Nature Terms and Conditions

These Terms and Conditions ("Terms") apply to the Nature.com website and all other websites operated by Nature Publishing Group (the "Site") including, by way of example only, Nature Network, Nature Precedings, Nature Protocols, Commotea and Scintilla, but excluding Nature Education where different terms are posted. They apply regardless of the means of delivery of the Site to you.

The Community Guidelines, Legal Notice and Privacy Policy are also incorporated here by reference.

Thank you for visiting the Site. In consideration of us making the Site and its functionality available for your use, you accept and agree to be bound by these Terms. If you do not accept these Terms, do not use the Site. We may change these Terms from time to time, so you should review them each time that you visit the Site. You should print a copy of these Terms for future reference.

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1. About us

   1. The Site is operated by Nature Publishing Group, a division of Macmillan Publishers Limited, a company registered in England under company number 00785998 with a registered office at Brunel Road, Houndmills, Basingstoke, Hampshire, RG21 6XS, United Kingdom ("we", "us", "our"). Our VAT number is GB199440621. You can contact us using the following email address: feedback@nature.com

2. Using the Site

   1. Users, whether or not registered, must be over 13 years of age. If you are under 16, you must first obtain the consent of your parent or guardian to use or register with the Site.
   2. You may view (and, where applicable, listen to) the content and applications available on the Site for your private non-commercial use. You may occasionally print individual webpages on the Site for your private non-commercial use, provided that such printing is not substantial or systematic and our trade marks, and copyright and trade mark notices, are not removed.
   3. Registered users may customise some of the Site's features to create personalised areas of the Site for their own non-commercial use. Users must not otherwise alter, adapt or reverse engineer any part of the Site.
   4. Unless otherwise stated in these Terms, you must not (whether directly or indirectly) (a) distribute, transmit, syndicate, sell or offer to sell or otherwise make available all or any part of the Site or any...
content, files, feeds or data from the Site, whether publically available or not; or (b) copy, download, or store any content, files, feeds or data from the 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 or where you are able to show “fair dealing” with it, in each case in accordance with the Copyright, Designs and Patents Act 1988.

5. You may only play video or audio files using the media player on the Site or on the website of one of our licensees who is displaying such material with our authorisation. If you would like a friend to read a story, use an application, or watch or listen to a video or audio file on the Site, please use the 'Send to a Friend' facilities 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 giving us their details.

6. 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.

7. Users should be aware that content and applications may be removed from the Site with or without notice at any time and reliance on their continued availability is at the user’s risk.

8. Users, whether or not registered, must not abuse our Report this Comment facility e.g. by making malicious reports.

9. To seek permission to do anything prohibited by or not contained in these Terms, or which requires our prior consent or agreement, you can contact us by emailing: permissions@nature.com.

3. Linking to the Site

1. You may establish a link to the Site, provided that:
   a. the link is not detrimental to and/or does not take unfair advantage of our reputation or business;
   b. the link does not falsely suggest that we endorse, approve of or are associated with your website or any of its contents; and
   c. framing is not allowed and you must not provide access to the Site or part of it under any other URL (e.g. by domain forwarding, URL re-direction or similar).

4. Registration

1. Only one registration per person is allowed. You must keep your registration information up to date.
2. You must choose a personal email address which gives you frequent access to emails sent to that address, as we need to be able to contact you. You must keep your password confidential.
3. You must not:
   a. impersonate or try to impersonate another person;
   b. disclose your password to anyone else;
   c. allow anyone else use to your account;
   d. use anyone else's account.
4. You are responsible for everything done using your account, even if someone else is using your registration details without your knowledge. If you think that someone else may have access to, or be using, your password or account, you must tell us as soon as possible by emailing feedback@nature.com
5. Once you register with one of our sites, you may be able to use your username and password to log into our other sites operated by Nature Publishing Group. If so, these Terms apply to those other sites unless otherwise stated. You should read the terms available on our other sites to check in any event.

5. Applications and developer activities

1. We welcome submission of widgets and other applications relevant to the research community developed by registered users for use by all users of the "Workbench" feature of the Site.
2. By submitting any application to us you authorise us to treat such applications as comprising part of 
Your Content as defined at clause 6 below, and subject to the same terms.
3. In addition to those Terms applying to Your Content, your applications must not:
   a. breach the terms of any software or content licence used in the development of the 
      application;
   b. facilitate or engage in advertising or marketing activities including any requests for 
      donations or financial support, unless otherwise agreed;
   c. imply or suggest that we endorse, approve of or are associated with the application or any of 
      its contents, unless otherwise agreed;
   d. require the installation of any other application or software in order to function;
   e. require users to bookmark any sites;
   f. be used to send out spam, junk mail or issue mass invitations;
   g. be used to harvest, collect, solicit or otherwise obtain access to usernames, passwords, 
      authentication information or any other personal information of Site users;
   h. allow any third party to access or share elements of the Site, which are available to registered 
      users only, without our prior written consent; or
   i. interfere with the proper working of the Site.
4. Applications may be subject to our approval and acceptance. We reserve to right to reject or delete 
applications at our discretion.
5. You must not attempt to remove, undermine, circumvent or alter any applications without our prior 
consent.
6. You will be solely responsible for providing support and information to users of your application. We 
will direct our own and user requests for information and/or materials related to your applications 
to you. You agree to cooperate with any such requests.
7. You will be solely responsible for payment of any royalties or other fees arising from the presence of 
Third Party Content in your application.

6. Your content – what we are allowed to do

1. We may publish, check, edit or remove all or part of the comments, posts, applications, any of your 
User generated content or other material, including your name, town and country, which you submit 
to us ('Your Content'), at our sole discretion. We are not obliged to do any of these things and we may 
not.
2. Except as otherwise specified in Section 12(4), you retain any copyright you may have in Your 
Content. By submitting Your Content to us, you grant us a royalty-free, perpetual, irrevocable, non-
exclusive worldwide licence to use, copy, edit, adapt, publish, translate, sub-license, create derivative 
works from, make available, communicate and distribute Your Content (in whole or part) and/or to 
incorporate it in other works in any form, media, or technology now known or later developed. By 
submitting Your Content, you warrant that you have the right to grant this licence. To the extent 
permitted by law, you waive your moral rights (e.g. the right to be identified as author or to object to 
derogatory treatment) in Your Content.
3. This clause 6 means, for example (without limitation), that we can:
   ■ 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;
   ■ Remove Your Content, even if you have not breached these Terms or our Community 
     Guidelines;
   ■ Use all or part of Your Content in promoting our products and services (e.g. we may use a 
     screenshot including your comments or applications in our advertising);
   ■ Reproduce your trade marks, trade names, service marks, logos, domain names or other 
     identifying signs or images;
   ■ Publish and/or distribute widgets and applications similar to yours and bearing our or 
     another user's branding or logo without incurring any liability to you;
7. Your content - what you are not allowed to do

1. You must not submit any material to the Site which;
   a. is inappropriate. Material will be considered in appropriate if that material is:
      i. defamatory, abusive, malicious, threatening, false, misleading, offensive,
         discriminatory, harassing, blasphemous, racist or sexist;
      ii. contains taunts, rudeness, insults, name-calling, indecent suggestions, profanity;
      iii. quotes others of out context to create misleading or negative impressions;
      iv. is indecent, obscene or of a sexual nature;
      v. is a breach of confidentiality or someone's privacy;
   b. could prejudice any active legal proceedings of which you are aware;
   c. is not in the English language
   d. contains accusations of impropriety or personal criticism of NPG staff;
   e. is likely to:
      i. cause someone alarm, anxiety or distress;
      ii. incite others to breach civil behavior;
      iii. encourage violence or racial or religious hatred;
   f. infringes any intellectual property rights, such as copyright and trade marks. This means
gen generally that you must own the rights in everything you submit or must obtain permission
from the rights owner to submit the material;
   g. is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan
horses, worms, harmful components, corrupted data or other malicious software, harmful
data or conduct);
   h. offers, advertises or promotes any product or services or makes any requests for donations or
financial support;
   i. constitutes spam or junk content;
   j. impersonates anyone else or otherwise misrepresents your identity, affiliation or status;
   k. is, encourages or teaches conduct that is a criminal offence, gives rise to civil liability, or is
otherwise unlawful; or
   l. is in breach of these Terms, our Privacy Policy, and/or Community Guidelines.

2. You may only include links on the Site to any third party websites or webpages if:
   a. the content of or linking to such websites or webpages does not breach any of the prohibitions
in clause 7.1 above;
   b. the terms of use of such websites or webpages allows such linking;
   c. links are clearly and visibly marked as such;
   d. the content of any linked website is relevant and clearly related to the Content to which it is
linked; and
   e. the link will not result in any automatic download.

3. You must not attempt to avoid or undermine any protections we put in place for the security and
operation of the Site.

4. Unless you have our express permission to do so, you must not re-submit content or applications
which you are aware have been removed.

8. Suspending or terminating your registration

1. We may suspend, terminate or prevent your registration at our sole discretion. This may be because,
   for example, we consider that you have breached or will breach these Terms, our Privacy Policy or
   our Community Guidelines or someone has reported abuse. However, we are not obliged to do
these things. It is our policy to terminate the registration of anyone who repeatedly infringes the rights of any third party.

2. Where we suspend, terminate or prevent your registration, you must not attempt to re-register or submit content or applications (e.g. using someone else’s registration), without our permission. The period of any suspension depends on all the circumstances.

3. Where we suspend, terminate or prevent your registration we may continue to publish Your Content and host applications.

9. Third party content and links available on the Site

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

2. Where the Site and/or applications contain links to other sites and resources, which are provided by third parties, these links and resources 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 sites or resources. You should read any user terms and privacy policies and the like on third party sites, as they are likely to differ from ours.

If you see something which you reasonably believe breaches these Terms or our Community Guidelines, please use the relevant 'Report this Comment' facility. If there is no facility available, please contact us on feedback@nature.com.

10. Infringement of Intellectual Property Rights

If you think your work has been copied in a manner that constitutes copyright infringement, you may either use the 'Report this Comment' facility or notify our copyright agent, who can be reached at:

Macmillan Publishers Limited
4-6 Crinan Street
Kings Cross
London, N1 9XW
England
Attention: Legal Department
E-Mail: feedback@nature.com

Please include all of the following information in your notification:

1. a physical or electronic signature of the person authorised to act on behalf of the owner of the exclusive copyright that is allegedly infringed;
2. a description of the copyrighted work that 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 authorised 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 authorised to act on behalf of the owner of any exclusive right that is allegedly infringed.

11. Your personal information

1. We will use your personal information in accordance with our privacy policy, which forms part of these Terms. Please read our Privacy Policy now.
12. Corporate and individual subscriptions and manuscript submissions

1. Your organisation may have a corporate subscription permitting you as an authorised user to access additional content on the Site.
2. Alternatively, you may have an individual subscription permitting you to access additional content on the Site.
3. If you benefit from a corporate or individual subscription, the relevant subscription terms will govern your access to and use of that additional content (it may, for instance, give you wider rights to print and copy that additional content). These Terms, however, will still apply to any other content on, and to any content that you submit to, the Site.
4. If you wish to submit to us a manuscript or other contribution for review and/or potential publication in one of our journals, and we determine in our sole discretion to publish your submission, you will be asked to complete a licence to publish or copyright assignment agreement which will govern the publication by us of your manuscript or other contribution in the relevant journal. These Terms, however, will still apply to other content that you submit to the Site.

13. Our liability

1. The information contained on the Site is for information purposes only and does not constitute advice. You should check any information on the Site and use your own judgment before doing or not doing anything on the basis of what you see. We make no representations or warranties with respect to the Site or its contents. All warranties, express or implied, including without limitation the implied warranties of satisfactory quality and fitness for purpose relating to the Site and/or its content and/or any web site to which it is linked are hereby to the fullest extent permitted by law excluded. No representations or warranties are given as to the accuracy or completeness of the information provided on the Site, or any web site to which it is linked.
2. Except for liability for fraudulent misrepresentation or deliberate breach of these Terms by us, we are not liable for:
   a. any action you may take as a result of relying on any information provided on the Site or for any loss or damage suffered by you as a result of you taking this action;
   b. any dealings you have with third parties (e.g. other users, advertisers or promoters) that take place using or facilitated by the Site;
   c. any liability for losses which are not a foreseeable or likely consequence of (i) your use of the Site, or (ii) a breach of these Terms;
   d. any business loss connected with your trade, business or profession.
3. Without prejudice to the generality of the exclusions of liability contained in both this clause 13 and in the Legal Notice, we are not responsible if you cannot access the Site properly or at all or if some of its features are unavailable to you because of any event outside our control, for example (without limitation) the performance of your or our ISP, your browser or the Internet or limitations in the capability of your accessing device.
4. Further we shall have no liability to you for any loss or inconvenience suffered from the unavailability or withdrawal of content and/or applications from the Site. We may withdraw content and/or applications from the Site at any time at our discretion with or without notice to users.
5. While we require that application developers adhere to these Terms, the Community Guidelines and our Privacy Policy, we are not responsible for ensuring continued compliance. Installation and/or use of any application is at the user’s risk.
6. The Site relies in part on software to work. Software has bugs. Whilst we will monitor the Site and try to fix bugs, we cannot guarantee that the Site or any individual feature of the Site will be error free, available all the time and/or free from viruses.
7. However, nothing in these Terms will affect any liability we may have for death or personal injury arising from our negligence or any other liability which cannot be excluded or limited by law.
14. **Maintenance of the Site**

1. Making your use of the Site enjoyable means we need to fix bugs, install updates and do general diagnosis and maintenance of the Site which may make the Site less accessible or available for your use during those times.

2. We also need to be able to do emergency maintenance and/or suspend access to the servers where, in our reasonable discretion, we see the need to do that. We will try to have the Site available again as soon as we think it is safe to do so.

15. **Validity of these Terms**

1. If any part or provision of these Terms is found to be unlawful or unenforceable, this shall not affect the validity of any other part or provision.

16. **Jurisdiction and applicable law**

1. These Terms are governed by English law. The English courts shall have exclusive jurisdiction over any dispute relating to these Terms.