# GitKit License Agreement

**Last Updated:** 14th December, 2025

**TL;DR Summary:**

* **You CAN:** Build unlimited SaaS apps, client projects, and personal tools.
* **You CAN:** Charge your users for the apps you build.
* **You CANNOT:** Resell this code as a starter kit, boilerplate, or open-source it.
* **You CANNOT:** Post this code to a public GitHub repository.

This License Agreement ("Agreement") is entered into between **GitKit** ("Licensor"), and you, the user ("Licensee"). By downloading, accessing, or using the GitKit codebase (the "Product"), Licensee agrees to be bound by the terms and conditions of this Agreement.

## 1. Grant of License

### 1.1 Standard License (Individual & Freelancers)

Subject to the terms and conditions of this Agreement, GitKit grants Licensee a **non-exclusive, non-transferable, non-sublicensable** worldwide license to use the Product for the following purposes:

* **Unlimited Projects:** Create an unlimited number of End Products (SaaS applications, websites, internal tools).
* **Commercial Use:** Build and operate commercial services where end-users pay a fee.
* **Client Work:** You are permitted to use the Product to build applications for clients. You may transfer the *compiled/built application* and the *source code required to maintain it* to the client, provided that the client does **not** resell the source code as a competing product.

### 1.2 Team License (Agencies & Startups)

If a Team License was purchased:

The rights in Section 1.1 are extended to include:

* **Multi-Seat Access:** The Product may be shared and used by multiple developers within a single organization or legal entity.
* **Source Control:** The Product may be stored in a private shared repository accessible only to team members.

## 2. Strict Restrictions (The "No-Go" Zone)

Licensee shall **NOT**:

### 2.1 No Resale of Source

* Sell, resell, rent, lease, or exchange the Product itself, either in its original form or as a modified version (e.g., "reskinned" boilerplate).
* Create a derivative product that competes directly with GitKit (e.g., a "Next.js Starter Kit" based on this code).

### 2.2 No Public Disclosure (Open Source)

* **Public Repositories:** You are strictly prohibited from uploading the Product to any **public** code repository (e.g., GitHub Public Repo, GitLab Public). All repositories containing this code must be **Private**.
* **Open Source:** You may not release the Product under any open-source license (MIT, GPL, etc.).

### 2.3 No "Wrapper" Products

* You may not wrap the Product in a thin UI layer or minor modification and sell it as a template, theme, or starter kit. The value of your End Product must be derived from your specific application logic, not the GitKit boilerplate foundation.

## 3. Ownership and Intellectual Property

* **GitKit Ownership:** GitKit retains all ownership and intellectual property rights to the core boilerplate code.
* **Your Ownership:** You retain full ownership of the intellectual property, design, and unique data of the **End Products** (the apps) you build. We claim no royalty or rights over your success.

## 4. Updates and Support

* **Updates:** This license grants you access to the version of the Product available at the time of purchase. Future updates may be provided at GitKit's discretion but are not guaranteed unless explicitly stated.
* **Support:** This license does not include dedicated engineering support or custom development services.

## 5. Refund Policy (Digital Goods)

Due to the non-returnable nature of digital source code, **all sales are final**. By purchasing, the Licensee acknowledges that the Product is digital data that cannot be "returned," and therefore, no refunds will be issued once access has been granted.

## 6. Warranty and Disclaimer

THE PRODUCT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. GITKIT DISCLAIMS ALL WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT THE CODE IS BUG-FREE OR THAT IT WILL MEET YOUR SPECIFIC REQUIREMENTS.

## 7. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, GITKIT SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, DATA, OR REVENUE) ARISING OUT OF THE USE OF THE PRODUCT. OUR TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCT.

## 8. Governing Law

This Agreement shall be governed by the laws of **India**. Any disputes shall be resolved in the courts of **Bangalore**.

GitKit

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