access to others' systems, hacking, or other illegal attacks
3. Creating or using code that violates applicable laws in the user's country or region
4. Interfering with the normal provision of the Software or causing excessive load
5. Using automated means to make unauthorized mass use of the Software
6. Building a system or software that provides substantially the same or similar functionality as this Software
7. Renting or selling this Software to third parties
8. Analyzing, decompiling, debugging, reverse engineering, or attempting to do so with the Software

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5. Use of and Responsibility for Output

1. All legal responsibility arising from the use of output rests with the user, and the Provider bears no responsibility whatsoever regarding the purpose or manner of use of the output.
2. Users must directly verify and comply with the relevant laws of their country and region before distributing output.

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6. Intellectual Property Rights

1. Intellectual property rights to the documentation, technology, UI/UX, etc. provided by the Software belong to the Provider.

2. Rights to the code entered by the user and the output generated based thereon belong to the user.
3. Users must not enter code that infringes upon others' copyrights or other intellectual property rights, and users bear responsibility for any disputes arising therefrom.

7. Limitation of Liability

1. The Software is provided "as-is," and the Provider is not liable for the following:
   a. Direct or indirect damages arising from use of the Software or output
   b. The accuracy, completeness, security, or fitness for a particular purpose of the output
   c. Issues arising from errors, vulnerabilities, or malicious functions contained in code entered by the user
   d. Damages arising from the user's distribution of output to third parties
   e. Interruption of the Software due to force majeure, hacking, system failure, or other causes beyond the Provider's reasonable control
2. The disclaimer in Paragraph 1 does not apply to damages caused by the Provider's willful misconduct or gross negligence.

8. Restriction of Use

If a user violates these Terms or interferes with the normal operation of the Software, the Provider may restrict or block that user's use of the Web Edition without prior notice, and may discontinue providing updates for the Commercial Edition.

9. Handling of Personal Information

The Provider processes personal information collected in connection with the provision of the Software in accordance with a separate Privacy Policy.

10. Governing Law and Dispute Resolution

1. The laws of the Republic of Korea shall apply to the interpretation of these Terms and any disputes arising therefrom.
2. In the event of a dispute related to the use of the Software, the parties shall in principle seek to resolve it through mutual consultation.
3. If no agreement is reached through consultation, the Pyeongtaek Branch of Suwon District Court of the Republic of Korea, having jurisdiction over the Provider's location, shall be the competent court.

11. Contact

Inquiries related to the use of the Software may be submitted via the following:

- Email: hjyun@mushsw.com