EMPRESA

Empresa Limited

Terms and Conditions

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TERMS AND CONDITIONS

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These Terms and Conditions shall apply to the agreement between Empresa Limited and the individual, company or other party applying for the provision of products and services by Empresa Limited ("the client").

1. Definitions

•	we/us/our	Empresa Limited, a company registered in England and Wales with company number 03976138.
•	you/the client	The individual, company or other party who is to receive the *services* provided.
•	Confidential information	Information which is identified as confidential or proprietary by either party or the nature of which is clearly confidential or proprietary.
•	Fees	The fees due for the provision of the Services.
•	GDPR	The General Data Protection Regulation (EU) 2016/679
•	Inappropriate material	*Material* that under the laws of any jurisdiction where the material can be accessed is any of the following:- unlawful, threatening, abusive, harmful, malicious, obscene, pornographic, profane, libellous, defamatory, infringes any *intellectual property rights*, constitutes or encourages a criminal offence or contains a virus, worm, trojan horse or other harmful code.
•	Intellectual property rights	Copyrights, patents, registered and unregistered design rights, topography rights, trademarks and service marks and applications for any of the foregoing, together with all trade secrets, know-how, rights to confidence and other intellectual and industrial property rights in all parts of the world.
•	Material	Text, graphics, images, sound, video or any combination thereof.
•	Services	The services identified on a 'Service Agreement' to be provided to *the client* pursuant to these terms and conditions and any others specified by *Empresa Limited* on such 'Service Agreement'.
	Service Agreement	The service agreement signed by the client setting out the scope of the *services*, the cost and any other material terms agreed between the parties and ancillary to these terms.
•	Website	A website on the world wide web (www).

• UK Data Protection Legislation	All applicable data protection and privacy legislation in force from time to time in the UK including the GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

2. Payment and Services

2.1 The price to be charged for the *services* provided will be set out on the *Service Agreement*.

2.2 *The client* agrees to make payment for the *services* by payment of invoice in Pounds Sterling by the payment due date specified on the invoice to the address as detailed in section 9.8 of this document.

2.3 If *the client* fails to pay any invoice which is due and payable under the terms of this agreement, *Empresa Limited* shall be entitled to charge interest on a daily basis on the overdue amount and on outstanding interest from the date of such failure until payment, at an annual rate 8% above the base rate for the time being in force of HSBC PLC, without prejudice to any other remedy available to *us*.

2.4 If *the client* fails to pay any invoice which is due and payable under the terms of this agreement, *Empresa Limited* reserves the right to suspend the *website* or *services* (or any other services provided by *Empresa Limited*) until such time as payment is received in full, without prejudice to any other remedy available to *us*.

2.5 Non-delivery or non-performance of *services* by any third party other than *Empresa Limited's* sub-contractors shall not give *the client* any right to delay any payment to *Empresa Limited* or to make any claim whatsoever against *Empresa Limited*.

2.6 If they form part of the *services*, Empresa *Limited* will design the *website* suitable for viewing using appropriate browsers, such as those provided by Google, Microsoft, Apple and Mozilla, unless specifically agreed otherwise in writing. *The client* should note that access by other means (E.g. Smart TV) may give a different look and feel and different functionality to the *website*. *The client* should also note that as new browser versions or devices are released, they may not be backwardly compatible with the *website* and in the absence of a specific maintenance agreement any time spent redesigning a *website* for compatibility due to the introduction of a new browser version will be separately negotiated and in addition to the original quote.

2.7 *The client* agrees to provide to *Empresa Limited* in a timely manner, any documentation, literature or other *material* or requirements as necessary to implement the design and development of the solution agreed between the parties. *The client* will make all reasonable efforts to ensure that any information supplied is true and accurate. *Empresa Limited* cannot be responsible for any loss or liability incurred as a result of *the client's* non-compliance with this clause.

2.8 *The client* will retain ownership of copyright, trademarks and other *intellectual property rights* in *materials* provided to *Empresa Limited* for use in the design of the solution (to the extent that such ownership resides with *the client*). Otherwise any and all copyright, trademarks, patents and other *intellectual property rights* created, developed, subsisting or used in or in connection with the design or development of the solution are and shall remain the sole property of *Empresa Limited* and *the client* is licensed to use them only in respect of the solution as designed by *Empresa Limited* and made available to *the client* under this agreement. *The client* may be able to purchase such copyright from *Empresa Limited* on written request at *Empresa Limited's* complete discretion.

2.9 *The client* warrants to *Empresa Limited* that all *materials* provided by *the client* or approved by *the client* in connection with the solution and its design will contain nothing that is obscene, blasphemous, libellous or otherwise unlawful from wherever the solution may be accessed nor which is in breach of any *intellectual property rights* of any other person, nor which constitutes any *inappropriate material*.

2.10 *The client shall:*

> (a) ensure that all the terms as set out in the *service agreement* are accurate; and

> (b) co-operate with *Empresa Limited* in all matters relating to the *services* and provide *Empresa Limited* with such information and materials as *Empresa Limited* may reasonably require; and

> (c) ensure that it owns all intellectual property rights in relation to any *materials* given to/used by *Empresa Limited* or, to the extent not owned, that it has the relevant licences to use the *materials* for the purpose of providing *the services*.

2.11 *The client* shall be required to sign to confirm acceptance of, and satisfaction with, the *services* provided at appropriate stages of the project, as determined by *Empresa Limited*. *The client* is required not to unreasonably withhold or delay that approval and such approval shall be deemed to have been given, unless *Empresa Limited* hears from *the client* to the contrary, at the end of the 5th working day after delivery of the relevant *services*. If changes are required after acceptance or deemed acceptance of any item, *Empresa Limited* reserves the right to apply additional fees, unless such changes are as a result of negligence on the part of *Empresa Limited*.

2.12 A contract will only come into place for *Empresa Limited* to provide *the services* on the earlier of (a) *the client* signing the *service agreement* and *Empresa Limited* issuing written acknowledgment or (b) *Empresa Limited* beginning to perform works for *the client* in accordance with the *service agreement* (whichever is the sooner).

2.13 Any samples, drawings, descriptive matter or advertising issued by *us* and any descriptions or illustrations contained in *our* catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the services described in them. They shall not form part of this contract nor have any contractual force.

2.14 These terms apply to the exclusion of any other terms that *the client* seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.15 *Empresa Limited* shall use all reasonable endeavours to meet any performance dates agreed with *the client* but any such dates will be estimates only and time shall not be of the essence for performance of *the services*.

2.16 Whilst *Empresa Limited* will use reasonable endeavours to do so, *Empresa Limited* cannot guarantee any particular precise outcome for any software developed for *the client* and as long as the software works materially in the way envisaged and agreed by the parties at the outset *Empresa Limited's* duty to *the client* shall be discharged accordingly.

3. Indemnity

3.1 *The client* hereby agrees to fully indemnify, keep indemnified and hold harmless *Empresa Limited*, its officers, employees, agents, sub-contractors and affiliated companies from and against any and all costs, claims, losses, damages and expenses (including, but not limited to, legal fees) sustained or incurred by *Empresa Limited* or any of its officers, employees, agents, sub-contractors or affiliated companies directly or indirectly as a result of:

> 3.1.1 any breach of any of the warranties given by *the client* in this agreement.

> 3.1.2 the provision by *Empresa Limited* of any *service* hereunder unless on account of breach of contract or negligence by *Empresa Limited*; and/or

> 3.1.3 any breach by *the client* of any of its obligations in this agreement.

4. Empresa Limited Warranties and liability

4.1 *Empresa Limited* makes no warranties or representations that any *service* will be uninterrupted or error free. *The client* accepts all *services* provided hereunder "as is" without warranty of any kind.

4.2 *Empresa Limited* shall not be liable for any services or products to be/that are supplied by any third party.

4.3 *Empresa Limited* shall have no liability to *the client* nor by deemed to be in breach of this agreement if *we* are delayed in performing or unable to perform any of *our* obligations due to circumstances beyond *our* reasonable control.

4.4 *Empresa Limited* shall not be liable for any loss or damage whatsoever suffered by *the client* arising out of or in connection with any breach of this agreement by *the client* or any act, misrepresentation, error or omission made by or on behalf of *the client.*

4.5 Subject to clause 4.7 below, no matter how many claims are made and whatever the basis of such claims, Empresa Limited shall have no liability for any indirect loss suffered by the *client* (including loss of profit) and *Empresa Limited's* maximum aggregate liability to *the client* under or in connection with the agreement in respect of any direct loss (or any other loss to the extent that such loss is not excluded by Clauses 4.1-4.4 above, or otherwise) whether such claim arises in contract or in tort shall not exceed a sum equal to the *fees* paid by *the client* pursuant hereto.

4.6 None of the clauses herein shall apply so as to restrict liability for death or personal injury resulting from the negligence of *Empresa Limited*, its employees or its sub-contractors.

4.7 This does not affect the statutory rights of *the client* as a customer.

5. Termination

5.1 *Empresa Limited* may terminate this agreement by notice in writing to *the client* having immediate effect if:

> 5.1.1 *the client* is in breach of any of its obligations under this agreement.

> 5.1.2 *the client* is a company and a resolution is passed for its winding up or a petition for its liquidation is presented; or

> 5.1.3 *the client* is an individual and a petition for bankruptcy is presented against it; or

> 5.1.4 a receiver or liquidator (where *the client* is a company) or (where *the client* is an individual) a trustee in bankruptcy is appointed over it or any of its assets; or

> 5.1.5 *the client* proposes or enters into any arrangement or composition with or for its creditors (including any voluntary arrangement); or

> 5.1.6 *the client* fails to pay in full any invoice properly rendered by *Empresa Limited* within 28 days of the due date for payment.

5.2 In the event that any of the circumstances identified in Clause 5.1 arises, *Empresa Limited* shall have the option to terminate this agreement as regards all *services* provided or to be provided or only as regards that *service* or those *services* in respect of which the breach is considered by *Empresa Limited* to have been committed.

5.3 In the event that any of the circumstances identified in Clause 5.1 arises, *Empresa Limited* shall be entitled to retain any sums paid to it by *the client* hereunder and recover any sums due to it pursuant hereto whether invoiced or not at the date of termination.

5.4 *The client* may terminate this agreement by notice in writing to *Empresa Limited* having immediate effect if *we* are in material breach of this agreement and fail, where the breach is capable of being remedied, to remedy it within 20 working days of notice specifying the breach and requiring it to be remedied. Notice may be delivered personally (when it shall be deemed served on delivery) or by first class post (when it shall be deemed served 48 hours after it is posted).

6. Confidentiality

6.1 Each of the parties agrees (subject to Clauses 6.2 and 6.3) not to:

6.1.1 disclose any *confidential information* received from the other party; or

6.1.2 make any use of any such *confidential information* other than for the purposes of performance of this agreement.

6.2 Each party may disclose *confidential information* received from the other to its responsible employees, consultants, sub-contractors or suppliers who need to receive such information in the course of the performance of this agreement.

6.3 The confidentiality obligations under Clause 6.1 shall not apply to any information which:

6.3.1 is, or subsequently becomes, available to the general public other than through a breach by the receiving party; or

6.3.2 is already known to the receiving party before disclosure by the disclosing party; or

6.3.3 is developed through the independent efforts of the receiving party; or

6.3.4 the receiving party rightfully receives from a third party without restriction as to use.

7. Authorisation and obligations

7.1 *The client* hereby appoints *Empresa Limited* to act on its behalf in conjunction with the provision of the *services*.

7.2 *The client* acknowledges and accepts that to enable *Empresa Limited* to properly provide the *services*, it must co-operate with *Empresa Limited* and, in particular:

> 7.2.1 *the client* must provide *Empresa Limited* with accurate details of its e-mail and physical addresses and promptly notify *Empresa Limited* in writing of any alterations thereto;
>
> 7.2.2 obtain the consent of individuals whose personal data is to be held on a domain name register or are otherwise provided to *Empresa Limited*; and
>
> 7.2.3 provide any other information or such other assistance as is reasonably required by *Empresa Limited* for it to carry out the *services*.

8. Force Majeure

8.1 *Empresa Limited* shall not be deemed to be in default of any provision of the agreement or be liable for any delay of performance or interruption of the provision of the *service* to *the client* as a consequence (though not exclusively) of act of God, war, invasion, act of foreign enemy hostilities, civil war, rebellion, revolution, insurrection or military or usurped power or any such event or by any statute rules, regulations, orders or requisitions issued by any governments, council or duly constituted authority or from strikes, lock outs, breakdown of equipment of any other causes (whether or not of a like nature) beyond *Empresa Limited's* control whether in the United Kingdom or elsewhere.

9. General

9.1 Subject to Clause 9.2, this written agreement together with any schedules hereto, the *service agreement* and any other expressly incorporated documents constitute the entire agreement between the parties hereto relating to the subject matter hereof. Nothing in this Clause 9.1 shall relieve either party of liability for fraudulent misrepresentations and neither party shall be entitled to any remedy for either any negligent or innocent misrepresentation.

9.2 If any provision of the agreement or part thereof shall be void for whatever reason, it shall be deemed to have been deleted and the remaining conditions shall continue in full force and effect.

9.3 The rights and obligations under this agreement are personal to *the client* and *you* undertake that *you* shall not, without the prior written consent of *Empresa Limited*, assign, lease, charge, sub-licence, or otherwise transfer such rights or obligations in whole or in part.

9.4 *Empresa Limited* reserves the right to sub-contract any of the work required to fulfil its obligations hereunder.

9.5 Clause headings have been included in this agreement for convenience only and shall not be considered part of, or be used in interpreting, this agreement.

9.6 This agreement shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

9.7 Address for any post/registered letters:

> Empresa Limited,
>
> Gateway,
>
> 83-87 Pottergate,
>
> Norwich,
>
> Norfolk,
>
> NR2 1DZ.

9.8 If any unlawful and/or unenforceable Clause would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the Clause will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant Clause will be deemed to be deleted).

10. Website Hosting (if provided for in the *services*)

10.1 *Empresa Limited* will arrange for your *website* to be hosted on an appropriate server so as to be available to persons who access the World Wide Web.

10.2 *Empresa Limited* will use all reasonable endeavours to maintain full time internet presence for *your website*, but cannot guarantee continuous, uninterrupted access. *We* will not be liable for any failure to provide continuous availability.

10.3 *Empresa Limited* will provide *the client* with a username and password to provide access to the Empresa Support website. *The client* undertakes to keep secure from third parties any such username and password.

10.4 *Empresa Limited* reserves the right to increase the hosting *fee* on giving *the client* one month's notice in writing. In such an event, the increase will take effect from commencement of the next invoice period.

10.5 *Empresa Limited* reserves the right to, at any time and without notice, remove *the clients* website from *our* server and/or bar access if there is any violation of these terms, or if *we* are authorised and required to do so by a law enforcement agency or if the website is found to contain any *inappropriate material*. See also clause 2.4.

10.6 *The client* acknowledges and accepts that it bears sole responsibility, legal and otherwise, for the content of all *material* appearing on its *website*. For the avoidance of doubt, this clause shall apply to all *material*, whether posted on *the client's website* by, or on behalf of, *the client* (whether by *Empresa Limited* or a third party).

10.7 *The client* has the right to terminate the provision of the *website* hosting *service* by *Empresa Limited* after the expiry of the first three months by giving one month's notice in writing. Notice may be delivered personally (when it shall be deemed served on delivery) or by first class post (when it shall be deemed served 48 hours after it is posted).

11. E-mail Services (including e-mail forwarding) (if provided for in *the services*)

11.1 *The client* undertakes that it will not (and will ensure that others under its control will not) via email:

    (i)   transmit *inappropriate material*;
    (ii)   infringe the *intellectual property rights* of any third party;
    (iii)   make use of the *hosting* server to an extent or in a manner which in *Empresa Limited's* opinion is excessive, wasteful or otherwise to the detriment of *Empresa Limited*, any of *Empresa Limited's* clients or any other third party, including but not limited to:
         (a) the transmission of unsolicited bulk and/or commercial bulk e-mail ("spamming"); or (b) the transmission of insulting criticism or remarks intended to incite anger ("flaming").

11.2 When sending e-mail, *the client* acknowledges that it is responsible for complying with any relevant legislation.

11.3 *The client* acknowledges that *Empresa Limited* is not responsible for the security of the contents of e-mail sent or received by *the client.*

11.4 *Empresa Limited* will use its reasonable endeavours to ensure that messages are routed accurately and promptly but does not accept any liability for non-receipt, non-delivery or misrouting of e-mail or any other failure of the e-mail system.

11.5 *Empresa Limited's* policy is to respect the privacy of e-mail messages sent, received, forwarded or otherwise dealt with by it and *the client* acknowledges that *Empresa Limited* will therefore not monitor, edit or disclose the contents of such messages unless required to do so by law or competent authority or to protect *Empresa Limited's* rights and/or position.

11.6 *The client* should contact *Empresa Limited* if they are unsure about any aspect of unsolicited or permission-based email distribution.

12. Software, Applications and ownership of Intellectual Property

12.1 In the event of *the client* selling or merging their business, the software cannot be transferred to the new business, without written consent of Empresa Limited.

12.2 Support of the application/software will only be provided when a separate maintenance contract is also taken out with *Empresa Limited*.

12.3 Unless otherwise expressly agreed in writing, all intellectual property rights in any software developed by *Empresa Limited* is, and shall remain, the property of *Empresa Limited* (including but not limited to any source code used) and *Empresa Limited* reserves the right to grant a licence to use such software to any other party or parties.

12.4 If the client wishes to continue to use any software developed by *Empresa Limited* but have such software hosted, maintained or updated by a third party, *Empresa Limited* shall only be required to provide access to the software's run-time or database and under no circumstances shall *Empresa Limited* be required to disclose the source code (or any part of it) or provide the means for any third party to acquire the source code (or any part of it). The *client* acknowledges that its use of the software and in particular the ability to maintain or update the software in these circumstances may be compromised. *Empresa Limited* reserves the right to charge a fee for providing the services envisaged in this clause.

12.5 In accordance with clause 12.3, *the client* must not:

   (a) use the software in any way other than as intended by *Empresa Limited* or in the *service agreement;*

   (b) reverse engineer or disassemble the software;

   (c) copy the software;

   (d) obscure or remove any copyright or trademark notices; or

   (e) redistribute the software or any part of it (including leasing or licensing).

12.6 When the software is hosted by *the client*, it is *the client's* responsibility to ensure that adequate backup procedures are in place for all elements of the application.

12.7 When SMS, Fax or other messaging based service notifications are sent from the system, *the client* will be required to pay for these upfront, before they are made available within the application.

12.8 *Empresa Limited* reserve the right to remotely access the software for support and administrative purposes.

13. Application Licencing

Where services are being provided under a licensing agreement the following terms are also applicable:

13.1 The annual software licence will be paid for in advance of the software being provided.

13.2 Renewable licences are subject to annual price increase without prior notice

13.3 The *client* will ensure that all copies of the software are destroyed from all hard drives and backups if the licence is expired.

14. Domain Name Registration (if provided for in *the services*)

14.1 *Empresa Limited* reserves the right to reject any request by *the client* to register any particular domain name or to discontinue processing such a request if *Empresa Limited* considers such application might expose *us* to legal or other proceedings or if such a domain name is considered in *Empresa Limited*'s reasonable opinion to be offensive or against any regulations.

14.2 *The client* acknowledges that the application process, registration and subsequent use of any domain name will be subject to the rules and policies of the relevant registry and *the client* agrees to abide by all such rules and policies.

14.3 *Empresa Limited* makes no warranty or representation of any kind in relation to the likelihood or otherwise of a particular domain name application being successful as domain name registries retain the right at their discretion to register or refuse to register a domain name applied for by *Empresa Limited* on behalf of *the client*.

14.4 *The client's* use of the domain name once registered may be challenged by a third party. In such an event *Empresa Limited* will not be drawn into any such dispute in any circumstances.

14.5 An application for the registration of a domain name cannot be treated as having been successful until *the client* has been notified by *Empresa Limited* in writing to this effect, by email or otherwise.

14.6 *Empresa Limited* will notify *the client* as soon as is reasonably possible after registration of a domain name has been effected.

14.7 *The client* is advised not to take any action in respect of a requested domain name until it is satisfied that such a domain name has been correctly registered.

14.8 *The client* warrants that:

> 14.8.1 all information provided by *the client* to *Empresa Limited* is true and correct, and that any additions or alterations thereto in the future will also be true and correct.

> 14.8.2 it has the legal right to apply for and use the domain name(s) as a *website* and/or email addresses; and

> 14.8.3 the domain name and its use as a *website* and/or email addresses does not and will not infringe the *intellectual property rights* or any other rights of a third party.

14.9 All prices quoted to the *client* include all associated registrar and administration fees for the purchasing and renewal of the domain where appropriate.

14.10 When trying to register a domain that may already be expired or expiring, *Empresa Limited* will periodically monitor the domain until it becomes available. Once available, *Empresa Limited* will use reasonable endeavours to register the domain on behalf of the *client*.

14.11 To ensure *your* domains are not lost *Empresa Limited* operate a positive renewal system on all domains - *you* will be notified in advance that *your* domain is about to expire and given the option to opt out of the renewal. If for any reason *you* do not contact *us*, then *we* will ensure *your* registration continues and automatically renew *your* domain. Costs associated with renewals are not refundable and it is *your* responsibility to ensure valid contact details are on *your* account at all times.

14.12 If the *client* wishes to transfer the domain away to a different domain provider, the *client* will notify *Empresa Limited* in writing to this effect providing at least three months' notice. After *Empresa Limited* has ensured that no outstanding money is owed by the *client* then the domain will be released accordingly. *Empresa Limited* will not charge a release fee unless a fee is imposed by the registrar, however *your* new registrar may charge a fee as part of the transfer request and this is out of *Empresa Limited's* control.

15. Search engine optimisation (if provided for in *the Services*)

15.1 *Empresa Limited* will use reasonable endeavours to achieve a listing for *the client's website* with the search engines of *our* choosing. However, *we* cannot guarantee success and *we* cannot guarantee placement at any particular level with search engines; *we* will use *our* reasonable endeavours to promote the *website* to the search engines but *we* have no control over the policies of the search engine operators so *we* cannot guarantee any results. *Empresa Limited* shall have no liability for any penalisation on any grounds by any search engine or other indexing database. *We* will use *our* reasonable endeavours to promote *your* web site without prejudicing the search engine's favour. *We* cannot, however, accept responsibility for situations that may arise due to the policies of third parties such as the search engine companies. *We* shall accept no liability in respect of the positions achieved within search engines.

16. Release of source code (if provided for in *the Services*)

16.1 If (i) *the services* provide for the development of any software by *Empresa Limited* (or the ongoing maintenance of any software so developed) for *the client,* (ii) *the service agreement* specifies that this clause shall apply, and (iii) the *intellectual property rights* in such software remain with *Empresa Limited*, whether via clause 12.3 or otherwise (referred to in this clause as *software),* then upon the occurrence of any of the events set out in clause 16.2, and subject always to *the client's* strict observance of any and all of its obligations pursuant to these terms and conditions and any other agreement entered into between *Empresa Limited* and *the client* immediately prior to such event/s, *Empresa Limited* shall release to a duly authorised officer of *the client*:

(a) in relation to that part of *the software* that has been written specifically for *the client* incorporating *the client's* business logic (*client source code)*, so much of *the client source code* in human readable form so as to enable a suitably and reasonably skilled third party to continue developing and maintaining *the software*; and

(b) so much of *Empresa Limited's* compiled code that is capable of being understood by a computer so as to enable the *client source code* to be used in accordance with sub-paragraph (a) (*object code*).

16.2 The events referred to in clause 16.1 are, in relation to *Empresa Limited*:

(a) an order is made for its winding up, it passes a resolution for winding up (other than for the purposes of a solvent reconstruction or amalgamation) or a liquidator is appointed;

(b) an order is made for the appointment of an administrator or an administrator is appointed;

(c) it enters into a compromise or arrangement with its creditors;

(d) it has a receiver, administrative receiver or manager appointed over all or any part of its assets or undertaking; or

(e) it ceases to carry on its business or any part of the part of its business which relates to the software which is not immediately replaced by a suitable alternative business.

16.3 The release set out in clause 16.1 will not act as an assignment of any Intellectual property rights that any party may possess in the *source code* and/or the *object code*.

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