# Terms of Service for GitKit

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

## 1. Introduction and Acceptance

Welcome to **GitKit** ("we," "us," or "our"). By accessing our website, purchasing our codebase, or using our services (collectively, the "Service"), you ("User," "you," or "Customer") agree to be bound by these Terms of Service ("Terms") and our Privacy Policy.

If you do not agree to these Terms, you must not access or use the Service.

## 2. The License

Upon purchase of GitKit, we grant you a non-exclusive, non-transferable, non-sublicensable, revocable license to use the GitKit codebase ("Codebase") subject to the following conditions:

### 2.1 What You CAN Do (Permitted Use)

* **Personal Projects:** You may use the Codebase to build unlimited applications for your own personal use.
* **Commercial Projects:** You may use the Codebase to build unlimited commercial Software-as-a-Service (SaaS) applications, websites, or digital products where the end-user is a customer of that application.
* **Client Work:** You may use the Codebase to build applications for clients, provided ownership of the final built application is transferred to the client, but the *source code license* remains with you (or the client purchases their own license).

### 2.2 What You CANNOT Do (Prohibited Use)

* **No Resale of Source Code:** You strictly cannot resell, redistribute, sublicense, or share the source code of GitKit, in whole or in part, as a standalone product, boilerplate, starter kit, or template.
* **No Open Source:** You cannot publish the Codebase (or significant portions of it) to public repositories (e.g., GitHub, GitLab) or as open-source software.
* **No "Wrapper" Competitors:** You cannot use the Codebase to create a product that directly competes with GitKit by offering a similar "starter kit" or "boilerplate" value proposition.

## 3. Intellectual Property Rights

* **Our Ownership:** GitKit and its original Codebase, documentation, and design assets remain the exclusive property of GitKit. Purchasing a license does not convey copyright ownership of the underlying Codebase to you.
* **Your Ownership:** You retain full ownership of the intellectual property, data, and branding of the **applications you build** using GitKit. We claim no rights over your final developed products.

## 4. Payment and Refunds

### 4.1 Pricing

Prices for the Codebase are one-time payments (unless otherwise specified) and are subject to change without notice. We reserve the right to modify pricing at any time.

### 4.2 Refund Policy

**All sales are final.** Due to the nature of digital goods (source code), which can be copied and stored locally immediately after purchase, we do not offer refunds once access to the repository or download link has been granted.

## 5. Third-Party Services

GitKit integrates with third-party services, including but not limited to **Stripe, Razorpay, Supabase, and Next.js**.

* We do not control these services and are not responsible for their uptime, API changes, pricing changes, or terms of service.
* It is your responsibility to maintain your own accounts and compliance with these third-party providers.
* GitKit is not liable if a third-party update breaks your application.

## 6. Updates and Support

* **Updates:** We may provide updates to the Codebase to fix bugs or add features. However, we are under no legal obligation to provide updates indefinitely.
* **Support:** Support is provided at our discretion. We are not obligated to provide "hands-on" debugging for your specific implementation or custom logic added on top of the Codebase.

## 7. Disclaimer of Warranties

THE SERVICE AND CODEBASE ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE DISCLAIM ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

WE DO NOT WARRANT THAT THE CODEBASE WILL BE BUG-FREE, ERROR-FREE, OR SECURE. YOU ASSUME ALL RISKS ASSOCIATED WITH USING THE CODE FOR YOUR PROJECTS.

## 8. Limitation of Liability

IN NO EVENT SHALL GITKIT, ITS FOUNDERS, OR AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, DATA, OR BUSINESS INTERRUPTION, ARISING OUT OF YOUR USE OR INABILITY TO USE THE CODEBASE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

OUR TOTAL LIABILITY FOR ANY CLAIM ARISING OUT OF THESE TERMS SHALL NOT EXCEED THE AMOUNT YOU PAID FOR THE SERVICE.

## 9. Indemnification

You agree to indemnify, defend, and hold harmless GitKit and its owners from any claims, liabilities, damages, and expenses (including legal fees) arising from:

* Your use or misuse of the Codebase.
* Any application you build using the Codebase.
* Your violation of these Terms or any applicable law.

## 10. Termination

We reserve the right to terminate or suspend your license and access to our Service immediately, without prior notice or liability, if you breach these Terms (specifically Section 2.2 regarding redistribution).

## 11. Governing Law

These Terms shall be governed by and construed in accordance with the laws of **[Insert Your Jurisdiction, e.g., Karnataka, India]**, without regard to its conflict of law provisions. Any legal action or proceeding arising under these Terms shall be brought exclusively in the courts located in **[Insert City/Region]**.

## 12. Changes to Terms

We reserve the right to modify these Terms at any time. We will notify users of any material changes by posting the new Terms on this page. Your continued use of the Service after any such changes constitutes your acceptance of the new Terms.

## 13. Contact Us

If you have any questions about these Terms, please contact us at:

Email: support@getgitkit.com