**Truck & Auto Market – Terms & Conditions / Käyttöehdot**

**Company:** Truck & Auto Market Oy  
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# I. GENERAL TERMS (YLEISET EHDOT)

## §1 Scope of Application / Soveltamisala

These Terms and Conditions (“Terms”) govern all access to and use of the Truck & Auto Market platform and services (the “Platform”) operated by Truck & Auto Market Oy (“Company”, “we”, “us”).

By accessing, browsing, registering, or otherwise using the Platform, each visitor or registered user (“User”) accepts these Terms. If you do not agree, do not use the Platform.

The Platform provides technical infrastructure for listing, searching, and promoting vehicles (including trucks, cars, vans, motorhomes, motorcycles, and industrial machinery). The Company is not a party to contracts between sellers and buyers unless expressly stated.

## §2 Definitions / Määritelmät

“Platform” – websites, apps, APIs, and systems run by the Company.

“User” – any natural or legal person using the Platform.

“Dealer” – a business or professional seller with a verified account.

“Content” – any data, text, images, videos, listings, messages uploaded or transmitted via the Platform.

“Contract” – the legal relationship between a User and the Company formed under these Terms.

## §3 Registration, Account & Contract Formation / Rekisteröinti, tili ja sopimuksen syntyminen

Some features require registration. The User must provide accurate, current, and complete information and keep it updated.

Upon submission of the registration form, a contract for Platform use is formed when we confirm or grant access credentials. We may refuse registration at our discretion, subject to applicable law.

Users must safeguard credentials and are responsible for all activities under their accounts unless promptly notified misuse was beyond their control.

## §4 Platform Role & No Agency / Alustan rooli

The Company provides a marketplace infrastructure. We do not own or inspect listed vehicles and do not act as seller, broker, or agent in transactions between Users, unless explicitly specified for separate services.

Contracts for the sale or lease of vehicles are concluded and performed solely between Users (e.g., Dealer and buyer).

## §5 Acceptable Use / Hyväksyttävä käyttö

Users shall not: (i) post misleading or deceptive content; (ii) infringe intellectual property or privacy rights; (iii) upload malware; (iv) scrape or overload systems; (v) circumvent fees or ranking; (vi) misuse messaging for spam or harassment.

We may moderate, remove, delay publication, restrict, suspend, or terminate accounts, taking into account the User’s legitimate interests, where we identify or reasonably suspect violations.

## §6 Availability & Maintenance / Käytettävyys ja huolto

We strive for high availability but do not guarantee uninterrupted operation. Temporary disruptions may occur due to maintenance, capacity, security measures, or external factors.

In case of service degradation, we will act reasonably to restore operations while considering Users’ interests.

## §7 Content Rights & License / Sisältöoikeudet ja lisenssi

Users grant the Company a non-exclusive, transferable, sub-licensable, worldwide, royalty-free license to host, cache, reproduce, distribute, publicly display, translate, and technically modify Content as necessary to provide, market, and improve the Platform.

Users warrant they own rights or have permissions for Content, including images and VINs, and that Content is lawful and accurate.

## §8 Consumer Information & Withdrawal / Kuluttajainformaatio ja peruutus

Where a consumer (as defined by Finnish law) purchases a paid Platform service (e.g., listing package), the consumer may have a 14-day right of withdrawal for distance contracts unless services are fully performed during the withdrawal period with explicit consent.

Instructions and a model withdrawal form are provided in Annex A.

## §9 Liability & Warranty / Vastuu ja takuu

To the maximum extent permitted by law, we disclaim implied warranties. We are liable only for damages caused by intent or gross negligence and for death or personal injury. For other breaches, liability is limited to foreseeable direct damages.

We do not guarantee accuracy or availability of third-party listings.

## §10 Changes to Terms / Ehtojen muutokset

We may amend these Terms to reflect legal, technical, or business changes. Updated Terms will be posted with an effective date. Continued use after changes constitutes acceptance.

## §11 Governing Law & Venue / Sovellettava laki ja oikeuspaikka

These Terms are governed by Finnish law. Exclusive venue is the District Court of Helsinki (Helsingin käräjäoikeus), mandatory consumer rights preserved.

# II. DEALER TERMS (KAUPPIAIDEN EHDOT)

## §12 Dealer Eligibility & Verification / Kauppiaan kelpoisuus ja varmennus

Only duly registered businesses may operate Dealer accounts. We may request trade register extracts, VAT IDs, proof of authority, and other documents.

Each physical location may require a separate Dealer account for accurate invoicing and analytics.

## §13 Listings & Accuracy / Ilmoitukset ja paikkansapitävyys

Dealers must ensure listings are accurate, up to date, and lawful. Misrepresentation of mileage, prior damage, ownership, or features is prohibited.

Stock or illustrative photos must be labeled; actual vehicle images are recommended for trust and ranking.

## §14 VIN & Data Use / Valmistenumero ja tietojen käyttö

Where Dealers provide VINs, the Dealer grants the Company the right to store and process VINs for fraud prevention, quality improvements, transparency, and analytics, and to share VINs with trusted service providers (e.g., finance partners) where necessary to provide Platform services.

## §15 Ranking, Sorting & Promotion / Järjestys, lajittelu ja promootio

Default ranking considers relevance to the search query, User behavior, vehicle attributes (e.g., age, mileage, price), geography, completeness and quality of listing, and policy compliance.

Sponsored placements or package levels may improve visibility. Sponsored items are identified or placed according to applicable transparency rules.

## §16 Packages, Fees & Billing / Paketit, maksut ja laskutus

Dealers may purchase subscription packages (Basic, Pro, Premium) and optional upgrades. Fees are listed on the Platform and payable in advance.

Invoices are issued electronically. Payments may be made via credit card, SEPA, or other methods made available. Late or failed payments may lead to suspension.

## §17 API Access & Rate Limits / API-käyttö ja rajoitukset

Subject to a separate API agreement, Dealers may use APIs to synchronize inventory and analytics. We may impose authentication, quotas, and rate limits to protect the Platform.

We may throttle or suspend API access in the event of abuse, security risk, or system integrity concerns.

## §18 Moderation, Removal & Suspension / Moderointi, poisto ja keskeytys

We may remove or delay listings or suspend Dealer accounts for legal violations, repeated policy breaches, non-payment, fraudulent activity, or risk to Platform integrity.

We consider Dealer’s legitimate interests and will notify where legally required.

## §19 Warranty & Indemnity / Takuu ja vahingonkorvausvelvollisuus

Dealers warrant that all Content and vehicles comply with applicable law and third-party rights. Dealers shall defend and indemnify the Company against claims arising from their listings, including IP, consumer, or regulatory breaches.

## §20 Term & Termination / Kesto ja päättyminen

Dealer subscriptions renew per the package terms unless cancelled. Either party may terminate for cause upon material breach not cured within a reasonable period after notice.

Upon termination, we delete Dealer account data not required to be retained by law. Aggregated, anonymized statistics may be retained.

# III. ADVERTISING TERMS (MAINONTAA KOSKEVAT EHDOT)

## §21 Advertising Orders & Acceptance / Mainostilaukset ja hyväksyntä

Advertising services (including sponsored placements and display ads) are subject to our acceptance. Orders specify formats, placement, duration, and pricing.

We may refuse or cancel ads that are unlawful, misleading, or harmful to reputation.

## §22 Materials, Rights & Compliance / Materiaalit, oikeudet ja noudattaminen

Advertisers warrant they hold all necessary rights (including trademarks, images, and music) and that materials comply with applicable advertising standards and consumer law.

We may adapt ad formats technically (size/format) for delivery. Substantive changes require advertiser consent.

## §23 Delivery, Metrics & Make-Good / Toimitus, mittarit ja kompensaatio

We deliver ads during the agreed period and target metrics (impressions, clicks) where applicable. If delivery falls short, we may extend the campaign (make-good) or credit the shortfall proportionally.

Exact performance is not guaranteed due to external factors.

## §24 Cancellations & Changes / Peruutukset ja muutokset

Cancellations must be in writing. Campaigns cancelled within agreed windows may incur fees. Materials provided late may delay launch without liability on our part.

## §25 Cookies, Tracking & Data / Evästeet, seuranta ja data

Any tracking must comply with GDPR and ePrivacy rules. Third-party tags require our prior written approval. Data derived from our properties belongs to the Company unless otherwise agreed.

# IV. DATA PROTECTION (TIETOSUOJA)

## §26 GDPR & Finnish Data Protection Act / GDPR ja tietosuojalaki

Personal data processing is described in our Privacy Policy (Tietosuojaseloste). Legal bases include contract performance, consent, and legitimate interests (e.g., fraud prevention, service improvement).

Data is stored within the EEA with appropriate safeguards. Data subject rights (access, rectification, erasure, restriction, portability, objection) are honored.

## §27 Security & Retention / Tietoturva ja säilytys

We implement appropriate technical and organizational measures, including encryption in transit, access controls, logging, and regular backups.

We retain data only as long as necessary for the purposes collected or as required by law.

# V. TRANSPARENCY & RANKING (LÄPINÄKYVYYS JA LUOKITTELU)

## §28 Main Ranking Parameters / Pääparametrit luokittelussa

Default ranking considers query relevance, User interactions, geographic proximity, vehicle attributes (age, mileage, price), listing completeness/quality, policy compliance, and recency.

Paid visibility options and package levels can influence placement; such promotions are disclosed per applicable transparency rules.

## §29 Differentiated Treatment / Poikkeava kohtelu

Listings owned by the Company (if any) are treated like third-party listings in ranking. Users may filter or view Company-owned listings separately, where applicable.

# VI. COMPLAINTS & DISPUTE RESOLUTION (VALITUKSET JA RIIDANRATKAISU)

## §30 Complaints Handling / Valitusten käsittely

Users and Dealers may submit complaints via support channels shown on the Platform. We document and respond within a reasonable time.

Professional Dealers may access an internal complaint channel for ranking, suspension, or account issues.

## §31 Consumer Disputes & ODR / Kuluttajariidat ja ODR

Consumers may contact the Finnish Consumer Advisory Services and, if unresolved, the Consumer Disputes Board (Kuluttajariitalautakunta).

The EU Online Dispute Resolution platform is available at https://ec.europa.eu/odr.

# VII. FINAL PROVISIONS (LOPULLISET MÄÄRÄYKSET)

## §32 Force Majeure / Ylivoimainen este

Neither party is liable for delays or failures due to events beyond reasonable control (e.g., network outages, cyberattacks, natural disasters).

## §33 Assignment & Subcontractors / Siirto ja alihankkijat

We may use subcontractors. Users may not assign rights or obligations without our prior written consent, except as mandated by law.

## §34 Entire Agreement & Severability / Koko sopimus ja erillisyys

These Terms constitute the entire agreement on Platform use. If a provision is invalid, the remainder remains effective.

## §35 Notices & Language / Ilmoitukset ja kieli

Notices are provided via email or the Platform. In case of discrepancies between language versions, English prevails.

## §36 Governing Law & Venue / Sovellettava laki ja oikeuspaikka

Finnish law governs. Exclusive venue is the District Court of Helsinki, subject to mandatory consumer jurisdiction rules.

# Annex A – Consumer Withdrawal Instructions / Liite A – Kuluttajan peruutusohje

Consumers who purchase paid Platform services remotely have a 14-day withdrawal right unless services are fully performed during the withdrawal period with explicit consent. To exercise the right, notify Truck & Auto Market Oy (Itäkatu 10, 00100 Helsinki, Finland, info@truckautomarket.fi) with an unequivocal statement within 14 days of contract conclusion.

Model Withdrawal Form / Malli peruutuslomake:

— To Truck & Auto Market Oy, Itäkatu 10, 00100 Helsinki, Finland, info@truckautomarket.fi  
— I hereby withdraw from my contract for the following service: [describe]  
— Ordered on: [date]  
— Name of consumer:  
— Address of consumer:  
— Date & signature:

# Annex B – Transparency Summary / Liite B – Läpinäkyvyyden yhteenveto

Key ranking parameters: relevance to query, user behavior signals, geographic proximity, vehicle attributes (age, mileage, price), listing completeness, policy compliance, recency, and paid visibility options. Sponsored placements are clearly identified. Dealer package level may affect visibility.