

Terms and conditions

These Terms of Service ("Terms") govern the use of the **Business-Oriented Boilerplate** and **GuideBook** products ("Products"), as well as any related services provided by **FlyUp**.

By using our products and services, you agree to comply with these Terms and the applicable Polish law. If you do not agree with these Terms, the use of our products and services is prohibited.

FlyUp reserves the right to review and modify these Terms at its discretion. All changes will be promptly published on the website or communicated electronically, and will become effective upon publication or notification.

Last updated: February 19, 2025

1. Identification Data

Company Name: FlyUp

Owner: Aleksander Nowak

Address: Kardynała Kominka 23A/11, 44-200 Rybnik, Poland

Email: alex@businessorientedprogramming.com

2. Subject of the Agreement and Licenses

The Products available under these Terms include:

- **Business-Oriented Boilerplate**
- **GuideBook**

We offer two types of licenses:

- **Standard License** – a license that allows you to use the Product for non-commercial purposes and within your own projects, subject to a prohibition on further distribution or resale.
- **Client Work License** – a license that allows you to use the Product in projects performed for clients, with the ability to modify and adapt the Product, but without the right to resell the Product as such.

Detailed terms for the use of each license are provided in the attachment to these Terms: <https://boilerplate.businessorientedprogramming.com/media/legal/licenses.pdf>

3. Restrictions on the Use of Products and Services

By using our products and services, you agree that you or the users you represent will not:

- Modify, copy, decompile, or create derivative works from the Products,
 - Remove copyright or other proprietary notices,
 - Transfer or make the Products available to third parties in a manner that violates the terms of the granted license,
 - Use the Products and services in a way that could disrupt their operation, violate the law, or infringe upon the rights of third parties,
 - Use the Products or services to send spam, unauthorized advertisements, or content of an improper nature.
-

4. Intellectual Property

All materials, content, and software contained in the Products are protected by copyright and intellectual property laws. We hold all rights to grant licenses for the use of the Products in accordance with these Terms.

The granted license is non-exclusive, non-transferable, and limited to the purposes specified in the agreement. In the event of any violation of these Terms, the license may be immediately terminated without any further right to use the Products.

5. Limitation of Liability

The Products and services provided by FlyUp are supplied on an "as is" basis without any warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, or non-infringement of third-party rights.

Under no circumstances shall FlyUp or its affiliates be liable for any indirect, direct, incidental, or consequential damages arising from the use or inability to use the Products, even if FlyUp has been advised of the possibility of such damages.

6. Accuracy of Materials

The materials contained in the Products are for informational purposes only and are intended solely for educational and practical use. FlyUp does not guarantee that these materials are complete, up-to-date, or error-free. Any decisions made based on the use of the Products are at your own risk.

7. Links to Third-Party Websites

Our products and services may contain links to third-party websites. FlyUp is not responsible for the content or privacy policies of these sites. Use of such websites is at your own risk.

8. Payments and Access to Products

The Products are provided as digital goods, and access to them is granted upon payment. Payments are processed through a secure, third-party payment system. Detailed information regarding the payment process and refund policy is contained in our Refund Policy, which forms an integral part of these Terms.

9. Right of Withdrawal

In accordance with Polish consumer law, in the case of digital products (delivered electronically), the right of withdrawal may be limited if:

- The user has agreed to the commencement of the service before the statutory period expires,
- The user has confirmed the loss of the right of withdrawal at the moment of accessing the Product.

By making a purchase, you accept the above conditions and confirm that you have been fully informed of your rights.

10. Governing Law and Jurisdiction

These Terms are governed by Polish law. Any disputes arising from the use of the Products and services will be resolved by the competent common court in Poland, taking into account the place of residence or the registered office of FlyUp.

11. Security and Protection Against Misuse

FlyUp makes every effort to protect its users from the misuse of the Products and services. Any violations of these Terms may result in:

- Immediate suspension or termination of access to the Products,
 - Claims for compensation due to infringement of intellectual property rights or other rights.
-

12. Contact Information and Additional Details

For any questions regarding these Terms or the use of the Products, please contact:

FlyUp – Aleksander Nowak

Kardynała Kominka 23A/11

44-200 Rybnik, Poland

Email: alex@businessorientedprogramming.com

13. Privacy Policy and Refund Policy

Detailed information regarding the processing of personal data is provided in our [Privacy Policy](#).

The above Terms constitute a general template for the use of FlyUp's products. Before using the Products, please read these Terms carefully. Your use of the Products implies acceptance of all provisions contained in this document.