

# UMOWA SUBSKRYPCYJNA SPRINGER NATURE 2026

## wyciąg zasad korzystania z licencji

---

### General Terms and Conditions for Electronic Products

These General Terms and Conditions are part of and incorporated into the Subscription Agreement by and between Springer ("Publisher") and Customer.

#### 1. Definitions

1.1. "Affiliate" means a party controlling, controlled by, or under common control with another party, where "control" means the direct or indirect ownership of at least fifty percent (50%) of the stock or other equity interest of a party.

1.2. "Access Only" means that Subscriber's access to the specified Content is limited to the Term only.

1.3. "Archive Content" means Content which is licensed under a Product Term in which the Term begins at the Commencement Date and continues, without an end date, subject to all terms and conditions of this Subscription Agreement.

1.4. "Authorized Users" means Subscriber's full- and part-time faculty members, students, staff, researchers, contractors (provided that use by a contractor of Subscriber is authorized solely to the extent it is for the benefit of Subscriber, and not for the benefit of the contractor or any third party), and authorized walk-in users.

1.5. "Commencement Date" means the first day of the Term, as set out in individual Product Terms with respect to the Content identified in such Product Terms.

1.6. "Content" means the journals, books, archives, databases and all other materials identified in the Product Terms and which are

licensed to Subscriber under this Subscription Agreement.

1.7. "Continuing Access" means Subscriber's continuing access to the Content after the Term, which is unlimited in time, but subject always to all provisions of this Subscription Agreement, excluding, however, the obligation to pay Subscription Fees.

1.8. "Customer" means the party identified as "Customer" in Attachment 1 of the Subscription Details.

1.9. "Subscriber" means each of the parties identified as "Subscriber" in Attachment 1 of the Subscription Details.

1.10. "Publisher" means Springer Nature Customer Service Center GmbH, acting on its own behalf and/or on behalf of certain of its Affiliates.

1.11. "Platforms" means Publisher's websites and other content delivery systems used by Subscriber and Authorized Users to access Publisher's content pursuant to this Subscription Agreement.

1.12. "Product" means the specific category of Content identified in individual Product Terms.

1.13. "Product Terms" mean the terms and conditions applicable to specific categories of Content.

1.14. "Term" means the effective period of this Subscription Agreement for an individual

Product, as set forth in the Product Terms, including any renewal term.

## **2. Grant and Scope of Subscription**

2.1. Subject to Subscriber's compliance with the Subscription Agreement, and except as otherwise stated herein, Publisher hereby grants Subscriber a non-exclusive, revocable and non-transferrable license to:

2.1.1. permit Authorized Users to access the Content for the duration and in the manner set forth in the Subscription Agreement;

2.1.2. incorporate links on Subscriber's intranet websites to the Content in full text format on the Platforms;

2.1.3. transmit to a non-commercial library single articles, book chapters or portions thereof only for personal educational, scientific, or research purposes ("Interlibrary Loans"). Such transmission shall be reviewed and fulfilled by Subscriber's staff, and shall be made by hand, post, fax or through any secure document transmission software, so long as, in the case of any electronic transmission, the electronic file retains the relevant copyright notice. The right set out in this clause does not extend to centralized ordering facilities, such as document delivery systems, nor the distribution of copies in such quantities as to substitute for a subscription or purchase of the distributed Content.

2.2. Authorized Users may solely for their personal educational, scientific, or research purposes:

2.2.1. access (including by remote access, with the exception of walk-in-users), browse, view, collate, display, search and retrieve the Content,

2.2.2. download, store on a hard drive or removable media drive, print and copy in paper and digital form single articles, eBooks and portions thereof, individual database outputs,

graphs, reports, or other individual items of the Content,

2.2.3. use single articles, eBooks and portions thereof, individual database outputs, graphs, reports or other individual items of the Content for the preparation of academic course materials with all rights notices duly presented.

2.2.4. use the Springer Nature SharedIt functionality when available, or other means when necessary, to transmit single articles, chapters or other individual items of Content to third-party members of the Authorized Users' research group(s) for personal, scholarly, educational, or research use, but in no case for commercial purposes, nor in any manner that would serve as a replacement for a subscription to the Content.

## **3. Prohibited Uses**

3.1. Neither Subscriber nor Authorized Users shall:

3.1.1. remove, obscure or alter any copyright or other notices, trademarks, logos, service marks or any other proprietary rights appearing in or on the Content,

3.1.2. except as permitted by applicable law or this Subscription Agreement, update, change, revise, adapt, modify, translate, transform or create any derivative work of the Content,

3.1.3. except as permitted by Section 2 or by applicable law or this Subscription Agreement, re-distribute, reproduce, or transmit the Content by any means including electronic (e.g., via e-mail, FTP) nor post it on personal or public websites or on public networks,

3.1.4. systematically download any Content to its own or any third-party server, use routines designed to continuously and automatically search and index the Content (full text and meta data), such as web-crawling or spider programs or engage in any activity likely to burden the Platforms, except as expressly allowed in the Subscription Agreement,

3.1.5. directly or indirectly use or assist any third party to use the Content for any commercial or monetary purposes including without limitation any sale, resale, loan, transfer or upload of the Content to a commercial entity's internet website, or otherwise charge a fee for access; or

3.1.6. use the Content (or any part thereof) in connection with generative artificial intelligence systems, including, without limitation, to develop, train, program, improve, and/or enrich any such system, or permit any third party to do any of the foregoing.

3.1.7. otherwise use the Content in a manner that would infringe the copyright or other proprietary rights contained therein.

**4. Not applicable**

**5. Rights and Obligations of Subscriber**

5.1. Subscriber shall at all times implement reasonable measures to (a) restrict access and use of the Content to Authorized Users as permitted under this Subscription Agreement, (b) maintain the security and integrity of the Content accessible on or through Subscriber's

network, and (c) ensure that all Authorized Users are notified of and comply with the usage restrictions set forth in this Subscription Agreement. Subscriber shall terminate access for any individual who ceases to be an Authorized User for any reason. In the event that Publisher's performance of its obligations under this Subscription Agreement requires that Publisher receive or otherwise process any personal data of Authorized Users, then Subscriber shall obtain, if applicable, all necessary approvals and consent from Authorized Users for transfers of personal data to Publisher.

5.2. Subscriber shall promptly inform Publisher of any breaches in security in Subscriber's network or its accounts which may result in unauthorized access to the Content.

5.3. If Subscriber becomes aware of any unauthorized use of the Content by an Authorized User or third party, Subscriber shall immediately inform Publisher and shall take appropriate steps to ensure that such activity ceases and to prevent its recurrence, including, but not limited to, terminating access of any Authorized User accessing or using the Content in violation of this Subscription Agreement.

-----