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Terms & Conditions

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Website Terms of Use

Date of version: 23 June 2015

Thank you for visiting this website.

These website terms of use, which incorporate the applicable Additional Terms (as defined below) (together "**Terms**") apply to your use of this website and any and all other websites operated by Springer Nature Limited (each a "**Site**"). Please note that these Terms apply, regardless of the means of delivery of any Site to you.

By using any Site, you indicate that you have read and accept these Terms, including the applicable Additional Terms and agree to abide by and be bound by all such Terms (as modified from time to time). If you do not accept all applicable Terms, please refrain from using any Site.

Please note that we may change these Terms from time to time without notice so you should review them each time that you visit any Site.

We draw your attention to the limitations on liability contained in clause 11 below and to the consents to data transfer and processing contained in clause 9 below.

In addition to these Terms each Site may have supplementary terms and conditions which apply to the Site(s) on which they appear or the services available on the Site ("**Additional Terms**"). Please ensure that you read any Additional Terms and the Privacy Policy as they form part of these Terms in respect of the Site(s) to which they relate. To the extent that the Additional Terms conflict with these Terms, the Additional Terms shall prevail (including, without limitation, any liability limitations or exclusions in the Additional Terms), but only in respect of the Site(s) on which they appear.

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1. **About us**
    1. Each Site is operated by Springer Nature Limited, a company registered in England under company number 00785998 with a registered office at The Campus, 4 Crinan Street, London, N1 9XW, United Kingdom, VAT number GB199440621 ("**we**", "**us**", "**our**").

2. **Contacting us**

1. If you suspect misuse of any Site, please refer to the Additional Terms for the relevant Site for information as to the appropriate person to contact.
2. For general comments on any Site, or to seek permission to do anything prohibited by or not contained in the applicable Terms, or which requires our prior consent or agreement, you can contact us following the instructions found on the 'Contact' page on the relevant Site.
3. We respect the intellectual property rights of others, and we request that our visitors do the same. It is our policy to terminate the accounts of users who repeatedly infringe the rights of others. If you think your work has been copied in a manner that constitutes copyright infringement, you may notify our copyright agent, who can be reached at:

   Nature America, Inc.
   One New York Plaza, Suite 4500
   New York, NY 10004
   Attention: Legal Department
   Email: copyrightagent@springernature.com
   Phone: +1-212-460-0220

   Please include all of the following in your notification:

   1. A physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive copyright that is allegedly infringed;
   2. a description of the copyrighted work you claim has been infringed;
   3. a description of where the material you claim is infringing is located on the site;
   4. your address, telephone number, email address and all other information reasonably sufficient to permit us to contact you;
   5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and
   6. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If you would like to report any defamatory content, please click here.

3. **Using Sites**
    1. Access to any Site is permitted on a temporary basis and we reserve the right to withdraw or amend the service we provide on the Site or part of the Site without notice. We will not be liable or responsible if for any reason any or all Site(s) is (are) unavailable at any time or for any period.
    2. We may update any Site from time to time, and may change the content at any time. Please note that any of the content on any Site may be out of date at any time, and we are under no obligation to update it.
    3. The information and materials on any Site are not intended to amount to advice on which you should rely. As such, we disclaim all liability and responsibility arising from any reliance placed on such information and materials by any visitor to the Site, or by any person who may be informed of any of its content.
    4. You may view (and, where applicable, listen to and/or watch) the content and applications available on the Site for your own private non-commercial use. You must not use or allow others to access or use, all or any part of our Site or the contents and/or applications on it for commercial purposes without our permission. Use of all or any part of any Site or the contents and/or applications on it for commercial purposes shall be subject to separate terms and conditions and may be subject to a fee.
    5. You may occasionally print individual pages of any Site for your private non-commercial use, provided that such printing is not substantial or systematic and our trade marks, copyright notices and trade mark notices are not removed.
    6. From time to time we may restrict access to some parts of a Site, or to that entire Site, to users who have registered with us. Registered users may (as detailed in the Additional Terms for that Site) customise some of certain Sites' features to create personalised areas of the Site for their own private non-commercial use. You must not otherwise alter, adapt or reverse engineer any part of the Site.
    7. You must not (whether directly or indirectly):
        1. distribute, transmit, syndicate, sell or offer to sell or otherwise make available all or any part of any Site or in any way seek to commercialise all or part of the combination of materials which together constitute the Site;

2. distribute, transmit, syndicate, sell or offer to sell or otherwise make available any content, files, feeds or data from a Site, whether publically available or not, except as specifically permitted by that Site and in compliance with any applicable conditions or restrictions; or
3. copy, download, or store any content, files, feeds or data from any Site, whether publically available or not, to make or populate a database or publication of any kind whatsoever, provided that for the avoidance of doubt this is not intended to restrict copying of an insubstantial part of any such material where you are able to show 'fair dealing' with it, in each case in accordance with the UK Copyright, Designs and Patents Act 1988.

8. You may only play video or audio files using the media player on any Site or on the website of one of our licensees who is displaying such material with our authorisation. Where any videos or other materials are displayed through a third-party embedding service you must comply with all applicable conditions of that third party.
9. If you would like to 'share' a story, an application, or other content from any Site with somebody, please use the 'Send to a Friend' facility or 'share' function (or such other similar feature) on the Site, or you may email a link to the Site to your friend or simply ask them to visit the Site. Please ensure that you have their consent before entering their details.
10. You should be aware that content and resources may be removed from any Site with or without notice at any time and we accept no responsibility or liability for any reliance by you on the continued availability of any content or resources on the Site.
11. Whether or not you are a registered user, you must not abuse any Site's 'Report this Comment' facility (or any similar feature) (such as, without limitation, by making malicious reports).
12. You are solely liable and responsible for any third-party charges incurred by you in accessing and using any Site, including in particular any network charges for fixed or mobile internet use.

4. **Linking**

1. You may establish a link to one or more Site(s), provided that:
    1. the link is legal and not detrimental or damaging to and/or does not take unfair advantage of our reputation or business;
    2. such linking is not for advertising or promotional purposes (unless we have expressly agreed to it);
    3. the link is not from any website which promotes any political or religious views, or promotes or depicts intolerance, hatred, discrimination, violence, pornography or illegal activity (websites of any such nature being referred to as an "**Unacceptable Forum**");
    4. the link does not falsely or misleadingly imply or suggest that we endorse, approve of or are associated with the linked website, its webpages or any of its contents; and
    5. framing of any Site on any other website is not allowed and you must not provide access to the Site or part of it under any other URL.

2. We may withdraw your right to link to any Site without notice and at any time (acting in our sole discretion).
3. Subject to these Terms and to applicable Additional Terms you may only include links on any Site to third party websites or webpages if:
    1. the third party website is not an Unacceptable Forum, and the content of or linking to such third party websites or webpages does not breach any of the provisions set out in clause 6.6;
    2. the terms of use of such websites or webpages allows such linking;
    3. links are clearly and visibly marked as such;
    4. the content of any linked website or webpages are relevant and clearly related to the Content to which it is linked; and
    5. the link will not result in any automatic download.

4. Where any Site and/or applications contain links to other websites, webpages, resources, or mobile services which are proprietary to third parties, other users, advertisers or sponsors, such websites, webpages, resources and mobile services are provided for your information only and you access them at your own risk. We are not liable or responsible for the content or operation of third party

websites, webpages, resources or mobile services. You should read any applicable terms and conditions and privacy policies.

5. Registration

1. Where you are required to register to use a Site or part of a Site, it is your responsibility to provide accurate and complete registration details and to keep such details up to date. We are entitled to rely on any such registration details you provide to us.
2. Unless stated otherwise, each registration is for a single user only and not for multiple users. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party. You are solely responsible for any loss or damage you or we may suffer as a result of your failure to do so.
3. Your registration with any Site must be in your own, real, name, not under any false or assumed name and not with any other person's identity. You must not pretend to be a different person. You must provide a valid email address when you register for any Site. If you provide an email address to us then you warrant to us that you are entitled to receive email to such email address. You also acknowledge and agree that we may stop sending emails to you without prior notification.
4. You are responsible for everything done using your registration details. You must not disclose your login details to any other person. If you think that another person may have access to, or be using, your registration details, you must inform us immediately.
5. We may suspend, terminate or prevent your account and/or your access to any or all Site(s) at our sole discretion. Where we suspend, terminate or prevent your registration, you must not attempt to re-register or submit any content, material or applications without our prior written consent.
6. For the avoidance of doubt, where we suspend, terminate or otherwise prevent your account or your access to any Site, we may continue to publish or use your Content (as defined in clause 6) in accordance with the provisions of the applicable Terms.

7. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us in accordance with clause 2 of these Terms.

6. Your content

1. Each Site may, in accordance with its own Additional Terms, offer you the opportunity to submit, post, display, transmit, perform, publish, distribute or broadcast content and materials, including, without limitation, articles, commentaries, photographs, text, music, video, audio recordings, computer graphics, pictures, data, questions, comments, suggestions or personally identifiable information ("Content"). You retain ownership of any intellectual property rights that you hold in the Content.
2. You grant to us a royalty-free, non-exclusive, perpetual, irrevocable license to use, copy, edit, adapt, publish, reproduce, translate, sub-license, create derivative works from, make available, communicate, display, store and distribute your Content (in whole or part) and/or to incorporate it in other works in any form, format, media, or technology now known or later developed (including without limitation in print, digital and electronic form) throughout the world in accordance with the provisions of these Terms. By submitting your Content, you warrant that you have the right to grant this license. To the extent permitted by law, you waive all moral rights in your Content. To the extent that you are unable to waive any such moral rights, you agree not to assert the same.
3. It is our sole discretion, subject to any rules and procedures applicable to any Site, whether or not we choose to publish or otherwise make available Content on the Site. We may remove Content at our discretion, subject only to our express obligations in respect of peer-reviewed articles.
4. For the avoidance of any doubt, you acknowledge and agree that we may:
    1. Continue to publish all or part of Your Content, including applications, your name, town and country, even if you change your mind and want us to remove it and/or you are no longer registered with the Site;
    2. remove your Content at our sole discretion (even if you have not breached these Terms).

3. use all or part of your Content in promoting our products and services;
4. reproduce your trade marks, trade names, service marks, logos, domain names or other identifying signs or images;
5. publish and/or distribute widgets and other applications similar to yours and bearing our or another user's branding or logo without any liability or responsibility to you;
6. modify your Content in any way at our sole discretion.

5. You acknowledge that we are not responsible for checking, monitoring or moderating any Content and you remain solely responsible for all Content that you upload or submit.
6. By uploading or submitting Content to any Site, you warrant that (subject to the following sentences) you are the sole author of and owner of all proprietary rights in the Content. If the Content includes any material that belongs to a third party, you promise that you have obtained the permission of such third party owners to use their material in accordance with the provisions of these Terms, including its publication on the Site concerned and the right of visitors to the Site to download the Content, including such third-party material. You further warrant that you have attached all third-party copyright or proprietary notices which you are required to attach.
7. You warrant and represent that your Content, and the content of any website from which you include a link to any Site, or to which you post a link from a Site, will not be inappropriate. Without limitation, Content (and the content of third-party websites) may be considered inappropriate if:
    1. it is misleading in any way, and/or it gives a false impression as to its origins or approvals;
    2. it is defamatory, plagiarised (including plagiarism from your own work), abusive, malicious, threatening, false, misleading, offensive, insulting, discriminatory, profane, harassing, racist, sexist, indecent, obscene, pornographic, hateful or it advocates violence;
    3. it is in breach of confidentiality or another person’s privacy or other rights, or of any duty owed by you;

4. it prejudices any active or pending legal proceedings of which you are aware;
5. it contains accusations of impropriety or personal criticism of our personnel, editors or reviewers;
6. it infringes any intellectual property rights proprietary to us or any third party;
7. it is technically harmful (including Content containing, without limitation, computer viruses, logic bombs, trojan horses, worms, harmful components, corrupted data or other malicious software, harmful data or conduct and/or contains any other element which is intended to harm us or any third party, or to carry out or facilitate any fraudulent or dishonest transaction);
8. it advertises or promotes any product or service or makes any requests for donations or financial support;
9. it is spam or junk content;
10. it impersonates another person or otherwise misrepresents your identity, affiliation or status;
11. it would be considered a criminal or statutory offence in any jurisdiction, or gives rise to civil liability, or is otherwise unlawful; and/or
12. it is in breach of these Terms and/or of any Additional Terms.

8. You must not attempt to avoid or undermine any protections we put in place for the security and operation of any Site.
9. You must not attempt to gain unauthorised access to any Site, the server on which any Site is hosted or any server, computer or database connected to any Site or to attack any Site via a denial of service attack or by any means other than through a normal web browser in the generally-accepted manner, and in accordance with these Terms. By breaching the provisions of this clause, you may be committing a criminal offence. We shall report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them and your right to use the affected Site and any other Site whose use is subject to these Terms shall immediately and automatically cease.

10. Unless you have our express permission to do so, you must not re-submit any Content or other material or applications which have previously been rejected or removed.
11. You shall indemnify us on demand and keep us indemnified against all liabilities, losses, damages, costs, claims and expenses (including any professional costs and expenses) suffered or incurred by us arising out of or in connection with any breach or alleged breach by you of this clause 6.
12. You undertake to defend us from and against any claim or action by a third party that the use or possession of any Content submitted or uploaded to any Site by you infringes the intellectual property of such third party ("**IPR Claim**"), and shall on demand indemnify us and keep us indemnified against all liabilities, losses, damages, costs, claims and expenses (including any professional costs and expenses) suffered or incurred by us arising out of or in connection with any such IPR Claim.

7. Third party content

1. We are not liable or responsible for any third party content on any Site. Third party content includes, for example, comments, blogs and articles posted by any third parties, Content, the content of advertisements, applications posted by other third parties and content accessed through applications.

8. Intellectual Property Rights

1. For the avoidance of doubt, we are the owner or the licensee of all intellectual property rights in all Sites. All such rights are reserved. Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.
2. We acknowledge and agree that you (or your licensor) retain(s) ownership in any copyright you may have in the Content you submit or upload to any Site, in accordance with the Terms.

9. Your personal information

1. In addition to these Terms and the Additional Terms, please read the Privacy Policy at http://www.nature.com/info/privacy.html carefully as it governs our

collection and use of information about you, and states that we may collect your information in the UK and transfer it to companies within our group (including companies based outside of the UK and Europe). **By using our Site, you consent to us obtaining, holding, processing and transferring your data as set out in the Privacy Policy.**

10. Interactive services

1. We may from time to time provide interactive services on any Site, including (without limitation) chat rooms, bulletin boards and other forums ("**interactive services**").
2. Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, whether it is moderated and what form of moderation is used (including whether it is human or technical).
3. We are under no obligation to oversee, monitor or moderate any interactive service we provide on any Site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards at clause 6 of these Terms, and as contained in any Additional Terms, whether the service is moderated or not.
4. The use of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not foolproof. Minors who are using any interactive service should be made aware of the potential risks to them.
5. Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

11. Our liability

1. The provisions of this clause 11 set out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you in respect of all losses, claims or liabilities arising under or in connection with these Terms or your use of any Site generally, whether in contract, tort (including negligence), breach of statutory duty, or otherwise.

2. The information and material contained on each Site is for information purposes only and does not constitute advice. Such information and material may be incorrect or out of date and should not be considered as a definitive or complete statement. You should check any information and material on the Site and use your own judgement before doing or not doing anything on the basis of such information or material. We make no representations or warranties with respect to the Site or its content. All warranties (express or implied) (including without limitation the implied warranties of satisfactory quality and fitness for purpose relating to any Site and/or its content) are hereby excluded to the fullest extent permitted by law. No representations or warranties are given as to the accuracy or completeness of the information or material provided on any Site or any website or webpage to which it is linked.
3. Nothing in these Terms excludes or limits our liability for death or personal injury caused by our negligence or for fraud of fraudulent misrepresentation or any other liability that cannot be limited by applicable law.
4. To the fullest extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude any liability for:
    1. loss of or corruption to data; or
    2. loss of profit; or
    3. loss of anticipated savings; or
    4. loss of anticipated revenue; or
    5. loss of business; or
    6. loss of opportunity; or
    7. adverse effect on reputation and/or goodwill; or
    8. any indirect or consequential loss or damage save that for these purposes losses arising as a result of regulatory fines and damage to property shall to the extent arising as a natural consequence of the breach in question not be regarded as indirect or consequential.

5. Subject to the provisions of clause 11.3 above, our total liability to you in respect of all losses and liabilities arising under or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty,

or otherwise, shall in no circumstances exceed an amount equal to the amount paid by you to us in the 12 month period immediately preceding the date on which such loss or liability arose or £250, whichever is greater.

6. Without prejudice to the generality of the exclusions of liability contained in this clause 11, we shall not be liable to you if you cannot access any Site properly or at all (wholly or partly) or if some of its features are unavailable to you due to events outside our control (including without limitation the performance of any internet service provider, the performance of any internet browser, limitations of the device you use to access the Site and/or any malicious or unintentional harm done by yourself or others).
7. We shall have no liability to you for any loss, damage or inconvenience suffered due to the unavailability, withdrawal, corruption or loss of any Content, material or other information or data from or on any Site, or for any use of or reliance on any Content on any Site.
8. Whilst we monitor each Site with a view to locating and fixing defects, you acknowledge and agree that we cannot and do not guarantee that each Site or any individual feature of each Site will be error free, be available at all times and/or be free from viruses and defects. We shall not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of any Site or to your downloading of any content on it, or on any website linked to it.

12. Maintenance of the Site

1. You acknowledge and agree that from time to time we may need to suspend access to all or a part of any Site while we:
    1. fix defects and errors in the Site;
    2. install updates and undertake general diagnosis and maintenance of the Site; and
    3. undertake emergency maintenance and/or suspend access to the servers,

    and that as a result of which the Site may be less accessible or unavailable to you from time to time.

13. **Severance**
    1. If any court or competent authority finds that any provision of these Terms (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms shall not be affected.

14. **Variation**
    1. We may revise these Terms at any time by amending this page or the page on which the Additional Terms appear. You must check this page, and the page of each Site where Additional Terms appear, from time to time to take notice of any changes we make, as they are binding on you. Some of the provisions contained in these Terms may also be superseded by provisions or notices published elsewhere on the Site, including without limitation in Additional Terms.

15. **Jurisdiction and applicable law**
    1. Subject to clause 15.3, the law governing these Terms, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of England and Wales.
    2. Subject to clause 15.3, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or its subject matter or formation (including non-contractual disputes or claims). For our exclusive benefit and to the extent possible in the applicable jurisdiction, we retain the right to bring or enforce proceedings as to the substance of the matter in the courts of the country of your residence or, where these Terms are entered into in the course of your trade or profession, the country of the place of business in which you agreed to these Terms or (if different) the country of your principal place of business.
    3. If you are in the USA or Canada, these Terms shall be governed by the laws of the State of New York, without regard to any conflict of law provisions, and the parties agree to submit to the exclusive jurisdiction of the courts located in the State of New York.

4. In the event of any legal action arising from or relating to these Terms of Use or your use of any Site, you hereby waive the right to a jury trial.

Online Shop Terms and Conditions

Date of version: 26 January 2022

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B. Special provisions for specific products

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The following Terms and Conditions include general provisions for using the Online Shop (section A) and special provisions for specific products (section B).

A. General provisions

A.1 Definitions

A.1.1 **"Online Shop"** means any online shop for the sale of Products by Springer Nature to which these Terms and Conditions apply.

A.1.2 **"Digital Content Platform"** means any platform provided by or on behalf of Springer Nature hosting Digital Content for access by Authorized Users.

A.1.3 **"Springer Nature"** means the relevant entity with which contracts are concluded.

(a) For Customers having their habitual residence in **North, Central or South America:** Springer Nature Customer Service Center, LLC, 1 New York Plaza, Suite 4600, New York, NY 10004-1562, phone 1-866-839-0194, fax: +1 212 460 1700, email: customerservice@springernature.com

(b) For Customers having their habitual residence in **Europe, Middle East, Africa, Asia, Oceania or Australia:** Springer Nature Customer Service Center GmbH, Tiergartenstr. 15-17, 69121 Heidelberg, Germany, phone +49 (0) 6221 345 4303, fax: +49 6221 345 4229, email: customerservice@springernature.com

A.1.4 **"Products"** means any Goods, Digital Content and Services offered in the Online Shop, including Subscriptions and Rentals.

A.1.4.1 **"Goods"** means any tangible movable items, in particular print books and magazines.

A.1.4.2 **"Digital Content"** means any form of digital images, texts, sounds, audio-visual content and software (or combinations thereof), which is not delivered on a tangible medium.

A.1.4.3 **"Services"** means any kind of services, excluding the supply of or providing access to Digital Content.

A.1.4.4 **"Subscription"** means the regular supply of Goods or Digital Content; or access to Digital Content, but not including Rentals.

A.1.4.5 **"Rental"** means access to Digital Content for a fixed period, which cannot be extended or renewed.

A.1.5 **"User"** means the natural person who owns an account for using the Online Shop and, if applicable, accessing Digital Content and/or Services (the **"User Account"**), acting either as an Individual Customer or on behalf of an Institutional Customer.

A.1.6 **"Customer"** means either (a) an Individual Customer or (b) an Institutional Customer entering into a contract with Springer Nature.

A.1.6.1 **"Individual Customer"** means a natural person acting in their own name.

A.1.6.2 **"Institutional Customer"** means an organization which orders Products to be used by the Authorized User.

A.1.7 **"Authorized User"** means

(a) a User who ordered Digital Content or Services as an Individual Customer; or

(b) a User who ordered Digital Content or Services on behalf of an Institutional Customer and was authorized to use that Product by the Institutional Customer.

A.2 Products and applicable provisions

Springer Nature offers the following kinds of Products in the Online Shop:

A.2.1 **Print books, print journals** and **print magazines:** The provisions on the delivery of Goods apply; unless a copy of an individual issue was ordered, the provisions on Subscriptions apply as well.

A.2.2 **ePapers, eBooks, eJournals** and **eMagazines** (including individual chapters or articles, if available) for download: The provisions on access to Digital Content apply; unless a copy of an individual issue was ordered, the provisions on Subscriptions apply as well.

A.2.3 **Coupon Codes:** The provisions on Coupon Codes apply.

A.2.4 **Rentals of eBooks:** The provisions on access to Digital Content and on Rentals apply.

A.2.5 **Personal Collections,** i.e. access by an **Individual Customer** to packages of Digital Content arranged by subject matter, such as "Nature+": The provisions on Digital Content, Personal Collections and Subscriptions apply.

A.2.6 **Services:** If Services can be ordered in the Online Shop; any specific provisions set out on the product page apply in addition to these Terms and Conditions.

A.3 User Account and registration

A.3.1 A User Account is a prerequisite for placing orders in the Online Shop, using Digital Content or Services, and providing User content such as comments on websites operated by Springer Nature or its affiliated companies.

A.3.2 Prerequisites for registering a User Account and registration process

A.3.2.1 User must be of age and have full legal capacity.

A.3.2.2 User must provide accurate and complete details upon registration and must keep them up to date.

A.3.2.3 User must provide a valid email address. User warrants that they are entitled to receive email at such email address. Springer Nature is not obliged to use such email address for communication with User.

A.3.2.4 User may review the data entered and correct any errors or terminate the registration process at any time before sending off the completed registration form. By clicking the confirmation button, User registers a User Account. Springer Nature will send User a confirmation of receipt of their registration. Springer Nature may reject registrations for any or no reason. The contract on using the user account will not be filed and will not be accessible to User.

A.3.3 Individual User Account and Institutional User Account

A.3.3.1 If User wants to order Products as an Individual Customer as well as on behalf of an Institutional Customer (section A.1.6), User must register **two separate User Accounts** for those different purposes, i.e.

(a) one User Account for placing orders as an Individual Customer (**"Individual User Account"**) and

(b) another User Account for placing orders on behalf of the relevant Institutional Customer (**"Institutional User Account"**).

A.3.3.2 User may, however, always register only one Individual User Account and only one Institutional User Account.

A.3.3.3 User must use a private email address for their Individual User Account and their professional email address (provided by the relevant Institutional Customer) for their Institutional User Account.

A.3.3.4 Upon registering an Institutional Account, User warrants and represents that they are duly authorized by the relevant Institutional Customer to act as its

agent and conclude contracts in the name of that Institutional Customer.

A.4 Using the User Account

A.4.1 User's role when using their User Account(s)

A.4.1.1 When using their Individual User Account, User shall always be deemed to act in their own name; when using their Institutional User Account, User shall always be deemed to act on behalf of the relevant Institutional Customer. This means:

A.4.1.2 If User orders Products as an **Individual Customer, User** shall be the **Customer** (as defined in clause A.1.6) and the **Authorized User** (as defined in A.1.7).

A.4.1.3 If User orders Products on behalf of the relevant **Institutional Customer**, that **Institutional Customer** shall be the **Customer** (as defined in clause A.1.6), but **User** shall be the (only) **Authorized User** (as defined in clause A.1.7).

A.4.2 Strictly personal use

A.4.2.1 A User Account is always User's personal account. It provides User with access to the Digital Content and/or Services which they are authorized to use as the Authorized User (section A.4.1) according to the User's rights of use for Digital Content (section B.2.7) and/or the specific terms for the relevant Service. This means:

(a) User may not let other persons (including other persons affiliated with the same Institutional Customer) use their User Account and/or any Digital Content and/or Services which can be accessed from their User Account.

(b) User may not give other persons access to downloaded Digital Content or share downloaded Digital Content with other persons in any form.

(c) User may not give other persons access to any results created using a Service or share such results unless expressly authorized to do so under the applicable terms of the relevant Service (clause A.1.1).

A.4.3 User's obligations and consequences of noncompliance

A.4.3.1 User must keep their user credentials confidential. If User has reason to suspect that another person may have access to, or be using, their User Account, User must inform Springer Nature immediately and set a new password.

A.4.3.2 Where User is responsible for third-party use of their User Account due to noncompliance with said obligations, User shall be liable for all consequences, including payment for orders.

A.4.3.3 Springer Nature may suspend or terminate a User Account after a warning or immediately in order to prevent misuse. In such event, User may not re-register without Springer Nature's prior written consent. The suspension or termination of the User Account shall not affect Springer Nature's right to continue to use User content already submitted by User.

A.5 Ordering products

A.5.1 User may put any Product in the shopping cart by clicking the relevant button on the Product page. User can review the content of the shopping cart at any time and may alter the number of copies (for goods only) or remove Products from the shopping cart or terminate the order process before submitting their order.

A.5.2 By clicking the confirmation button, User submits their order. Springer Nature will send User a confirmation of receipt; subject to clause A.5.3 the contract is concluded upon such confirmation. The contract will not be filed and will not be accessible to User, but Springer Nature will include the Terms and Conditions in the confirmation email.

A.5.3 Should the payment process not be completed successfully, i.e. Springer Nature does not receive a confirmation of Customer's payment from the relevant payment service provider, Springer Nature will not confirm the order, but notify Customer of the failure of payment, and no contract will be deemed made.

A.6 Right of withdrawal for Individual Customers having their habitual residence in Europe, Middle East, Africa, Asia, Oceania or Australia

A.6.1 An Individual Customer who has their habitual residence in Europe, Middle East, Africa, Asia, Oceania or Australia and is acting for purposes which are outside

their trade, business, craft or profession ("consumer"), has a statutory right of withdrawal. The conditions for and effects of withdrawal depend on the nature of the Product (section A.2).

A.6.2 There is no right of withdrawal for the following types of contracts:

(a) the supply of sealed audio or sealed video recordings or sealed computer software which were unsealed after delivery;

(b) the supply of a newspaper, periodical or magazine with the exception of subscription contracts for the supply of such publications (i.e. the purchase of an individual issue);

(c) the supply of or access to Digital Products if the performance has begun with Customer's prior express consent and Customer's acknowledgment that Customer thereby loses their right of withdrawal;

(d) contracts of Services after the Service has been fully performed if the performance has begun with Customer's prior express consent, and with the acknowledgement that Customer will lose their right of withdrawal once the contract has been fully performed by Springer Nature.

A.6.3 Information on withdrawal

(a) For a contract on the delivery of **Goods** which are **delivered in one delivery**:

Instruction on withdrawal

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

To exercise the right of withdrawal, you must inform us (Springer Nature Customer Service Center GmbH, Tiergartenstr. 15-17, 69121 Heidelberg, Germany, fax: +49 6221 345 4229, email: customerservice@springernature.com) of your decision to withdraw from this

contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. You will have to bear the direct cost of returning the goods.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

(b) For a contract on the delivery of **Goods** which were ordered in one order but are **delivered separately:**

Instruction on withdrawal

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good.

To exercise the right of withdrawal, you must inform us (Springer Nature Customer Service Center GmbH, Tiergartenstr. 15-17, 69121 Heidelberg, Germany, fax: +49 6221 345 4229, email:

customerservice@springernature.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.
To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. You will have to bear the direct cost of returning the goods.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

(c) For the **regular** supply of **Goods** (e.g. Subscriptions of print magazines):

Instruction on withdrawal

Right of withdrawal
You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the first good.

To exercise the right of withdrawal, you must inform us (Springer Nature Customer Service Center GmbH, Tiergartenstr. 15-17, 69121 Heidelberg, Germany, fax: +49 6221 345 4229, email: customerservice@springernature.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. You will have to bear the direct cost of returning the goods.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

(d) For contracts on the supply of or access to **Digital Content**:

Instruction on withdrawal

Right of withdrawal
You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us (Springer Nature Customer Service Center GmbH, Tiergartenstr. 15-17, 69121 Heidelberg,

Germany, fax: +49 6221 345 4229, email: customerservice@springernature.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

(e) For contracts on **Services**:

Instruction on withdrawal

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us (Springer Nature Customer Service Center GmbH, Tiergartenstr. 15-17, 69121 Heidelberg, Germany, fax: +49 6221 345 4229, email: customerservice@springernature.com) of your decision to withdraw from this

contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.

Customer may use the following form, but it is not obligatory:

Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

- To Springer Nature Customer Service Center GmbH, Tiergartenstr. 15-17, 69121 Heidelberg, Germany:
- I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*),
- Ordered on (*)/received on (*),

- Name of consumer(s),
- Address of consumer(s),
- Signature of consumer(s) (only if this form is notified on paper),
- Date

(*) Delete as appropriate.

A.7 Payment and invoicing

A.7.1 Customer may pay with credit card and/or via PayPal, as displayed before or at the beginning of the order process. In order to use PayPal, Customer must have an account with PayPal. No other means of payment will be available.

A.7.2 If Customer pays with credit card, Springer Nature will transmit the payment details to the relevant credit card issuer. The purchase price will be charged immediately after receipt of the order. The relevant credit card issuer's terms and conditions apply.

A.7.3 If Customer pays via PayPal, Customer will be redirected to www.paypal.com, which is operated by PayPal (Europe) S. à r. l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg, Luxembourg or an affiliate company in order to make the payment. Customerr's PayPal account shall be charged immediately. PayPal's terms and conditions apply.

A.7.4 Customer agrees to receive an electronic invoice at the email address provided in the User Account. Springer Nature may charge a reasonable fee for sending a hard-copy invoice at Customer's request.

A.7.5 If Customer fails to honor their payment obligations, or if any amounts paid are reverse-charged, Springer Nature may block Authorized User's access to the Online Shop and/or to Digital Content Platforms until Springer Nature has received full payment of all arrears.

A.7.6 Goods are delivered subject to retention of title and shall remain Springer Nature's property until the purchase price has been paid in full.

A.8 Termination of the User Account, Subscriptions and contracts on Services

A.8.1 User may give notice of termination of the User Account at any time.

A.8.2 After termination, User shall no longer have any access to the Online Shop and, if applicable, to Digital Content Platforms, and will lose access any Digital Content. Unused amounts under on-going Subscriptions shall not be refunded.

A.8.3 Any provisions on the term of the User Account and on Rentals, Subscriptions and Services shall not affect the right of either party to terminate a contract for cause with immediate effect.

A.8.4 Notice of termination by Customer

A.8.4.1 Any notice of termination must be in in writing.

A.8.4.2 For Customers having their habitual residence in Europe, Middle East, Africa, Asia, Oceania or Australia, the following applies: "In writing" means "text form" (as defined in section 126b of The German Civil Code), i.e. on a "durable medium" (including fax and email) and specifying the sender (see clause A.1.3 for Springer Nature's contact details).

A.9 Springer Nature's Liability

A.9.1 For Customers having their habitual residence in Europe, Middle East, Africa, Asia, Oceania or Australia, the following applies:

A.9.1.1 For Goods there is a legal guarantee of conformity. Claims arising from that guarantee become statute-barred within two years after the goods have been received.

A.9.1.2 Springer Nature's liability shall not be limited in any event for any loss or damage which is (a) due to intent or gross negligence; (b) for loss of life, limb, or health. Strict liability under the German Product Liability Act shall not be limited.

A.9.1.3 If an essential contractual obligation (i.e. an obligation the performance of which is necessary for due implementation of the contract, the performance of which a contractual partner generally may rely on, and the breach of which jeopardizes the attainment of the purpose of the contract) was breached due to slight negligence, Springer Nature's liability shall be limited to that loss or damage the occurrence of which is typical with regard to the nature of the contract and was foreseeable at the time of conclusion of the contract.

A.9.1.4 In all other cases, Springer Nature shall not be liable, for whatever cause in law.

A.9.2 For Customers having their habitual residence in North, Central or South America, the following applies:

Springer Nature warrants that it has the right to grant Customer the rights granted in these Terms and Conditions. Except for foregoing express warranty and to the extent permitted by applicable law, Springer Nature provides all Goods, Digital Content and Subscriptions (the "Content") "as is" and makes no other representation or warranty. Springer Nature expressly disclaims any liability for any claim arising from or out of the Content, including but not limited to any errors, inaccuracies, omissions, or defects contained therein, and any implied or express warranty as to merchantability or fitness for a particular purpose. Springer Nature shall not be liable for any special, incidental, consequential, punitive or exemplary damages, even if it has been advised of the possibility of such damages. Springer Nature's liability for any and all claims under this agreement is limited to the agreed amounts actually paid by the customer at the time of the relevant purchase.

A.9.3 Customer is obliged to make regular complete backups of data produced or stored by Customer at reasonable intervals that reflect the value of such data. Springer Nature shall not be liable for any loss of such data which could have been avoided by Customer's compliance with said obligation.

A.10 Application of the Terms and Conditions, amendments

A.10.1 The contract on the use of the User Account and all contracts concluded in the Online Shop shall be subject to these Terms and Conditions as well as any other terms and conditions or other legal terms applicable to websites on which Customer has created the User Account. Should Customer have its own terms of business, such terms shall only apply where Springer Nature has expressly agreed to them in writing prior to conclusion of the relevant contract.

A.10.2 Springer Nature may amend these Terms and Conditions if Springer Nature deems the amendment necessary to adapt these Terms and Conditions to changes in statutory law or case-law or to technical developments, or due to the introduction of new products or features of products. Springer Nature will notify the User/Customer of its intent to amend the Terms and Conditions and the

envisaged date of the amended Terms and Conditions entering into force. If User/Customer does not object to the amendment within one month after receipt of said notification (the "Objection Period"), User/Customer shall be deemed to have agreed to the amended Terms and Conditions. In said notification, Springer Nature shall point out the legal relevance of the Objection Period.

A.10.3 Should User/Customer object to the amendment, Springer Nature may give notice of termination of the relevant contract(s) at the time when the amended Terms and Conditions come into force; in such event Springer Nature shall without undue delay reimburse on a pro rata basis any advance payments of subscription fees.

A.11 Severability

Should any provision of these Terms and Conditions be or become ineffective or unenforceable, this shall not affect the remainder of these Terms and Conditions. In any such case, the parties shall negotiate in good faith for a clause which is to substitute the ineffective/unenforceable provision, reasonably balancing the parties' interests.

A.12 Governing law and venue

A.12.1 For Customers having their habitual residence in Europe, Middle East, Africa, Asia, Oceania or Australia, the following applies:

Contracts between User/Customer and Springer Nature shall be governed and its provisions construed and enforced in accordance with German law, without giving effect to its conflict of laws rules and the UN Convention on Contracts for the International Sale of Goods (CISG). If User/Customer is a natural person who concluded a contract for a purpose which can be regarded as being outside their trade or profession, this shall not have the result of depriving the User/Customer of the protection afforded to them by provisions that cannot be derogated from by agreement by virtue of the law of the country where the User/Consumer has their habitual residence.

The parties agree that they are subject to the exclusive jurisdiction of the courts in Heidelberg, Germany for all legal disputes arising directly or indirectly from the contractual relationship between Springer Nature and the User/Customer in the following circumstances:

(a) User/Customer is a registered trader according to the German Commercial Code, a public corporation or a special trust managing public assets;
(b) User's/Customer's place of residence or habitual place of abode is outside Germany or User/Customer relocated their place of residence or habitual place of abode outside Germany after the conclusion of the contract;
(c) User's/Customer's place of residence or habitual place of abode is not known at the time when legal action is filed.

A.12.2 For Customers having their habitual residence in North, Central or South America, the following applies:

Contracts between User/Customer and Springer Nature shall be governed and its provisions construed and enforced in accordance with the laws of the State of New York, USA, without giving effect to its conflict of laws rules and the UN Convention on Contracts for the International Sale of Goods (CISG).

The parties agree that they are subject to the exclusive jurisdiction of the courts in New York, NY, USA.

A.13 Out-of-court settlements/jury trial

A.13.1 We do not engage in out-of-court settlements before consumer arbitration bodies. However, we are obliged to inform you that the European Commission provides a platform for online dispute resolution, which is available at https://ec.europa.eu/consumers/odr/.

A.13.2 For Customers having their habitual residence in North America, Central America or South America, the following applies: User/Customer expressly waives the right to a trial by jury.

B. Special provisions for specific products

B.1 Purchase of Goods

B.1.1 Springer Nature shall deliver Goods within the time specified at the time the order is placed.

B.1.2 Springer Nature shall deliver Goods using an appropriate shipping method chosen in its reasonable discretion; shipping costs shall never exceed the amount specified specified at the time the order is placed.

B.1.3 Springer Nature may make partial deliveries where Customer can be reasonably expected to accept partial delivery; this will never result in higher shipping costs to be borne by Customer.

B.2 Access to Digital Content

B.2.1 General prerequisites

For using digital content, e.g. reading purchased or rented eBooks, and for reading content downloaded from Personal Collections, Customer/Authorized User needs normal Internet access and software for viewing documents in the electronic format specified on the Product page, if any.

B.2.1.1 Authorized User needs to log into their User Account in order to trigger the download of Digital Content.

B.2.1.2 Digital Content purchased for Download can be downloaded by Authorized User immediately after the conclusion of the contract.

B.2.2 Coupon codes

B.2.2.1 Springer Nature in some cases offers coupon codes to purchase Digital Content for download in the Online Shop.

(a) **"E-Book inside"** means an eBook accessible via a coupon code imprinted in a print book. The Customer may order the corresponding eBook for free.

(b) **"Companion eBook"** means an eBook offered to the buyer of the corresponding print book. The Customer may order the corresponding eBook a reduced price.

B.2.3 Rentals

B.2.3.1 Authorized User needs to log into their User Account in order to view the Digital Content.

B.2.3.2 Rentals give Authorized User the right to view the rented Digital Content for a fixed term, as specified on the Product page.

B.2.3.3 Authorized User may make copies of the Digital Content only to the extent allowed by the exceptions and limitations under applicable copyright law.

B.2.4 Personal Collections

B.2.4.1 Only Individual Customers may order access to a Personal Collection; if User orders a Personal Collection using an Institutional User Account (section A.3.3.1), neither User nor any other person shall be deemed an Authorized User.

B.2.4.2 Authorized User will be granted access to the relevant Personal Collection(s) on a Digital Content Platform immediately after the conclusion of the contract ("activation"). Authorized User may use the Digital Content Platform to the extent necessary to access their activated Personal Collection(s), either (a) via direct log-in to the Digital Content Platform (using the same credentials as for the Online Shop) or (b) via a link on the Product page of the relevant Personal Collection.

B.2.4.3 Springer Nature may, in its discretion, add new content to a Personal Collection or replace existing content with revised editions, but Springer Nature shall not be obliged to make such updates.

B.2.5 Removal of Digital Content

Springer Nature reserves the right to discontinue the distribution of specific eBooks etc. or to remove parts of Personal Collections in the event of copyright infringements or any other legal issue which could give rise to Springer Nature's liability towards third parties. Should Authorized User have not downloaded removed content within 12 months after conclusion of the contract, Springer Nature will reimburse to Customer the purchase price in full or in part (if the removed content was part of a Personal Collection).

B.2.6 Rights of Use for Digital Content

B.2.6.1 Authorized User may use Digital Content only for personal purposes and subject to the restrictions set out in this section B.2 or to the extent allowed by the exceptions and limitations under applicable copyright law.

B.2.6.2 Springer Nature reserves the right to mark purchased items of Digital Content with User's name and email address, using an electronic watermark or other technical identification marks, including means that are not evident to User; or to equip them with technological measures designed to prevent infringements of intellectual property rights ("Technological Measures").

B.2.6.3 Authorized User may use and store Downloaded Digital Content (including parts thereof) only on end devices used by the Authorized User personally. The following in particular is not permitted: making unauthorized additional copies, in particular on end devices or media to which third parties have access; adapting digital content; distributing Digital Content to third parties or making it available to the public (including on intranets); circumventing Technological Measures.

B.2.6.4 Springer Nature reserves the right to block Authorized User's access to Digital Content if Authorized User is in breach of clauses B.2.7.1 or B.2.7.3 and/or may give notice of termination for cause with immediate effect. The same applies if an Institutional Customer is found to have ordered a Personal Collection in breach of clause B.2.4.1.

B.2.6.5 Clauses B.2.7.1 to B.2.7.4 apply to Personal Collections accordingly.

B.2.6.6 Authorized User's right to use Digital Content which is the subject matter of a Rental or was downloaded from a Personal Collection or under a subscription granting access to Digital Content (point (b) of clause A.1.4.4) shall expire as soon as the respective rental term or subscription term expires. After that Authorized User may no longer use the relevant Digital Content and must delete any copies; Springer Nature may block access to such Digital Content.

B.2.6.7 **Apress Access:** By way of exception to clause B.2.6.6 the following applies: Upon termination of the Apress Access subscription, Authorized User **may continue to use any Apress eBooks that they downloaded during the term of the subscription.**

B.3 Subscriptions

B.3.1 Subscriptions of journals and magazines (including eJournals and eMagazines) are always made for one calendar year as the initial term.

B.3.2 Monthly Subscriptions will run for an indefinite time after expiry of the initial term, if any, and one month's notice of termination may be given any time.

B.3.3 Annual subscriptions will run for a fixed term of one year will not be automatically renewed unless Customer has opted in to the auto-renew feature (if available).

Guided Open Access Terms and Conditions

Date of version: 6th January 2021

By submitting your manuscript (your "Article") for consideration under Nature Portfolio's Guided Open Access programme, you indicate that you have read and accept these terms and conditions ("the Terms"). If you do not accept all applicable Terms, please do not submit your Article for consideration by the Guided Open Access programme.

Please note that we may change these Terms from time to time without notice so you should review them each time that you plan to submit a manuscript for consideration through Guided Open Access.

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We draw your attention to the limitations on liability contained in clause 6 below and to the consents to data transfer and processing contained in clause 5 below.

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1. Guided Open Access

Guided Open Access ("Guided OA") is a programme that enables you to submit your Article to one Nature Research journal, and be considered simultaneously by two other associated journals in the Nature Portfolio. See our Guided OA page for further details on the Guided OA programme.

a.Initial Submission

In order to participate in the Guided OA programme, you must select the Guided OA option when submitting your Article to a participating Nature Research Journal, and provide all information required pursuant to the submission process. If your Article is deemed appropriate for the Guided OA programme, it will be assigned to a handling editor from one of the participating journals, and you will be asked to arrange payment of an Editorial Assessment Charge (see Charges, below). If your Article is determined not to be suitable for any of the journals in the Guided OA programme, you will be notified and no Editorial Assessment Charge will be payable.

b.Editorial Assessment Report

Once your article has been assigned to a handling editor and you have provided billing details for the Editorial Assessment Charge, your Article will be sent for peer review in accordance with our standard practices. On the basis of their expert judgement, and the feedback from one round of peer review, the Nature Portfolio editor responsible for your Article will prepare an Editorial Assessment Report (EAR). The EAR will typically provide an editorial evaluation of the manuscript, an open research evaluation, guidance for adhering to best reproducibility practice, and help to navigate and interpret the reviewers' feedback, but contents of individual EARs may vary. If your Article is provisionally

recommended for publication after the first round of peer review, the EAR will recommend which journal(s) will be suitable for publication of your Article. If you choose to continue with a recommended journal, the peer review process will continue in accordance with the journal's standard practice. However, you are under no obligation to continue with a recommended journal, and may use the EAR in connection with preparation for submission of your Article to another journal. **YOU UNDERSTAND AND AGREE THAT YOUR PARTICIPATION IN GUIDED OA (1) DOES NOT GUARANTEE THAT YOUR ARTICLE WILL BE PEER REVIEWED AT THE JOURNAL OF YOUR CHOICE, AND (2) DOES NOT GUARANTEE THE PUBLICATION OF YOUR ARTICLE IN ANY PARTICULAR PARTICIPATING JOURNAL, OR IN ANY OF THE PARTICIPATING JOURNALS. SUBMITTED MANUSCRIPTS WILL BE REVIEWED AND PUBLISHING DECISIONS MADE IN ACCORDANCE WITH THE HIGH STANDARDS OF NATURE PORTFOLIO JOURNALS. THE LIKELIHOOD OF ACCEPTANCE OF A MANUSCRIPT FOR PUBLICATION IN PARTICIPATING JOURNALS UNDER THE GUIDED OA PROGRAMME WILL BE NO GREATER THAN FOR MANUSCRIPTS SUBMITTED TO SUCH JOURNALS UNDER STANDARD SUBSCRIPTION OR OPEN ACCESS PUBLISHING TERMS.**

c. Publication

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2. Eligibility

If you are affiliated with an institution participating in a Fully OA agreement or Transformative (or Compact) agreement that includes Nature Portfolio journals, you will not be eligible for Guided Open Access, where fees are applied before acceptance (Editorial Assessment Charge). Direct Open Access is available to you by selecting the open access option once your paper has been accepted, with your fees covered by the relevant institutional agreement. Please check our OA agreement pages for further information about what fees are covered.

3. Charges

Once your Article has entered the Guided Open Access process, you will be required to complete a Guided OA Editorial Assessment Charge (EAC) Payment Form, and arrange payment of the EAC. **THE EDITORIAL ASSESSMENT CHARGE WILL NOT BE REFUNDED**

EVEN IF YOUR ARTICLE IS NOT RECOMMENDED FOR PUBLICATION IN ONE OF THE GUIDED OA JOURNALS PURSUANT TO THE EDITORIAL ASSESSMENT OR IS OTHERWISE NOT PUBLISHED IN A GUIDED OA JOURNAL FOR ANY REASON.

If your article is accepted for publication after completion of the peer review process at a recommended journal, you will be required to complete a Guided OA Top-Up Article Processing Charge (APC) Payment Form, and arrange payment of the Top-Up APC.

If your Article is published in a Nature Research journal (Nature Physics, Nature Methods or Nature Genetics), the combined amount of the EAC and the Top-Up APC will be lower than the cost of publishing on an open access basis directly through those journals, outside of Guided OA. **IF YOUR ARTICLE IS PUBLISHED IN NATURE COMMUNICATIONS OR ONE OF THE COMMUNICATIONS JOURNALS, THE COMBINED AMOUNT OF THE EAC AND THE TOP-UP APC WILL BE SOMEWHAT HIGHER THAN THE COST OF PUBLISHING ON AN OPEN ACCESS BASIS DIRECTLY WITH ANY OF SUCH JOURNALS, OUTSIDE OF GUIDED OA.** Please see the Nature Research Guided Open Access page for exact costs.

4. Right of Withdrawal

You have the right to withdraw from your agreement to pay the EAC or Top-Up APC within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us (for customers domiciled or established in North, Central or South America: Springer Nature Customer Service Center LLC, 200 Hudson Street, Suite 503, Jersey City, NJ 07311, USA, tel.: +44 (0)203 192 2009, email: ORSupport@springernature.com; for customers domiciled or established in Europe, Middle East, Africa, Asia, Oceania, Australia: Springer Nature Customer Service Center GmbH, Tiergartenstr. 15-17, 69121 Heidelberg, Germany, tel.: +44 (0)203 192 2009, email: ORSupport@springernature.com) of your decision to withdraw from this contract by an

unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from the contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.

The following form may be used to state your withdrawal, but it is not obligatory:

Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

— To Springer Nature Customer Service Center LLC, 200 Hudson Street, Suite 503, Jersey City, NJ 07311, USA (for customers domiciled or established in North, Central or South America) (*) / To Springer Nature Customer Service Center GmbH, Tiergartenstr. 15-17, 69121 Heidelberg, Germany (for customers domiciled or established in Europe, Middle East, Africa, Asia, Oceania, Australia) (*):

— I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*),

— Ordered on (*)/received on (*),

— Name of consumer(s),

— Address of consumer(s),

— Signature of consumer(s) (only if this form is notified on paper),

— Date

(*) Delete as appropriate.

5. Your personal information

In addition to these Terms and the Additional Terms, please read the Privacy Policy at http://www.nature.com/info/privacy.html carefully as it governs our collection and use of information about you, and states that we may collect your information in the UK and Europe and transfer it to companies within our group (including companies based outside of the UK and Europe). By using our Site, you consent to us obtaining, holding, processing and transferring your data as set out in the Privacy Policy.

6. Our Liability

To the fullest extent permitted by law, we and other members of our group of companies expressly exclude any liability for: loss of or corruption to data; or loss of profit; or loss of anticipated savings; or loss of anticipated revenue; or loss of business; or loss of opportunity; or adverse effect on reputation and/or goodwill; or any indirect or consequential loss or damage. Subject to the provisions of the foregoing sentence, our total liability to you in respect of all losses and liabilities arising under or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed an amount equal to the amount paid hereunder. Nothing in these Terms shall exclude any liability for or remedy in respect of

death or physical injury caused by our negligence, or for fraud, including fraudulent misrepresentation.

7. Severance

If any court or competent authority finds that any provision of these Terms (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms shall not be affected.

8. Variation

We may revise these Terms at any time by amending this page or the page on which the Additional Terms appear. You must check this page, and the page of each Site where Additional Terms appear, from time to time to take notice of any changes we make, as they are binding on you. Some of the provisions contained in these Terms may also be superseded by provisions or notices published elsewhere on the Site, including without limitation in Additional Terms.

9. Applicable Law and Jurisdiction

Any dispute or claim arising out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or its subject matter or formation (including non-contractual disputes or claims).

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