

SGEPT Online Purchase Terms

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PREAMBLE

These Online Purchase Terms govern the formation, payment, renewal, cancellation, and related mechanics of self-service purchases of SGEPT products, including GTA MCP Server subscriptions and standalone NIPO subscriptions, and of invoiced sales where stated below. They form part of the Agreement Documents together with the GTA Licensed Data – General Terms (“General Terms”), the Channel Terms for the purchased product, and the Subscription Confirmation. They are a purchase layer only: they do not grant, expand, or vary the data licence, which is governed exclusively by the General Terms (General Terms Section 18). Capitalised terms not defined herein have the meaning given in the General Terms or the applicable Channel Terms.

1. FORMATION

1.1 Checkout Acceptance. A self-service Subscription is formed when the Subscriber affirmatively accepts, at checkout, the Agreement Documents identified beside the acceptance control, and payment is confirmed. Upon formation, SGEPT (or the checkout operator on its behalf) issues the Subscription Confirmation described in Section 2.

1.2 Invoiced Sales. Where SGEPT agrees to sell a self-service product by direct invoice instead of checkout, the Subscription is formed by the Subscriber’s evidenced acceptance of the Agreement Documents (a signed order, click acceptance, or written or email acceptance) before or together with invoicing, or by payment of SGEPT’s invoice referencing the Agreement Documents, whichever occurs first. An invoice alone, without a referenced acceptance mechanism, does not form the Subscription. The invoice, together with the acceptance, constitutes the Subscription Confirmation.

1.3 Effective Date and Term. The ‘Effective Date’ is the date of the Subscription Confirmation. The ‘Term’ comprises the initial subscription period stated in the Subscription Confirmation and each subsequent renewal period. Access begins on the Effective Date unless the Subscription Confirmation states otherwise.

2. SUBSCRIPTION CONFIRMATION

The Subscription Confirmation records: the subscriber’s identity; the seller, any merchant of record or payment operator, and SGEPT as licensor and service provider (Section 4); the Effective Date; the product and delivery channel; the selected datasets (including any Premium Datasets); the highest licence class granted; the authorised user, seat, or organisational population; any allowance or technical limits; the initial term and renewal cycle; the price, currency, and tax treatment; and links to, or version identifiers of, each accepted document. SGEPT or the checkout operator retains the accepted version identifiers, acceptance timestamp, and subscriber identity as the record of formation.

3. PRICES AND PRODUCT COMPOSITION

Prices, plan compositions, allowances, seat types, and any minimum seat or term requirements are stated on the applicable SGEPT pricing page in effect at the time of purchase and are recorded in the

Subscription Confirmation. The pricing page is versioned for this purpose; the version in effect at acceptance governs that Subscription until a change takes effect under Section 8. These Online Purchase Terms state no prices.

4. ROLES: LICENSOR, SELLER, AND PAYMENT OPERATOR

SGEPT is in every case the licensor of the Licensed Data and the provider of the GTA services under the Agreement Documents. SGEPT is also the seller of each purchase, unless the checkout identifies a third-party reseller as the seller. The checkout may additionally identify a merchant of record or payment operator: an entity that processes the payment, appears on the receipt and card statement, and handles the payment-related mechanics stated in its checkout terms, which may include tax calculation, collection, and remittance; receipts and invoices; refund processing; dispute handling; and subscription payment collection. That entity's terms govern those payment-related mechanics; they do not make it the licensor or service provider, and they do not amend the licence or any other Agreement Document (General Terms Section 25). Where SGEPT invoices directly, SGEPT issues its own tax invoice.

5. PAYMENT, BILLING PERIOD, AND RENEWAL

5.1 Payment. The Subscriber shall pay the price stated at checkout or on the invoice, in the stated currency, in advance for each billing period. Fees are earned in full at the start of each billing period.

5.2 Renewal. A Subscription renews automatically at the end of each billing period for a further period of the same length, at the then-current pricing-page price, unless cancelled under Section 6 before the renewal date. Any minimum initial term is stated on the pricing page and in the Subscription Confirmation.

5.3 Payment Failure. Where a scheduled payment fails, the payment method may be retried under the payment processor's standard practice. If payment is not collected within the grace period stated to the Subscriber in the payment-failure notice, SGEPT may suspend access or deliveries until payment is restored, without prejudice to fees already due.

5.4 Checkout Operator Mechanics. Where a merchant of record or payment operator conducts the checkout, payment collection, retries, receipts, and related transaction mechanics operate as stated in its checkout terms; any transaction or refund rights those terms confer on the Subscriber apply in addition to this Section and Section 7.

6. CANCELLATION AND DOWNGRADES

The Subscriber may cancel a Subscription at any time through its account settings, where offered, or by written notice to office@sgept.org. Cancellation takes effect at the end of the then-current billing period; access and any allowance continue unaffected until then. Upgrades take effect immediately, with the fee pro-rated against the unexpired portion of the current billing period; downgrades and seat reductions take effect at the next renewal date, and no fee already paid is refunded or reduced as a result. Where a seat reduction or plan change would fall below a minimum stated on the pricing page, the change takes effect as a conversion or termination as described there and in the Subscription Confirmation.

7. REFUNDS

Refunds on termination, and on the Subscriber's rejection of a materially adverse modification, are governed by General Terms Sections 16 and 17. Except as required by mandatory law or as stated there, SGEPT does not refund or credit fees for cancellation for convenience part-way through a paid billing period, or for any allowance, quota, or usage limit that remains unused at the end of a billing period or upon any interim reset. A refund processed by a merchant of record or payment operator under its checkout terms discharges SGEPT's corresponding refund obligation to the same extent.

8. PRICE AND COMPOSITION CHANGES

SGEPT may change pricing-page prices and plan compositions (including the datasets included at a plan level) with effect for a Subscriber only in accordance with General Terms Section 17, including its notice requirement and the Subscriber's right to reject a materially adverse change and terminate with a pro-rata refund. A price change takes effect for an existing Subscription no earlier than its next renewal date.

9. TAXES

Prices are exclusive of value-added tax, GST, and similar taxes unless stated otherwise at checkout. Applicable taxes are calculated and collected as stated at checkout or on the invoice. Where the checkout identifies a merchant of record or third-party reseller, that entity calculates, collects, and remits the applicable taxes in the jurisdictions it supports and issues the corresponding receipt or invoice. Otherwise, SGEPT adds applicable taxes at checkout or on its invoices; a reverse-charge mechanism is applied only where the Subscriber's validated tax information and the applicable rules support it, and SGEPT may require a valid VAT identification number as a condition of that treatment.

10. CONSUMERS

Certain SGEPT products are not available to consumers; the applicable Channel Terms or product pages state any such restriction, and the Subscriber's business-capacity representation given at checkout applies. Where a product is available to an individual who is a consumer under mandatory law:

10.1 Withdrawal. Where mandatory consumer-protection law grants the Subscriber a right of withdrawal from a distance contract, the Subscriber may withdraw within the statutory period (fourteen (14) calendar days from formation, unless the applicable law provides otherwise) by notice to office@sgept.org, and SGEPT will refund the fees paid for the withdrawn Subscription.

10.2 Immediate Performance. Where the Subscriber expressly requests immediate delivery or access at checkout and acknowledges that the right of withdrawal is thereby lost upon delivery or complete performance, the right of withdrawal lapses to the extent the applicable law so provides.

10.3 Compliant Route Only. Consumer purchases are accepted only through a checkout flow that presents the pre-contract information and consents required by the applicable law. Where no such flow is available for a product or jurisdiction, consumer purchases of that product are excluded there, and Section 10 confers no purchase right. Nothing in these Online Purchase Terms limits any non-waivable rights mandatory law confers.

11. EVIDENCE AND RECORDS

SGEPT, or the checkout operator on its behalf, retains for each formation: the accepted document titles and version identifiers, the acceptance timestamp, the subscriber identity, and the Subscription Confirmation. These records are determinative of the terms accepted, absent manifest error.

Where practicable, the Subscriber shall provide at checkout or with its order an organisational or professional identifier – such as a company name, a business registration or VAT number, or a work email address at an organisational domain – sufficient to evidence the business capacity represented at checkout. SGEPT may decline to process a purchase that omits such an identifier where one is reasonably available to the Subscriber.

12. ROLE OF THESE TERMS

These Online Purchase Terms control online and invoiced formation, payment, renewal, cancellation, tax, and consumer-purchase mechanics only, in accordance with the subject-matter allocation in General Terms Section 18. They do not expand or reduce the licence granted under the General Terms, and in the event of any conflict on licence scope, the General Terms prevail.