

## **Terms and Conditions of Participation in the Springer Nature Author Affiliate-Program**

### **1. Scope of application**

- 1.1. Springer-Verlag GmbH, Heidelberg (a Branch of Springer-Verlag GmbH, Berlin), Tiergartenstrasse 17, D-69121 Heidelberg (hereinafter referred to as “Springer”) offers, in addition to the general affiliate program for the online shop on the website [link.springer.com](http://link.springer.com), a separate affiliate program for authors (Affiliate Program). The contracting party (hereinafter referred to as “affiliate”) is participating in the program for authors.
- 1.2. The affiliate is precluded for participating in the general affiliate program at the same time.
- 1.3. The following terms and conditions of participation govern the participation in the affiliate program (hereinafter referred to as “Participation”) exclusively. General terms and conditions of the affiliate that differ from these terms and conditions will be incorporated into the contract only if Springer has expressly accepted them.

### **2. Subject matter of the Agreement**

- 2.1. Under the affiliate program, Springer shall provide online advertising material and allow the affiliate through a commission a share in revenue generated with end customers through an item of advertising material.
- 2.2. The affiliate has no right to be provided advertising materials. Springer may in its discretion at any time modify the advertising materials that were provided and may also retract all advertising material and/or terminate the affiliate program.

### **3. Formation of the contract**

- 3.1. The registration to participate in the affiliate program must be undertaken exclusively *via* the Awin Platform ([awin.com](http://awin.com)). To that end, a registration with Awin will also be required. The contractual relationship between the affiliate and Awin will be governed by the

separate contractual terms and conditions of Awin that were accepted during the registration process.

- 3.2. To file an application, the affiliate must submit a registration form to Awin on Springer's corporate profile page. Prior to submitting a binding registration form, the affiliate may review all furnished information and make any necessary corrections. The receipt of the registration form shall be confirmed by email without undue delay. This step shall not yet constitute acceptance of the registration.
- 3.3. A contract about the Participation will not be formed until Springer has notified the affiliate *via* email that Springer has accepted the registration after having reviewed it. This email will contain information about the membership. The contract text will not be saved.
- 3.4. There is no right to Participation. Springer may specifically reject a registration if the affiliate does not satisfy the qualification requirements for affiliates as set forth in section 4. Filing a new registration is not prohibited.

#### **4. Qualification requirements and duties of the affiliate**

- 4.1. The affiliate must be the sole author or a co-author (Author) of a book which was published by a publisher that is part of the "Springer Nature" publishing groups, and which is available from the online shop at [www.link.springer.com](http://www.link.springer.com). Only publications which have been assigned an ISBN shall qualify as books. The affiliate may not participate in the general affiliate program at the same time (section 1.2).
- 4.2. The affiliate must be authorised to place advertising material on the websites that he/she has registered (hereinafter referred to as "Affiliate Websites") and to receive compensation for it.
- 4.3. The affiliate must correctly and completely provide all information that is requested in the registration process, including contact data and URLs of the affiliate websites.
- 4.4. By filing its registration, the affiliate represents that the information he/she has provided is true and correct and that he/she is complying with the Guidelines for affiliate links and affiliate websites as set forth in sections 5 and 6.

4.5. The affiliate is obligated to provide notice without undue delay regarding changes to the information provided in the registration. The foregoing will also apply if the nature of the content subject matter of an affiliate website changes.

**5. Guidelines for affiliate links**

5.1. The affiliate may only promote books in which he/she is involved as an author and which he/she has named in their user account on Awin upon their application or later.

5.2. The affiliate may deploy only such advertising material which Springer has made available under the affiliate program and which it has expressly approved and/or communicated to the affiliate (hereinafter referred to as "Advertising Material"). The promotion of other gift certificates and coupons from newsletters, print ads, etc. is prohibited.

5.3. The Advertising Material may be placed solely on the affiliate websites. The affiliate websites must comply with the Guidelines set forth in section 6.

5.4. With respect to codes that have expiration dates, the affiliate is obligated to remove them after they have expired or to expressly indicate that the code is no longer valid. Merely stating the expiration date will not suffice.

5.5. The promotion of gift certificates or coupons may not violate any legal provisions and may not be misleading. A promotion will be deemed misleading, *inter alia*, if contrary to the information on the website, no valid certificate or coupon code is shown. It is also misleading if Springer's website opens unprompted.

**6. Guidelines for affiliate websites**

6.1. Websites having the following content are prohibited:

- Erotica / pornography / sexual content
- Depictions of violence
- Drugs
- Politics
- Discriminatory statements or displays regarding race, sex, religion or nationality, physical handicap, sexual orientation or age
- Copyright infringements

- Use of trademark-protected designations as well as misspelled versions thereof
  - Other unlawful content, in particular content that is harmful to minors or that can be prosecuted
- 6.2. Affiliate websites must be structured and designed so as not to create a likelihood of confusion with the link.springer.com site. The affiliate websites must have a proper legal notice on the content provider and include a proper data protection statement.
- 6.3. Cookies may be set only if an item of Advertising Material has been visibly displayed on the Affiliate website and a website user has made a voluntary and deliberate click.
- 6.4. Users of an affiliate website must have the opportunity at any time to return to the page which they had last viewed. The browser function “back” (or “go back”, etc.) may not be deactivated.
- 6.5. When redirecting the user to a Springer website, the Springer website URL must appear in the browser address bar. The URLs, links and display texts referring to Springer.com must be clearly identified as such.
- 6.6. An affiliate website may not use any of the following tools or techniques:
- Browser add-ons
  - IFrames, Postview
  - Paid mailer, forced-click systems
  - Banner networks, toolbars
  - Web crawlers
  - Torrent traffic
  - Facebook ads/fanpages/offers containing Springer trademarks or promotion, Twitter/Facebook Offers
  - Masking/modifying of links
- 6.7. Mobile apps and Facebook apps may not be used without the express approval of Springer.
- 7. Advertisements using search engines**
- 7.1. Search engine marketing is permissible only to the extent that no prohibited material is embedded. The following is prohibited:

- Brand-Bidding, i.e. bidding on keywords, specifically on trademarked keywords such as “Springer” or “link.springer.com”
- Direct links
- Uses of a trademark or misspelled version in the display URL
- Use of a trademark or misspelled version in the display title
- Use of trademark or misspelled version in the display text
- Listing of products within Google Shopping product searches

7.2. Springer trademark policy: The brand names, Springer and Springer Nature Link Shop, may not be changed or expanded through usage. Combinations of various words containing the mark or brand, derivative words or orthographic mistakes are prohibited.

## **8. Use of Springer trademarks**

- 8.1. For the purpose of participating in the affiliate program, Springer grants the affiliate a royalty-free, non-exclusive and non-transferable licence to logos, trademarks, banners, links and other Advertising Material for the use and representation of the trademarks contained therein.
- 8.2. Trademarks such as “Springer”, “Springer Nature Link Shop” as well as other trademarks of Springer may not be changed or expanded. Combinations of various words containing the trademark, derivative words or misspelled versions are prohibited.

## **9. Other duties of the affiliate**

- 9.1. Based on the German Act on Fixed Book Prices (*Buchpreisbindungsgesetz*), end customers must not be afforded any economic benefits when concluding a contract (no bonus systems, no cash-back or refund compensation systems). The Affiliate may not pass on their commission or part of it to a third party nor commit to do so.
- 9.2. The Affiliate may not purchase a book authored by himself/herself using an item of Advertising Material if Springer gives him/her an author’s discount for this purchase.
- 9.3. The Affiliate may not purchase a book with fixed price (according to the German Fixed Book Prices Act) using an item of Advertising Material if Springer gives the Affiliate a discount for

this purchase, whatever the nature and reason of such discount (e.g. author's discount, discount for intermediaries).

- 9.4. The affiliate is obligated to comply with the applicable rules on data protection. The affiliate will not acquire any rights to use the data that accrue during the use of the Advertising Material. The affiliate may not combine any data which accrue during the use of the Advertising Material with its own data or with other data, such as data stemming from other affiliate programs, nor combine data stemming from different campaigns.
- 9.5. Advertising Material must be removed without undue delay if and when Springer asks the Affiliate to do so.

## **10. Compensation (commission) and billing**

- 10.1. Through its account with Awin, the affiliate may at any time view reports on the Advertising Material deployed by it.
- 10.2. A commission will be due if revenue generated by Springer with an end customer can be attributed to the deployment of an item of Advertising Material; i.e. if an end customer follows the affiliate link behind the Advertising Material and concludes a contract against payment in the Springer Shop. The allocation is carried out using a cookie or, if no cookie was set, then in the alternative *via* the referral IP address. The commission will be due only once and will not be divided also in case that several authors of the relevant book participate in the affiliate program.
- 10.3. The basis for calculating the commission are the net proceeds that were in fact paid by the end customer and retained by Springer; i.e. less any unpaid purchases or any refunds for product returns.
- 10.4. The amount of the commissions is determined under rules set by Springer and published at <https://www.springernature.com/gp/partners/affiliates/authors>. Springer is entitled to modify these rules at any time.
- 10.5. If the affiliate has violated the guidelines for affiliate links or affiliate websites or has otherwise deployed prohibited material, then he/she will forfeit their right to a commission. In particular, a commission will be due only if the relevant revenue was generated with a book authored and registered by the affiliate (section 5.1.).

10.6. The billing and settlement are carried out monthly through Awin. The pay-out will be executed and administered through Awin.

**11. Term of contract and termination**

The contract has been concluded for an indefinite period of time. It may be terminated by both parties at any time.

**12. Final provisions**

The contract regarding the Participation is governed by German law. Any modifications of the contract must be in writing to be binding. The foregoing also applies to the rescission of the written form requirement.