Global Trade Alert

Data — Terms of Use

Version: 1 January 2026

PREAMBLE

This Agreement is between the St.Gallen Endowment for Prosperity through Trade ("Licensor" or "SGEPT"), and the subscriber ("Subscriber"). The Licensor operates the Global Trade Alert (GTA) and grants access to GTA data under the following terms. These Terms of Use govern the Licensed Data regardless of the delivery channel through which the Subscriber accesses it (API, Dashboard, or direct data delivery).

Capitalised terms not defined herein have the meaning given in the Service Contract.

1. DEFINITIONS

- '**Subscription**' means the service level and access rights granted to the Subscriber under this Agreement.
- '**Licensed Data**' means the GTA database, including any data feature add-ons and contextual data packs selected in the Service Contract, and any updates provided during the subscription period.
- '**Authorised Users**' means individuals explicitly permitted to access the Licensed Data under the applicable subscription type.
- '**Derivative Works**' means analyses, reports, visualisations or other materials created using the Licensed Data.
- '**NIPO Data**' means the stated motive data from the New Industrial Policy Observatory, available as a data feature add-on.
- '**Contextual Data**' means third-party statistical datasets (e.g. USITC import flows, Eurostat import flows) available as contextual data packs.
- '**Service Contract**' means the agreement between the Licensor and the Subscriber that governs the specific commercial terms, including fees, duration, scope of services, and other relevant provisions.
- '**Agreement Documents**' means the Service Contract, these Terms of Use, and all applicable channel-specific Terms of Use and Service Level Agreements, as listed in the Service Contract.

2. NATURE OF SERVICE

2.1 Intelligence Service

The GTA is a trade and industrial policy intelligence service. SGEPT monitors, documents, and analyses government policy interventions from publicly available sources worldwide. The data is designed to inform and support the Subscriber's own decision-making processes, not to replace them.

2.2 What the Service Is Not

The Licensed Data does not constitute, and shall not be construed as providing:

- Legal, regulatory, or compliance advice of any kind.
- Customs brokerage, tariff classification, or duty calculation services.

- Freight forwarding, logistics, or supply chain management services.
- Tax, accounting, or financial advisory services.
- A substitute for professional advice from qualified customs brokers, trade lawyers, compliance officers, or other relevant specialists.

2.3 No Reliance

The Subscriber acknowledges and agrees that:

- The Licensed Data is for informational and analytical purposes only.
- The Subscriber shall not rely solely on the Licensed Data as the basis for any trade, customs, regulatory, procurement, or other business decision.
- The Subscriber is solely responsible for independently verifying any information obtained through the Licensed Data with qualified professionals before taking action.
- No output derived from the Licensed Data constitutes a definitive or authoritative statement of the law, regulation, or policy of any jurisdiction.
- SGEPT shall bear no responsibility or liability for any decision made or action taken by the Subscriber or any Authorised User in reliance on the Licensed Data, regardless of whether such decision or action is consistent with the information presented.

2.4 Data Source Limitations

The Subscriber expressly acknowledges the following inherent limitations of the Licensed Data:

- **Government sources:** The Licensed Data is compiled from official government publications, gazettes, regulatory notices, and related public sources. These sources are frequently ambiguous, inconsistent between jurisdictions, subject to change without notice, and in some cases unavailable, redacted, or published only in local languages.
- **Interpretation and judgment:** Documenting government policy measures requires analytical judgment. Reasonable experts may disagree on the classification, scope, or impact of a given measure. SGEPT applies consistent methodology but cannot guarantee that its interpretation matches any particular authority's interpretation.
- **Completeness:** No policy intelligence service can guarantee comprehensive real-time coverage of all government actions worldwide. Some measures may be undocumented, delayed in publication, implemented through informal channels, or otherwise not captured by SGEPT's monitoring processes.
- **Timeliness:** There is necessarily a lag between a government's announcement or implementation of a policy measure and its documentation in the GTA database. Measures may also be amended or revoked between documentation and the Subscriber's access.
- **Accuracy of official sources:** SGEPT documents what governments announce. If an official source contains an error, that error may be reflected in the Licensed Data. SGEPT's error-correction obligation under Section 10(e) is limited to errors directly attributable to SGEPT's own processing, not errors in source data.

SGEPT

3. INTELLECTUAL PROPERTY

The Licensor retains all right, title, and interest in and to the Licensed Data, including all related intellectual property rights. The licence granted under this Agreement allows the Subscriber non-exclusive, non-transferable access to use the Licensed Data for the term of this Agreement, solely for the Subscriber's permitted purposes as defined by their subscription type. No rights are granted to the Subscriber with respect to the Licensed Data or any part thereof other than those rights expressly provided in this Agreement.

The Subscriber acknowledges that:

- No ownership rights in the Licensed Data or related intellectual property are transferred by this Agreement.
- The structure, organisation and content of the Licensed Data are valuable trade secrets of the Licensor.
- The Subscriber is prohibited from removing or altering any intellectual property notices or other identification marks contained within the Licensed Data.

4. LICENCE GRANT AND USAGE RIGHTS

4.1 Grant

The Licensor grants the Subscriber a non-exclusive, non-transferable licence to access and use the Licensed Data according to their subscription type. Access is strictly limited to the duration of the subscription and is subject to renewal.

4.2 Permitted Uses

All Subscribers may:

- Create summaries, aggregates and visualisations from the Licensed Data.
- Use findings and analyses in communications or projects with appropriate attribution.
- Store and process the data for internal use.
- Use the Licensed Data for commercial purposes and client-facing projects with appropriate attribution.

4.3 Restrictions

No Subscriber may, except as expressly permitted under the Service Contract (including any affiliate access rights granted therein):

- Share unprocessed data in whole or in part outside the Subscriber's organisation. For the avoidance of doubt, where the Service Contract grants access rights to the Subscriber's affiliates, such affiliates are considered part of the Subscriber's organisation for the purposes of this restriction.
- Redistribute the Licensed Data, in whole or in part, to third parties as a standalone dataset or as part of a competing product.
- Create a derivative database that substantially replicates the Licensed Data.

5. ATTRIBUTION REQUIREMENTS

All uses of Licensed Data in publications, presentations or other communications must include appropriate attribution. Standard format: "Source: Global Trade Alert, [Month Year]".

Additional attribution requirements specified in the Service Contract (including logo usage) supplement this section.

6. DATA UPDATES AND ACCESS

The Licensor shall provide continuous updates to the Licensed Data as new entries are published in the GTA database. The method and frequency of delivery depend on the delivery channel selected in the Service Contract. The format of delivery may change over time; Subscribers will be notified of any such changes in advance.

7. DATA SECURITY

The Subscriber shall:

- Implement reasonable security measures to protect the Licensed Data and access credentials.
- Maintain a current list of Authorised Users.
- Promptly report any security incidents to the Licensor.
- Not share access credentials or data files with unauthorised parties.

8. COMPLIANCE

The Licensor maintains the right to conduct compliance audits of the Subscriber's use of Licensed Data upon providing reasonable notice. On reasonable notice, not to exceed more than once per calendar year, Licensor may require Subscriber to furnish a self-attestation accompanied by a usage report generated from Subscriber's systems or such other documentation necessary to verify that Subscriber's use is in compliance with usage policies.

Licensor shall comply with all applicable laws as they concern this Agreement or the subject matter hereof.

9. NIPO-SPECIFIC PROVISIONS

This Section applies only to Subscribers who have selected the NIPO Stated Motives add-on in their Service Contract. Standalone NIPO purchases (e.g. direct online subscriptions for periodic XLSX delivery) are governed by the separate NIPO Data Access — Terms of Use and are not subject to these Agreement Documents.

9.1 NIPO Data Scope

The NIPO Data provides the officially stated government motive for documented policy interventions. Stated motives include: national security, resilience, strategic competitiveness, geopolitical concern, climate change mitigation, and digital transformation. NIPO Data draws from interventions across all policy packages to which the Subscriber has access.

9.2 NIPO Delivery

NIPO Data is delivered via the same delivery channels as the core Licensed Data (API, Dashboard, or direct delivery as selected in the Service Contract). Where NIPO Data is delivered via direct file transfer, SGEPT shall provide monthly updates via secure file transfer or equivalent solution.

9.3 NIPO Attribution

In addition to the standard attribution requirements in Section 5, uses of NIPO Data must include the following attribution: "Source: New Industrial Policy Observatory by Global Trade Alert, [Month Year]".

9.4 NIPO Seat Limit

Access to NIPO Data is limited to a maximum of ten (10) seats within the Subscriber's organisation, unless otherwise agreed in writing by the Licensor.

10. THIRD-PARTY STATISTICAL DATA PROVISIONS

This Section applies only when one or more Contextual Data Packs are selected in the Service Contract.

10.1 Data Source and Attribution

Contextual Data is sourced from official government statistical agencies (USITC, Eurostat, or others as identified in the Service Contract). The Subscriber acknowledges that this data originates from third-party sources and is provided by SGEPT as a convenience. The Subscriber shall include attribution to the original source agency in any public-facing use.

10.2 Third-Party Data Disclaimer

Contextual Data is provided "as-is" based on the data published by the relevant statistical agency. SGEPT does not independently verify the accuracy of government trade statistics and makes no warranty regarding their completeness, accuracy, or timeliness beyond what is published by the source agency. Revisions, corrections, or restatements by the source agency will be reflected in subsequent updates.

10.3 Update Frequency

Contextual Data is updated on a monthly basis, subject to the publication schedule of the source agency.

11. LICENSOR WARRANTIES

Licensor represents and warrants to Subscriber that, on the Effective Date and throughout the Term:

- Licensor owns or has obtained, to the best of its knowledge and belief, all rights necessary to license the Licensed Data to Subscriber for the purposes set out in this Agreement.
- To Licensor's knowledge, after reasonable inquiry, the Licensed Data as delivered to Subscriber and the service platforms do not infringe any third-party copyright, database right, or trade secret.

- Licensor has not knowingly introduced viruses, time-bombs, or other malicious code intended to harm Subscriber's systems into the service or Licensed Data as delivered.
- The services will, using commercially reasonable efforts, perform in substantial conformance with any material specifications expressly set forth in the applicable Service Contract.
- If Subscriber notifies Licensor in writing of a material factual error in the Licensed Data directly attributable to Licensor's processing (and not an error inherent in the source data), Licensor will use commercially reasonable efforts to investigate and, where the error is verified by Licensor, will correct such error or publish a clarification as soon as reasonably practicable.

Except for the express warranties set out above, Licensor gives no other warranties in respect of the Licensed Data or the services, whether express, implied, or statutory. Subscriber's remedies for a breach of warranty (d) include, at Subscriber's option and Licensor's expense, Licensor to re-perform the deficient service or to provide a credit or refund for the period of non-conformance.

12. WARRANTY DISCLAIMER

Subscriber acknowledges that the Licensed Data is compiled from numerous public and third-party sources globally and reflects the "messy reality" of international trade. As such, the Licensed Data may contain inaccuracies, errors, omissions, or delays inherent in such sources and compilation processes. Except for the limited express warranties set forth in Section 11, the Licensed Data and the services are provided "as is" and "as available." Licensor disclaims all other warranties of any kind, whether express, implied, or statutory, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, accuracy, completeness, timeliness, non-infringement (other than as expressly warranted in Section 11(b)), or uninterrupted or error-free availability or operation. Subscriber agrees that its use of the Licensed Data and services is at its sole risk and responsibility for any decisions or actions taken based thereon.

13. ASSUMPTION OF RISK

The Subscriber assumes full responsibility for all decisions made and actions taken based on the Licensed Data. Without limiting the generality of the foregoing, the Subscriber agrees that SGEPT shall not be liable for any loss, damage, cost, or expense (whether direct, indirect, consequential, or otherwise) arising from or related to:

- The Subscriber's reliance on the Licensed Data as a sole or primary basis for any business, trade, customs, regulatory, or procurement decision.
- Any inaccuracy, omission, or delay in the Licensed Data that originates from government or other third-party sources.
- Any discrepancy between the data's presentation of a policy measure and the actual legal or regulatory position in any jurisdiction.
- The Subscriber's failure to independently verify information obtained through the Licensed Data with qualified professionals.

This Section is in addition to, and does not limit, the limitation of liability provisions in Section 14.

14. LIMITATION OF LIABILITY

14.1 Exclusion of Certain Damages

To the maximum extent permitted by applicable law, neither party shall be liable to the other party or any third party for any loss of profits, loss of revenue, loss of business or opportunity, or any indirect, special, incidental, consequential, exemplary, or punitive damages arising out of or related to this Agreement, whether based on warranty, contract, tort (including negligence), statute, or any other legal theory, even if such party has been advised of the possibility of such damages.

14.2 Aggregate Liability Cap

Each party's total aggregate liability for all claims, damages, and losses arising out of or related to this Agreement and all other Agreement Documents collectively shall not exceed the amount specified in the Service Contract (Section 8 thereof). The cap set forth in the Service Contract applies to the aggregate of all claims under all Agreement Documents, not to each document separately. If the Service Contract does not specify a cap, each party's liability shall not exceed 1x the annual fee.

14.3 Exceptions to Limitations

The limitations and exclusions of liability set forth in this Section shall not apply to:

- Either party's liability for fraud, gross negligence, wilful misconduct, or violation of law.
- Either party's liability for death or personal injury caused by its negligence (to the extent such exclusion is prohibited by applicable law).
- Subscriber's payment obligations for fees due under the applicable Service Contract.
- Losses arising from Licensor's unauthorised suspension or termination of services in breach of the terms hereunder and/or the Service Contract.
- Either party's breach of its confidentiality obligations (if any are separately agreed in writing or detailed in the Service Contract).

15. INDEMNIFICATION

Licensor shall indemnify, defend, and hold harmless Subscriber, its Affiliates, and their respective officers, directors, and employees ("Subscriber Indemnified Parties") from and against any third-party claim, suit, or proceeding to the extent arising directly from: (i) a breach by Licensor of its express warranties in Section 11(b) or 11(c); or (ii) Licensor's gross negligence or wilful misconduct in its provision of the services.

Subscriber shall indemnify, defend, and hold harmless Licensor, its Affiliates, and their respective officers, directors, and employees ("Licensor Indemnified Parties") from and against any third-party claim, suit, or proceeding to the extent arising directly from: (i) a breach by Subscriber of the licence scope restrictions in Section 4 or its obligations under Section 7 (Data Security); or (ii) Subscriber's gross negligence or wilful misconduct in its use of the Licensed Data.

Neither party is obliged to indemnify the other to the extent the claim results from: (i) combination of the Licensed Data with data, software, or systems not supplied or approved in writing by the Indemnifying Party, if the claim would not have arisen but for such combination; (ii) use of the Licensed Data other than as expressly permitted hereunder; or (iii) the Indemnified Party's own material breach of this Agreement, negligence, or wilful misconduct.

The Indemnified Party must: (i) give prompt written notice of the claim to the Indemnifying Party; (ii) grant the Indemnifying Party sole control of the defence and settlement (provided the Indemnifying Party may not settle in a manner that admits fault or imposes an unreimbursed obligation without prior written consent); and (iii) provide all reasonable assistance, at the Indemnifying Party's expense.

16. FORCE MAJEURE

Neither party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by acts of God, flood, fire, earthquake, or explosion; war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; embargoes or blockades; national or regional emergency or government shutdown; or national or regional shortage of adequate power, telecommunications, or transportation (each a "Force Majeure Event"), provided that: (i) such event is outside the reasonable control of the affected party; (ii) the affected party provides prompt notice stating the expected duration; and (iii) the affected party uses diligent efforts to end the failure or delay and minimise its effects.

17. TERM AND TERMINATION

- Either party may terminate this Agreement in the event the other party breaches any provision and fails to cure within thirty (30) days after receipt of written notice.
- In the event of a material breach, either party may terminate with immediate effect.
- The Subscriber shall, upon termination, immediately cease all use of the Licensed Data and provide written certification of its deletion.
- Upon termination for reasons other than breach by the Subscriber, the Licensor shall provide a pro-rata refund of any fees paid for the unused portion of the subscription period.
- Subscribers may appeal termination decisions within 10 business days of notice.

18. CHANGES TO TERMS

Licensor Updates: The Licensor may modify these Terms of Use from time to time by giving the Subscriber not less than thirty (30) calendar days' written notice.

Opt-out right: If the Subscriber reasonably determines that a proposed modification materially and adversely affects the Subscriber's rights or obligations, the Subscriber may reject the modification and terminate this Agreement with effect from the modification's effective date. In that case the Licensor will refund any prepaid fees on a pro-rated basis.

Deemed acceptance: Continued use of the services after the effective date of a modification constitutes acceptance.

Precedence: In the event of any inconsistency between these Terms of Use and the Service Contract, the Service Contract shall prevail.

Version record: The Licensor will maintain an accessible archive of all prior versions of these Terms of Use, showing effective dates, for at least three (3) years after each version is superseded.

19. NOTICES

All notices shall be given in writing by overnight courier, or by electronic mail as a PDF attachment, to the addresses set forth in the Service Contract. Notices sent by email during business hours (09:00–17:00) are deemed effective as of the following Business Day. Notices sent outside business hours are deemed effective as of the second Business Day after transmission.

20. ASSIGNMENT

Neither party shall assign or otherwise transfer any of its rights, or delegate any of its obligations, under this Agreement without the other party's prior written consent, which shall not unreasonably be withheld. Any purported assignment in violation of this Section is void.

21. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of Switzerland. Any dispute arising from or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of the Canton of St. Gallen, Switzerland.

22. SETTLEMENT OF DISPUTES

The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of this Agreement or its breach, termination, or invalidity.

23. PRESERVATION OF IMMUNITIES

Nothing contained in or related to this Agreement shall be deemed a waiver, express or implied, of the privileges and immunities of the Licensor or the Subscriber, all of which are specifically reserved.

24. SEVERABILITY

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the Parties agree that the court should give effect to the Parties' intentions as reflected in such provision, and the other provisions shall remain in full force and effect.

25. ENTIRE AGREEMENT

This Agreement, together with the Service Contract, the applicable channel-specific Terms of Use, and the applicable Service Level Agreements (collectively, the Agreement Documents), constitutes the sole and entire agreement of the parties with respect to the subject matter hereof. In the event of any conflict, the order of precedence set forth in the Service Contract shall govern. No browsewrap, shrinkwrap, clickwrap, or other non-negotiated terms provided with any of the services will constitute part of this Agreement or be binding on Subscriber.