

## PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE SITE AND ORDERING THE SERVICES

### 1 WHAT'S IN THESE TERMS AND CONDITIONS

- 1.1 This contract tells you the terms and conditions which will apply to your order for Research Data Support via this website (the “**Site**”).

### 2 WHO WE ARE AND HOW TO CONTACT US

- 2.1 This Site is a portal managed by Macmillan Publishers Limited (“**we**”, “**Springer Nature Research Data Support**” and “**us**”). We are registered in England and Wales under company number 00785998 and have our registered office at The Campus, 4 Crinan Street, London, United Kingdom, N1 9XW. Macmillan is part of the scientific publishing group Springer Nature (“**Springer Nature**”).
- 2.2 We provide a Research Data Support service which improves data discoverability by editing and enhancing submitted metadata (as defined in clause 7).
- 2.3 If you've got any questions about the service offered please contact us on research.data AT springernature.com. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

### 3 BY USING THE SITE YOU ACCEPT THESE TERMS AND CONDITIONS

- 3.1 By clicking the **Submit** button during the order process, you are agreeing to purchase our Services (as defined below in clause 7) and you enter into a contract subject to these terms and conditions. Our acceptance of your order will take place when we email you to confirm the order and the total fee due, at which point a binding contract will come into existence and you will have obligation to pay for the requested Services.
- 3.2 By using the Site, you confirm that you accept these terms and conditions and that you agree to comply with them.
- 3.3 If you do not agree to these terms and conditions, please do not upload files via the Site.

### 4 THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

- 4.1 These terms and conditions incorporate the following additional terms, which also apply to your use of the Site:
- 4.1.1 Our Privacy Policy, <http://www.nature.com/info/privacy.html>, which sets out the terms on which we process any Data (as defined in clause 7.1) and personal data we collect from you, or that you provide to us. By using the Site, you consent to such processing and you warrant that all Data and personal data provided by you is accurate; and
- 4.1.2 The Site is operated by the Figshare LLP (“**Figshare**”) and your use of <https://springernature.figshare.com> will be subject to the Figshare terms of use which are available at <https://figshare.com/terms>. If there is any

conflict between the Figshare terms of use and these terms and conditions, these terms and conditions will prevail. Figshare has the right to enforce these terms and conditions where applicable.

## 5 WE MAY MAKE CHANGES TO THESE TERMS AND CONDITIONS

- 5.1 We may amend these terms and conditions from time to time. Every time you wish to order our Services, please check these terms and conditions to ensure you understand the terms that apply at that time. These terms and conditions were most recently updated on the date specified at the end of this document.

## 6 WE MAY MAKE CHANGES TO THE SITE

- 6.1 We may update and change the Site from time to time to reflect changes to our Services (as defined in clause 7), our users' needs and our business priorities. We will try to give you reasonable notice of any major changes.

## 7 OUR SERVICES

- 7.1 In the context of this contract, “**Data**” shall mean (unless the context requires otherwise) the code, text, raw and processed data, video, audio and images which underpin your research. We do not accept draft, pre-print or previously published manuscripts as part of these Services.

- 7.2 Research Data Support (**the “Services”**) (as described in this clause 7) improves data discoverability by editing and enhancing metadata connected to submitted Data and files (such as titles, authors, keywords and descriptions). Subject to clause 7.11.2, our research data editors (**the “Research Data Support Team”**) also run checks on file integrity, for the presence of potentially sensitive or identifying information, and for consistency with the nominated associated manuscript where applicable.

7.2.1 For authors using the Services for a manuscript under submission to journals that are approved for Research Data Support (<https://www.springernature.com/gp/authors/research-data-policy/springer-nature-journals-data-policy-type/12327134>), publication of the Data will be coordinated with the author's article,

7.2.2 For all others using the Services not covered by 7.2.1 (above), publication of the Data will be agreed with the submitting author.

- 7.3 The level of Services provided will be dependent on the size of the Data, the number of files included and the Data's complexity. Each order for the Service includes dedicated curation time from the Research Data Support Team; feedback, advice and assistance from a dedicated Research Data Editor; coordination of data publication and/or embargoes if necessary; and the facilitation of corrections and amendments where applicable. An evaluation report describing checks and improvements made to the Data will also be provided.

- 7.4 For information on pricing for services for Data above 50GB please see our [pricing page](#) for details.

- 7.5 Our acceptance of your order will take place when we email you to confirm the agreement, at which point a contract on these terms and conditions will come into existence between you and us.

- 7.6 In some cases, Data which is submitted will be deemed unsuitable for curation. The suitability of Data for curation will be based on the Research Data Support Team's absolute editorial discretion, and uploading Data to the Site is not a guarantee that the Services will be provided. In cases where the Data are deemed to be unsuitable, you will be notified as soon as possible in the circumstances, and in any event within 5 business days, and any submitted Data and metadata will be completely removed from the Site.
- 7.7 The use of the Services in no way implies and/or guarantees that any manuscript which relates to the Data will be accepted by a Springer Nature publication or any other publication. Use of the Services is entirely optional and authors are free to deposit Data in any other relevant repository independently of the Services.
- 7.8 For authors using the Service as defined in 7.2.1, the publication of the data is connected to the acceptance of your manuscript by a Springer Nature journal. In the case that the manuscript accompanying the Data is not accepted by a Springer Nature journal, the Data will not be published on the Site. You will have the opportunity to:
- 7.8.1 receive a copy of your Data via a personal Figshare account;
  - 7.8.2 have the Data deleted; or
  - 7.8.3 we can hold a copy of the Data for a limited period as described in 7.9.
- 7.9
- If you do not require the Data to be published as soon as the Services are complete, we can hold a copy of the Data (but not publish to the Site) for no greater than 12 months, at such time the Data will be deleted unless we have a prior written agreement with you.
- 7.10 To avail of our Services you will need to upload your Data files securely to the Site (which is a dedicated Springer Nature portal powered by Figshare) and submit basic descriptive and contextual metadata.
- 7.11 We will deliver the Services as follows (however this process is subject to change from time to time):
- 7.11.1 Once submitted, Data files are checked by Research Data Editors before confirming that the Services will be carried out.
  - 7.11.2 For the avoidance of doubt we are not responsible for any anonymisation of Data as part of the Services.
  - 7.11.3 We shall not be liable for any errors or omissions in any Data. As part of our Service, we may contact you to confirm any suggested modifications, deletions or re-formatting suggestions we may have prior to publication of the Data on the Site.
  - 7.11.4 Data files are cross-referenced against the provided metadata to ensure that all expected files have been received.
  - 7.11.5 Submitted metadata is checked and copy-edited so that it is clear, readable, and free from spelling and grammatical errors.

- 7.11.6 A description of the Data and underlying research method is added to a single Data record, based on the submitted metadata and the information provided in the nominated associated manuscript or published work.
  - 7.11.7 Categories from a research classification system are added to allow the Data to be found more easily within the Figshare repository.
  - 7.11.8 Keywords are added to enhance the discoverability of the Data by allowing more granular search.
  - 7.11.9 Funder information is added to comply with any funder requirements for acknowledgement where supplied.
  - 7.11.10 The Data record's title is copy-edited or rewritten to support discoverability.
  - 7.11.11 The Data record's authors list is cross-referenced with the nominated associated manuscript or published work to allow accurate citations to be generated within Figshare.
  - 7.11.12 A persistent identifier (DOI) is generated, enhancing accessibility and providing a persistent link for citation.
  - 7.11.13 A link to the nominated associated manuscript or published work is added to the Data record, allowing the research built on the Data to be identified and accessed.
- 7.12 Where necessary and at Springer Nature Research Data Support's absolute discretion, Data may be embargoed and publication will be coordinated by the Research Data Support Team.
  - 7.13 The Data are stored and managed and made available to you and other third parties by the Research Data Support Team in the future.
  - 7.14 The Data are stored privately within Figshare until a publication date is agreed. Prior to publication, the Data will be accessible via a private link that will be supplied to you but not via the persistent identifier (DOI).

## **8 YOUR OBLIGATIONS**

- 8.1 As part of the editorial workflow, you are responsible for adding the link to the Figshare DOI to your manuscript or published work where relevant. This will not be done by the Research Data Support Team.
- 8.2 Once the Data record has been checked and amended by the Research Data Support Team, you will have 5 business days to approve these amendments, after which time they will be taken as agreed. As part of the Services, you will be provided with one (1) round of curation of your Data record, and two (2) opportunities to supply amendments to your Data record.
- 8.3 If you require the Data record to be amended after it has been published, a new version of the Data record and the Data DOI may need to be generated. Any amendments after the related manuscript is published as a paper may only be accommodated in conjunction with a formal correction to the related paper and will be subject to the publication's editorial discretion. The process of requesting a formal correction will be your responsibility.

## 9 FEES AND PAYMENT TERMS

- 9.1 In consideration of Springer Nature Research Data Support performing its obligations under this contract and providing the Services to you, you shall pay the fees (“**Fees**”) and any applicable additional fees (“**Additional Fees**”) to Springer Nature Research Data Support in accordance with this clause 9.
- 9.2 The Fees and Additional Fees are the prices quoted on the Site at the time you submit your order for Services i.e. upload your Data.
- 9.3 Our Fees and Additional Fees may change from time to time, but changes will not affect any order for Services you have already placed and we have accepted.
- 9.4 Payment for the Service is taken using an invoicing process, and we will invoice you once the first round of curation of your Data has been completed.
- 9.5 In order to invoice you, we will supply you with a standard form to request your billing details. Once we have received your billing details you will be issued with an invoice for the Services, and any additional fees due in relation to Datasets above 50GB, as outlined in 7.4, and you shall pay each invoice within 30 days after the date of such invoice.

9.6

Payment is by credit card, cheque or bank transfer. We will do our best to provide the requested payment method, but for some payments we may require payment by credit card – we will inform you if this is the case. If paying by credit card, you shall provide to us valid, up-to-date and complete credit card details and any other relevant valid, up-to-date and complete contact and billing details. If you provide your credit card details to us, you hereby authorise us to bill such credit card on the effective date for the charges payable.

All amounts and fees shall be payable in US dollars, pounds sterling or Euros and are, except where agreed otherwise, non-cancellable and non-refundable. Prices for services are exclusive of any applicable VAT. VAT will be charged at the applicable rate with the invoice. You shall pay all sums due to us under this Agreement by the means of the payment specified above and without any set-off, deduction, counterclaim and/or any other withholding of monies.

## 10 FIGSHARE MAY SUSPEND OR WITHDRAW THE SITE

- 10.1 Access to <https://springernature.figshare.com/> and the Data published on it is made available by Figshare to end users free of charge. The Services we provide are an optional add on service and will be subject to the Fees (and any Additional Fees) as set out in clause 9.
- 10.2 We do not guarantee that the Site, or any Data on it, will always be available or be uninterrupted. Figshare may suspend or withdraw or restrict the availability of all or any part of the Site for business and operational reasons.
- 10.3 You are responsible for ensuring that all persons who access the Site through your internet connection are aware of these terms and conditions, other applicable policies (as incorporated into this contract in clause 4.1) and that they comply with them.

## 11 YOUR RIGHTS TO END THIS CONTRACT

- 11.1 Your rights when you end the contract for the Services will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:
- 11.1.1 If the Services you have bought are misdescribed you may have a legal right to end the contract (or have a service re-performed or to get some or all of your money back);
  - 11.1.2 If you want to end the contract because of something we have done or have told you we are going to do;
  - 11.1.3 If you have just changed your mind about the Services. You may be able to get a refund if you are within the cooling-off period (as defined in clause 11.5), but this may be subject to deductions.
- 11.2 If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any Services which have not yet been provided. The reasons are:
- a) we have told you about an upcoming change to the Services or these terms and conditions which you do not agree to;
  - b) we have told you about an error in the price or description of the Services you have ordered and you do not wish to proceed;
  - c) there is a risk that supply of the Services may be significantly delayed because of events outside our control;
  - d) we have suspended supply of the Services or Figshare have suspended access to the Site for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 10 business days; or
  - e) you have a legal right to end the contract because of something we have done wrong.
- 11.3 For most services bought online you have a legal right to change your mind within 14 days and receive a refund. These rights are under the Consumer Contracts Regulations 2013.
- 11.4 You do not have a right to change your mind in respect of:
- 11.4.1 digital products after you have started to download or stream these;
  - 11.4.2 any Services, once these have been completed, even if the Cooling-Off Period (as defined in clause 11.5) is still running this because you consented to Springer Nature Research Data Support commencing delivery of the Services on confirmation of your order.
- 11.5 For the Services, you have 14 days (after the day we email you to confirm we accept your order) to change your mind ("Cooling-Off Period"). However, once we have completed the Services you cannot change your mind, even if the Cooling-Off Period is still running. If you cancel after we have started working on the Services in line with the

consent you gave us on submission of your order, you must pay us for the Services provided up until the time you tell us that you have changed your mind.

11.6 To end the contract for Services with us, please let us know by doing one of the following:

11.6.1 **Email.** Email us at research.data AT springernature.com . Please provide your name, address, manuscript ID, details of the order (including the Research Data Support submission number) and, where available, your phone number and email address.

11.6.2 **By post.** You can write to us at the address given at the start of this contract. Please provide your name, address, manuscript ID, details of the order (including the Research Data Support submission number) and, where available, your phone number and email address.

## 12 YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE

12.1 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.

12.2 We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms and conditions.

12.3 If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at research.data AT springernature.com

## 13 HOW YOU MAY USE DATA ON THE SITE

13.1 Submission of the Data to the Site is subject to the Creative Commons 4.0 licences. For more information on the Creative Commons Licences go to <https://creativecommons.org/licenses/> Any Data you upload to our Site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your Data, but you are required to grant us and other users of our Site a limited licence to use, store and copy that Data and to distribute and make it available to third parties.

13.2 The Data uploaded to the Site must be licensed openly using one of the available licence options which include CC-BY (Creative Commons Attribution Only licence) and CC0 (Creative Commons Public Domain Dedication). The licences are provided by figshare and the availability of certain licences may be subject to change. You are responsible for selecting the appropriate licence for the Data and you agree to be bound by the terms of the selected licence. The Research Data Support Team can advise on the implications of selecting particular licences.

13.3 All Data records (metadata) on the figshare site will be published under a CC0 Public Domain Dedication.

13.4 We have the right to disclose your identity to any third party who is claiming that any paper and/or related Data posted or uploaded by you to our Site constitutes a violation of their intellectual property rights, or of their right to privacy.

13.5 You are solely responsible for securing and backing up your Data.

- 13.6 As a condition of use, you promise not to use the Service for any purpose that is prohibited by the Terms of Use. The Service is provided only for your own non-commercial use. You are responsible for all of your activity in connection with the Service. By way of example, and not as a limitation, you shall not (and shall not permit any third party to) either (a) take any action or (b) upload, download, post, submit or otherwise distribute or facilitate distribution of any Content on or through the Service that:
- 13.6.1 infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity or violates any law or contractual duty;
  - 13.6.2 you know is false, misleading, untruthful or inaccurate; is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane; constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming");
  - 13.6.3 involves commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes; or
  - 13.6.4 impersonates any person or entity, including any employee or representative of ours. Additionally, you shall not: (i) take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or its third party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; (iii) bypass any measures Company may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service); (iv) run any form of auto-responder or "spam" on the Service.
- 13.7 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.
- 13.8 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](mailto:copyrightagent@springernature.com)  
Phone: +1-212-460-0220

13.9 Please include all of the following in your notification:

13.9.1 A physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive copyright that is allegedly infringed;

13.9.2 a description of the copyrighted work you claim has been infringed;

13.9.3 a description of where the material you claim is infringing is located on the site;

13.9.4 your address, telephone number, email address and all other information reasonably sufficient to permit us to contact you;

13.9.5 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

13.9.6 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.

#### **14 DO NOT RELY ON INFORMATION ON THIS SITE**

14.1 The Data on the Site are not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the Data on the Site.

14.2 Although we make reasonable efforts to update the information on the Site, we make no representations, warranties or guarantees, whether express or implied, that the Data on the Site are accurate, complete or up to date.

#### **15 WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO**

15.1 Where the Site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

15.2 We have no control over the contents of those sites or resources.

#### **16 USER-GENERATED CONTENT IS NOT APPROVED BY US**

16.1 The Site may include information and materials uploaded by other users of the Site, including to a comments section, bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on the Site do not represent our views or values.

#### **17 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

17.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

- 17.2 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms and conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract for Services or our failing to use reasonable care and skill when delivering the Services, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the order process.
- 17.3 You agree we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## **18 INTELLECTUAL PROPERTY RIGHTS IN THE SITE**

- 18.1 All intellectual property rights in or arising out of or in connection with the Site and the Services (other than intellectual property rights in any Data provided by you) will be owned by us, Figshare or our licensors.
- 18.2 The Site is protected by copyright as collective works/or compilations pursuant to English copyright laws, international conventions and other copyright laws. You shall at all times abide by all applicable laws.

## **19 WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM**

- 19.1 We do not guarantee that the Site will be secure or free from bugs or viruses.
- 19.2 You are responsible for configuring your information technology, computer programmes and platform to access the Site. You should use your own virus protection software.
- 19.3 You must not misuse the Site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Site, the server on which the Site is stored or any server, computer or database connected to the Site. You must not attack the Site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you could commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Site will cease immediately.

## **20 RULES ABOUT LINKING TO THE SITE**

- 20.1 You must not establish a link to the Site in such a way as to suggest any form of partnership, association, approval or endorsement on our part where none exists.
- 20.2 The Site must not be framed on any other site, nor may you create a link to any part of our Site.

## **21 DATA PROTECTION**

- 21.1 By clicking the "**Submit**" button when you place your order, you consent to the terms and conditions and that your personal data is stored and processed in accordance with the Privacy Policy.

You understand that:

- 21.1.1 We are responsible for protecting personal information which we collect.

21.1.2 We may share the information you provide with companies in the Springer Nature group and with service providers (such as Figshare) we have retained to perform services on our behalf.

21.1.3 We may personalise content and experiences on the Site and applications based on the information we collect. Provided you have consented, we may send you updates about relevant information, products and services and you can opt out at any time. For more information please go to <http://www.nature.com/info/privacy.html>

## **22 ASSIGNMENT**

22.1 We may transfer our rights and obligations under these terms to another organisation.

22.2 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

22.3 This contract is between you and us. No other party shall have any rights to enforce any of its terms, except as explained in clause 4.1.2.

## **23 ENTIRE AGREEMENT**

23.1 These terms and the documents and the policies incorporated into this contract by virtue of clause 4.1 constitute the entire agreement and understanding of the parties and supersedes and extinguishes all previous drafts, agreements and understandings between them, whether oral or in writing, relating to its subject matter.

23.2 Each party acknowledges and agrees that in entering into the contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance, warranty or understanding made by or on behalf of a party (whether made innocently or negligently) which is not expressly set out in these terms.

23.3 Neither party shall have any claim for innocent or negligent misrepresentation based upon any statement, representation, assurance or warranty in these terms.

## **24 SEVERANCE**

24.1 If a court finds part of this contract illegal, the rest will continue in force. Each of the clauses of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

## **25 WAIVER**

25.1 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms and conditions, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

## **26 COMPLAINTS PROCEDURE**

26.1 If you have any questions or complaints about the Services, please contact us. You can write to us at [research.data AT springernature.com](mailto:research.data@springernature.com).

**27 WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES**

- 27.1 Please note that these terms and conditions, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction.

**EFFECTIVE DATE: 22 MARCH 2018**

**VERSION: V1.0**