



CODICE MEDIA NETWORK

Terms and Conditions – Part B

Web & AI Services for Media Partners and their clients (B2B)

DOCUMENT	VERSION	STATUS	LANGUAGE
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Introduction

This Part B replaces the previous "Part B – Digital and web agency services" of the Terms and Conditions published on codice.co.uk. It applies to all web, e-commerce and AI marketing services supplied by Codice Ltd. Part A (editorial services), the Privacy Policy and the Editorial Policy remain in force. If this Part B conflicts with a signed quote, the quote prevails on the matters it expressly governs.

Item	Details
Supplier	Codice Ltd, 167-169 Great Portland Street, London W1W 5PF, United Kingdom, company no. 16474290
Trade name	CODICE (a trademark of Lutin IP Ltd, used under licence)
Website	codice.co.uk
Contacts	redazione@codice.co.uk · WhatsApp +41 76 481 88 25
Prices	Exclusive of VAT; EUR = CHF
Payment	PayPal or bank transfer (Revolut account in EUR)

B0. Scope and roles

B0.1 Business clients only. CODICE supplies Web & AI services only to businesses, organisations and professionals acting for purposes relating to their trade, business or profession. It does not sell these services to consumers. Whoever places an order confirms that it acts as a business.

B0.2 Partner channel. CODICE is a publisher. Web & AI services are a vertical reserved to Media Partners: agencies, freelancers, consultants and professionals who have signed the Media Partner Agreement. Businesses that contact CODICE directly are assigned to the Media Partner in their area. Where the network is not yet present, CODICE may serve them directly at the Final Price List.

B0.3 Resale model. The Media Partner buys the service from CODICE at the Partner Price List and resells it to its own client at a price of its choice. The contract for the service is between CODICE and the Media Partner. The relationship with the end client is a separate contract between the Media Partner and the end client. CODICE is not a party to that contract.

B0.4 Referral model. The Media Partner introduces the client to CODICE. The contract is between CODICE and the end client, at the Final Price List. The client remains attributed to the referring Media Partner under the Media Partner Agreement. CODICE never bypasses the partner: it does not offer the client prices below the Final Price List.

B0.5 Definitions.

Term	Meaning
Client	The party ordering the service from CODICE: the Media Partner (resale) or the end client (referral or direct sale)
End client	The business or professional that uses the service
Final Price List	The recommended final prices published by CODICE and applied to end clients
Partner Price List	The prices reserved to Media Partners, set out in Annex A to the Media Partner Agreement
Deliverable	Any output delivered: graphics, copy, pages, code, configurations, reports

Term	Meaning
Working day	Monday to Friday, excluding public holidays in England
Monthly fee	The monthly charge for continuing services (hosting, maintenance, support)

B1. Scope of work

B1.1 The scope is the one described in the quote or product sheet: pages, features, integrations, languages, number of revisions, deadlines. Anything not listed is excluded.

B1.2 Changes requested after acceptance are handled as change requests. CODICE states the new price and timeline in writing. It carries out the change only after the Client's written approval (including by email or through the client area).

B1.3 In the resale model the Media Partner collects the end client's requests and passes them to CODICE. CODICE acts only on requests received from the Media Partner.

B2. Phases and acceptance

B2.1 CODICE delivers in phases, for example: design, development, content, go-live.

B2.2 For each phase the Client has 10 working days to review and accept, or to send a written list of non-conformities against the agreed scope.

B2.3 If the Client does not respond within that period, or puts the deliverable into use, the deliverable is deemed accepted.

B2.4 CODICE corrects reported non-conformities within a reasonable time and re-delivers. New requests outside the scope follow clause B1.2.

B3. Client materials and access

B3.1 The Client provides the content, approvals and access required: hosting, domain, accounts, copy, images, logos, product data.

B3.2 The Client warrants that it holds the rights to all materials supplied and indemnifies CODICE against third-party claims relating to them.

B3.3 The end client is responsible for the legal pages and the lawfulness of its website and of its data processing, unless the quote expressly includes them. CODICE may help draft them, but the end client remains the data controller and is responsible for its website.

B3.4 In the resale model the Media Partner undertakes to obtain the materials, approvals and access from the end client, and is liable to CODICE for the end client's delays.

B3.5 Delays in supplying materials extend CODICE's deadlines by at least the same period. If the materials are not received within 60 days of the request, CODICE may close the project and invoice the work done.

B4. Intellectual property

B4.1 Custom deliverables. Graphics, copy and custom code created for the project become the Client's property once all invoices for the project have been paid. In the resale model the Media Partner may transfer them to the end client. Until payment in full, the Client holds only a licence to view and test them.

B4.2 CODICE tools and know-how. Frameworks, templates, snippets, methods, prompts and AI workflows used for several clients remain CODICE's property. The Client receives a perpetual, non-exclusive licence to use them as part of its deliverables. The licence follows the deliverable if it is transferred to the end client.

B4.3 Third-party components. WordPress, plugins, themes, fonts, stock images, APIs, open-source libraries and SaaS services are licensed by their respective owners on their own terms, which may involve costs and renewals. CODICE states which paid licences are required.

B4.4 Portfolio. Unless the Client objects in writing, CODICE may show the finished work and the end client's name in its portfolio. In the resale model CODICE never does so without the Media Partner's written consent.

B4.5 Trademarks. CODICE and the names and logos of the CODICE Media Network outlets are trademarks of Lutin IP Ltd, used by Codice Ltd under licence. This Part B grants the Client no rights in them.

B5. Use of AI tools

B5.1 CODICE uses artificial intelligence tools to speed up research, writing, translation, development and image creation.

B5.2 Every deliverable is checked by a person before delivery.

B5.3 CODICE does not upload the Client's confidential information or personal data to AI tools that use such data to train their models.

B5.4 Before publication, the Client checks that AI-assisted content is accurate for its business, in particular statements on products, prices, health, finance and regulated matters.

B6. Quotes and orders

B6.1 Quotes are valid for 30 days from issue, unless stated otherwise.

B6.2 The contract is formed when the Client accepts the quote (signature, approval in the client area or payment of the advance) or completes an online order on codice.co.uk.

B6.3 CODICE may decline an order, without giving reasons, before accepting it. In that case it refunds any amount received.

B6.4 In the resale model the Media Partner orders in its own name and identifies in the order the end client for whom the service is intended. This information also serves client attribution under the Media Partner Agreement.

B7. Prices

B7.1 The Final Price List applies to end clients. The Partner Price List (Annex A to the Media Partner Agreement) applies to Media Partners.

B7.2 Prices are exclusive of VAT. In Switzerland invoicing is in CHF with the same numerical amounts as in euro.

B7.3 CODICE may update its price lists on 30 days' notice. Orders already accepted keep the agreed price. Running monthly fees keep their price until the end of the minimum term.

B7.4 Third-party costs stated in the quote are borne by the Client: domains, paid licences, SaaS services, advertising campaigns, marketplace payment fees.

B8. Payment

B8.1 **Projects.** 50% advance on acceptance. Balance on final delivery, before go-live. CODICE starts work once the advance is received and puts the website live once the balance is received.

B8.2 **Monthly fees.** The monthly fee is invoiced monthly in advance, starting from go-live. The minimum term is 12 months. After the minimum term the fee renews month by month. Either party may terminate it on 30 days' written notice. Notice given during the minimum term does not release the Client from the fees due until the end of that term.

B8.3 **Payment methods.** PayPal or bank transfer to the account shown on the invoice. Bank and currency conversion charges are borne by the payer.

B8.4 **Late payment.** If payment is not made, CODICE sends a written reminder. If payment is still outstanding 7 days after the reminder, CODICE may suspend work and continuing services, including hosting and publication of the website. Unpaid sums bear statutory interest for late payment of commercial debts (in the UK: the Late Payment of Commercial Debts (Interest) Act 1998).

B8.5 **Resale.** In the resale model the Media Partner pays CODICE on the due dates, even if the end client has not yet paid the Media Partner. The credit risk on the end client lies with the Media Partner.

B9. Delivery times

B9.1 **Website 48h.** The website is ready within 48 working hours of receipt of complete materials and of the advance. The 48 hours run from the first working day after receipt of both. The scope is that of the "Website 48h" product sheet.

B9.2 **Other services.** Shop Start, Essential, Shop Pro, Professional and custom projects follow the timelines stated in the quote.

B9.3 Timelines are suspended while CODICE awaits materials, access or approvals from the Client, and during phase review (B2).

B9.4 If CODICE exceeds by more than 30 days a deadline marked as essential in the quote, for reasons attributable solely to CODICE, the Client may withdraw from the project and receive a refund of sums paid for phases not delivered.

B10. Hosting, maintenance and monthly fee

B10.1 The monthly fee covers the services listed in the product sheet or quote, for example: hosting, SSL certificate, backups, security updates, monitoring, minor content changes within the plan's limits.

B10.2 Activities not covered by the monthly fee are quoted separately under clause B1.2.

B10.3 CODICE maintains the services with professional care. It does not guarantee uninterrupted availability. Scheduled maintenance is notified, where possible, 48 hours in advance.

B10.4 When the monthly fee ends, CODICE provides, on a request received within 30 days, a copy of the website and content in a standard format, provided all invoices have been paid. After 30 days from termination CODICE may delete the data.

B10.5 The domain is registered in the end client's name, unless otherwise agreed in writing. If CODICE registers it on the Client's behalf, it transfers it on request once invoices are paid.

B11. White label

B11.1 In the resale model CODICE works without its own brand. CODICE does not appear in deliverables, reports or communications intended for the end client, unless the Media Partner requests it or the law requires it.

B11.2 The Media Partner is the end client's sole point of contact. It is the Media Partner who is answerable to the end client for price, timelines, perceived quality and support.

B11.3 CODICE provides support only to the Media Partner. If the end client contacts CODICE directly, CODICE refers it back to the Media Partner.

B11.4 The Media Partner does not promise the end client performance, timelines or warranties wider than those in this Part B. If it does, it alone is liable for them.

B11.5 To manage the service CODICE may need access to, or technical contact with, the end client (for example for DNS or accounts). In that case CODICE acts on behalf of the Media Partner, without its own brand, and only on technical matters.

B12. Results and warranties

B12.1 CODICE warrants that the deliverables conform to the scope agreed at acceptance.

B12.2 CODICE does not guarantee search engine rankings, traffic volumes, leads, sales or citations in AI answer engines (for example ChatGPT, Perplexity, Google AI Overviews). These results depend on factors outside CODICE's control.

B12.3 For 30 days after go-live CODICE corrects free of charge any malfunction caused by its own work. Problems caused by changes made by the Client or third parties, by updates to third-party components or by unintended use are not defects.

B12.4 All other warranties, express or implied, are excluded to the extent permitted by law.

B13. Liability

B13.1 CODICE's total liability for each order is limited to the amounts paid by the Client for that specific order in the 12 months preceding the event giving rise to the claim.

B13.2 CODICE is not liable for indirect or consequential loss, including loss of profit, revenue, goodwill, data or reputation.

B13.3 These limits do not apply to liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or to any other liability that cannot be limited by law.

B13.4 In the resale model the Media Partner indemnifies CODICE against end client claims arising from commitments the Media Partner made beyond this Part B.

B14. Data protection

B14.1 **Resale.** When CODICE processes personal data on behalf of the Media Partner or its end client, it acts as processor under Annex C to the Media Partner Agreement (data processing agreement under Article 28 of the EU GDPR and the UK GDPR).

B14.2 **Referral and direct sale.** CODICE processes the end client's data as controller to manage the contract, in accordance with the Privacy Policy of codice.co.uk. When it processes data of the end client's customers or users (for example e-commerce orders or contact form submissions), it acts as processor under an Article 28 agreement that forms part of the contract.

B14.3 CODICE may engage sub-processors (hosting, email, backup, AI tools) that offer adequate guarantees. The current list is available on request.

B15. Confidentiality

B15.1 Each party keeps confidential the other's non-public information received during the relationship and uses it only to perform the contract.

B15.2 This obligation lasts for the whole relationship and for 3 years after termination. It does not cover information already public, already known or lawfully obtained from third parties, or information that must be disclosed by law or by order of an authority.

B16. Term, suspension and termination

B16.1 A project contract lasts until delivery and payment in full. A monthly fee contract lasts for the minimum term and then renews under clause B8.2.

B16.2 CODICE may suspend services, by written notice, in case of non-payment (B8.4), unlawful use of the services or a risk to the security of systems.

B16.3 Either party may terminate the contract by written notice if the other commits a material breach and fails to remedy it within 15 days of being notified. Either party may terminate with immediate effect if the other becomes insolvent or enters insolvency proceedings.

B16.4 On termination the Client pays for the work done up to that point and the monthly fees due. Clauses on intellectual property, payment, confidentiality, data protection, liability and governing law survive.

B16.5 Termination of the Media Partner Agreement does not affect orders already accepted, which continue to completion on the same terms.

B17. Subcontracting

B17.1 CODICE may entrust parts of the work to qualified collaborators and suppliers. It remains liable to the Client for their work as for its own.

B18. Force majeure

B18.1 Neither party is liable for delay or failure caused by events beyond its reasonable control: failures of third-party networks or suppliers, cyber attacks that could not be prevented by reasonable measures, acts of authorities, natural disasters, conflicts, epidemics.

B18.2 The affected party notifies the other as soon as possible. If the event lasts more than 60 days, either party may withdraw from the contract by written notice, paying for the work done.

B19. General provisions

B19.1 **Notices.** Communications are made by email (redazione@codice.co.uk for CODICE) or through the client area. WhatsApp messages are valid for operational matters, not for formal notices, termination or cancellation.

B19.2 **Changes.** CODICE may amend this Part B on 30 days' notice published on codice.co.uk and sent to Clients with running contracts. Amendments do not apply to orders already accepted.

B19.3 **Assignment.** The Client may not assign the contract without CODICE's written consent. CODICE may assign it to a company of its group on written notice.

B19.4 **Independent parties.** The parties are independent. This Part B does not create a partnership, joint venture, mandate or agency relationship.

B19.5 **Severability.** If a clause is invalid, the others remain valid. The parties replace the invalid clause with a valid one as close as possible to their intent.

B19.6 **Language.** This Part B is published in English and Italian. In case of conflict, the English version prevails.

B20. Complaints, governing law and jurisdiction

B20.1 Complaints are sent to redazione@codice.co.uk with the subject "Complaint" and the order or quote number. CODICE replies within 10 working days and first seeks an amicable solution.

B20.2 This Part B and any dispute arising from it, including non-contractual disputes, are governed by the law of England and Wales.

B20.3 The courts of England and Wales have exclusive jurisdiction.

What changes from the previous version

Topic	Previous version	This version (B2B)
Clients	Businesses and consumers	Businesses, organisations and professionals only
Sales channel	Direct sales by CODICE	Sales through Media Partners (resale or referral); direct sales only where the network is not yet present
Consumer right of withdrawal	Covered in "Withdrawal and refunds"	Does not apply to Part B: services are not sold to consumers
Payment	General rules	50% advance, balance before go-live; monthly fee in advance, 12-month minimum, 30 days' notice; suspension 7 days after reminder
White label	Not provided	CODICE works unbranded in resale; the Media Partner is the end client's sole contact
Data protection	General DPA	Media Partner Agreement DPA for resale; Privacy Policy and Article 28 DPA for referral and direct sale
Results	No guaranteed results	Confirmed and extended to AI answer engine citations
Liability	Limited to amounts paid	Limited to amounts paid for the order in the preceding 12 months