

# Terms and Conditions

**For making Truck2Hand.com to be the most transparent 2nd truck and heavy machinery marketplace for everyone. Company would like to inform the Terms and Conditions of Truck2Hand website as below.**

These Terms and Conditions (the "Terms") set forth the terms and conditions for the provision of the Service (as defined below), and the rights and obligations between you, the User and the Company.

By registration and using the service on Truck2Hand.com platform, you agree to the Terms including any policy referred to in the Terms.

## **Article 1 Scope and the Description of the Service**

1. The Service (as defined below) is an online "consumer-to-consumer" or "business owner-to-business owner" or "business owner-to consumer" marketplace. We do not offer business accounts. We also do not sell or purchase any goods itself, take possession of the goods, either for itself or on behalf of users or others. While we may help facilitate transactions, users that list and sell items through the Service and users that purchase items through the Service ("Buyers") are entirely responsible for the sale and quality of goods (referred to herein as "goods", "products" or "items") transactions between them, including without limitation the listing of goods and any applicable product warranties.
2. The purpose of the Terms is to set forth the terms and conditions for the provision of the Service and the rights and obligations between the Company (as defined below) and the User (as defined below), and the Terms shall be applied to all aspects of the relationship between the User and the Company in connection with the Service.
3. Any rules for use of the Service posted on the website at <https://www.truck2hand.com/rule/> (the "Rules") shall constitute an integral part of the Terms.
4. If there is any conflict between the Terms and the Rules or any other description regarding the Service not provided for herein, the Terms shall prevail.

## **Article 2 Definitions**

For purposes of the Terms, the following terms have the following meanings.

1. "Service Agreement" means the agreement relating to the use of the Service to be executed under the terms and conditions of the Terms between the Company and the User.
2. "IP Rights" means copyrights, patents, utility model rights, design rights, trade mark rights and other intellectual property rights (including rights to obtain, or apply for registration of , such rights).
3. "Posted Data" means any content, including but not limited to text, images, animation and other data, that is posted or otherwise transmitted by the User through the Service.
4. "Company" means Auto Technic (Thailand) Co., Ltd.
5. "Website" means such website as may be from time to time operated by the Company, whose domain name is <https://www.truck2hand.com/> (or if the domain name or content thereof is modified for any reasons, such modified website).
6. "User" means Seller and/or Buyer.
7. "Seller" means any person or entity that has been registered as a Seller of the Service whose his/her identity is authenticated pursuant to Article 3 (Registration).
8. "Buyer" means any person or entity which may be registered as a Buyer pursuant to Article 23, Sub-Article 8.
9. "Service" means the service provided by the Company under the name of Truck2Hand.com (or if the name or content thereof is modified for any reasons, such modified service)

### **Article 3 Registration and Services**

1. A person wishing to use the Service may apply to the Company for registration to use the Service by agreeing to comply herewith and providing certain information as specified by the Company (the "Registration Information") in accordance with the manner as may be prescribed by the Company
2. The Company shall determine whether to register the person that has made an application pursuant to Paragraph 1 of this Article 3 ("Applicant") in accordance with the Company's criteria, and if the Company approves the registration, it shall notify the Applicant to that effect. The Applicant's registration as the User shall be completed upon the notice by the Company pursuant to this Paragraph.
3. Upon completion of the registration pursuant to the preceding Paragraph, the Service Agreement shall become effective between the User and the Company, allowing the User to use the Service pursuant to the Terms.
4. The Service Agreement shall become effective between the User and the Company after the payment process is completed.
5. The Company reserves the rights to refuse registration or re-registration of any Applicant without any obligation to disclose the reasons in the event that:
  - 5.1. The whole or any part of the Registration Information provided by the Applicant to the Company is found to be false, inaccurate or omitted;

- 5.2. The Applicant is minor, adult ward (incompetent person), quasi-incompetent person [VP1] or person under curatorship or assistance, and applicable approval or consent has not been obtained from such Applicant's legal representative, guardian, curator or assistant;
- 5.3. The Applicant is determined by the Company to (i) constitute an organized crime group or a member thereof, rightist organization, antisocial force or other similar person or entity (collectively), " Antisocial Force", or (ii) have any interaction or involvement with an Antisocial Force in any manner such as assisting or being involved in the maintenance, operation or management of an Antisocial Force by way of finance or other means;
- 5.4. The Applicant is determined by the Company to be a party having violated any agreement with the Company, or to have been involved with such violating party;
- 5.5. The Applicant has suffered any of the measures under Article 10 or in addition to the foregoing, the Company deems the registration inappropriate

#### **Article 4 Change to Registration Information**

The User shall promptly notify the Company of any change to the Registration Information in the manner as prescribed by the Company

#### **Article 5 Password and User ID Management**

1. The User shall be responsible for keeping and maintaining its password and user ID for the Service in an appropriate manner, and may not cause a third party to use, or provide, transfer , change the name of, sell or otherwise dispose of, the same
2. The User shall be, and the Company shall in no event be, liable for damages arising out of inappropriate management, misuse or use by a third party of the User's password or user ID.

#### **Article 6 Fees, Service Fee and Payment Conditions**

1. In consideration for the use of the Service, the User shall pay to the Company the fees as prescribed separately by the Company, indicated on the Website, and contact via e-mail or inbox of the User, pursuant to the payment conditions as designated by the Company.
2. The User has to make the payment to the company by transferring the bank account which is provided in the website or making payment via the provided payment gateway.
3. If the User fails to pay the aforementioned fees when due and payable, it shall be obligated to pay a default penalty at the rate of 15% per annum.
4. The Company may change the fees for the services at any time. We will give you advance notice within 30 days. In case the User does not change the package before the change date, we reserve the right to collect the fee as change in the next membership period.

5. For Automatic membership renewal and method of payment for the continuous membership, the Company will collect the fee as per the selected payment method and membership type (by monthly or by quarterly). For the credit card payment, the fees will be automatically collected by the provided credit card for the next membership period (pre paid). If a payment is not successfully settled, due to expiration, insufficient credit amount, or otherwise, we may suspend your access to the service as a Seller under a particular coin level temporarily and the User must contact the Company to change payment information to continue usage.

To change payment methods, cancel or change membership plans, the Seller can process the change before the next billing due date on the seller's own account via the website or by contacting the Company to process the change.

## **Article 7 Prohibited Actions**

When using the Service, the User may not conduct any act that falls under, or is determined by the Company to fall under, any of the following:

1. Acts that violate any laws or regulations or that are associated with criminal activity;
2. Acts that defraud or threaten the Company, other Users or other third parties;
3. Acts against public order and good morals;
4. Acts that infringe any IP Rights, portrait rights, privacy rights, reputation or other rights or interests of the Company, other Users or other third parties;
5. Acts to transmit through the Service to other Users any information or data that falls under, or is determined by the Company to fall under, the information or data that:
  - contains excessively violent or cruel content;
  - contains computer viruses or other hazardous computer programs;
  - contains content that damages the reputation or the credit of the Company, other users of the Service or other third parties;
  - contains excessively indecent content;
  - contains content that encourages discrimination;
  - contains content that encourages suicide or self-mutilation;
  - contains content that encourages drug abuse;
  - contains antisocial content;
  - is intended to be distributed to third parties , including but not limited to chain mails; or
  - contains content that causes uncomfortable feelings to third parties.
6. Acts that place an excessive burden on the network or system o the service;
7. Acts to reverse-engineer or otherwise analyze the software or other systems provided by the Company;
8. Acts that are likely to interrupt the operation of the Service;
9. Acts to access the network or system of the Company improperly;
10. Acts to impersonate a third party;

11. Acts to use the user ID or password of other users of the Service;
12. Acts of exploitation, advertisement, soliciting or marketing through the Service without the Company's prior consent;
13. Acts to collect information of other users of the Service;
14. Acts that cause disadvantage, damage or uncomfortable feelings to other users of the Service or other third parties;
15. Acts that violate [The Rules] (<https://www.truck2hand.com/rule>)
16. Acts to provide Antisocial Forces with profit;
17. Acts that are intended to meet unacquainted persons for dating or relationship [VP2];
18. Acts that, directly or indirectly, cause or facilitate the acts listed in Items (1) through (17) above;
19. Attempting to conduct any of the acts listed in Items(1) through (18) above; or
20. Other acts that the Company deems to be inappropriate.

## **Article 8 Content Management and Suspension of Service**

User agrees that the Company shall be entitled to manage, cancel, including to delete content communicated through chat feature between Users or post on the Website through the User account in the following events:

1. The Company is entitled to cancel and/or delete the content which violates Article 7 (Prohibited Actions) of this Terms.
2. The Company is entitled to use the content or information as published on the Website through the account of the User for rendering the Service, for development and improvement of Service and for advertising, promoting and supporting the Service and the Company is entitled to share the said information to a contractor which is rendering the Service.
3. The Company is entitled to disclose the content and information as ordered by competent government authority

The Company shall be entitled to suspend or discontinue the Service, in whole or in part, in the following events:

1. Inspection or maintenance of the computer system for the Service needs to be performed due to urgent circumstances;
2. The Company becomes unable to provide the Service due to error in computers or communication lines, wrong operation, excessively concentrated access, unauthorized access, hacking or the like;
3. The Company becomes unable to provide the Service due to force majeure, including but not limited to earthquake, lightning, fire, storm and flood damage, power blackout and other natural disasters; or

4. The Company determines that suspension or discontinuance is required for other reasons.

For suspension or termination of Service, the Company shall comply with Sub-article 6 of Article 23 (Appendix).

## **Article 9 Ownership of Rights**

1. Any and all IP Rights related to the Website and the Service are expressly reserved by the Company or its licensor. Nothing contained herein shall be construed as granting to the User a license of the IP Rights related to the Website and the Service owned by the Company or its licensor
2. The User hereby represents and warrants to the Company that it has lawful rights to post or otherwise transmit the Posted Data, and that the Posted Data so posted or transmitted does not infringe any third party's rights
3. The User hereby grants to the Company an worldwide, nonexclusive, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, create derivative works of, display and execute the Posted Data. In addition, the User (the "Granting User" in this paragraph 3) hereby grants to the other Registered a non-exclusive license to use, reproduce, distribute, create derivative works of, display and execute the Posted Data posted or otherwise transmitted by the Granting User through the Service.
4. The User hereby agrees not to exercise moral rights against the Company or any other person to which the Company has transferred or granted the relevant rights.

## **Article 10 Registration Cancellation**

If any of the following events arises, the Company may temporarily suspend the use by the User, or cancel the User's registration.

1. Any of the Registration Information is found to be false;
2. The User undergoes payment suspension or becomes insolvent, or a petition for bankruptcy, civil rehabilitation, corporate reorganization, special liquidation or other similar procedure was filed against the User;
3. The User has not used the Service for [12] months or more;
4. The User has not responded to inquiries from the Company or other communications requiring a response for [30 days] or more;
5. The User falls to comply with the Rules or
6. The Company determines that it is inappropriate for the User to continue using the Service or to be registered as a registered User which the Company shall notify the User in advance.

For temporary suspension or termination of Service, the Company shall comply with Sub-article 6 of Article 23 (Appendix).

In any of the events set forth in Items of the preceding Paragraph, all amounts owed to the Company by the User shall automatically become due and payable, and the User shall immediately pay to the Company such amounts in full

#### **Article 11 Withdrawal**

1. The User may withdraw from the Service and cancel its registration as a User by completing the procedure as specified by the Company.
2. Upon withdrawal from the service, any and all debt of the User to the Company, if any, shall automatically become due and payable, and the User shall immediately pay to the Company such debts in full.
3. Treatment of user information after the withdrawal from the Service shall be subject to the provisions of Article 15.

#### **Article 12 Modification and Termination of Service**

The Company shall be entitled to at any time modify or terminate the Service which the Company will notify the User in advance according to the principles, conditions and procedure as prescribed by the applicable law.

#### **Article 13 Disclaimer and Waiver of Warranties**

1. THE COMPANY MAKES DOES NOT MAKE WARRANTIES, EXPRESS or IMPLIED, (i) that the Service fits or is suitable for a particular purpose as contemplated by the User, (ii) that the Service has expected functions, commercial value, accuracy or usefulness, (iii) that the use by the User of the Service complies with the laws and regulations or internal rules of industrial organizations that are applicable to the User, or (iv) that the Service will be free of interruption or defects.
2. The Company shall not be liable for the damages incurred by the in relation to the Service in excess of the amount of the consideration paid by the User to the Company for the immediately preceding [1 month]. UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL OR FUTURE DAMAGES, OR LOST PROFITS.
3. Any transactions, communications and disputes arising between the User and other User or a third party in connection with the Service or the Website shall be addressed and resolved by the User at its responsibility.
4. Any advertisements appearing in the Website is under the responsibility of advertisement owners. The Company does not endorse the correctness of

advertisement's content nor the advertised product or service. The Company reserves the right to refuse or reject to be responsible for any claims or liability arising on the advertisement or using product or service.

5. Management of content communicated on chat features between and among Users or User accounts on the Website is the User's own responsibility.

#### **Article 14 Confidentiality**

The User shall keep confidential any and all non-public information disclosed in relation to the Service by the Company to the User for which the Company, at such disclosure, requires the User a confidential treatment, unless the User has obtained the prior written approval from the Company.

#### **Article 15 Treatment of User Information**

1. Treatment by the Company of the User's information shall be subject to the provisions of [our Privacy Policy] (<https://www.truck2hand.com/privacy/>) which is separately prescribed, and the User hereby agrees to treatment by the Company of the User's information pursuant to such Privacy Policy.
2. The Company may, in its sole discretion, use or make public any information or data provided by the User to the Company as statistical information in a form that cannot identify an individual, and the User may not raise any objection to such use or publication.

#### **Article 16 Amendment:**

The Company shall be entitled to amend or change the Terms & Conditions, entirely or partially, which the Company will notify the User in advance according to the principles, conditions and procedure as prescribed by the applicable law.

#### **Article 17 Notice:**

1. Any communications or notices from the User to the Company, including but not limited to inquiries with respect to the Service, and any communications or notices from the Company to the User, including but not limited to notices concerning any amendment to **the Terms** shall be made in accordance with the procedures specified by the Company.
2. Any Communication or notice made by the Company that is addressed to the email address included in the Registration Information of a User shall be deemed to be received by the User.

#### **Article 18 Assignment**



1. The User shall not assign, transfer, grant security interests on or otherwise dispose of the Service Agreement or its rights or obligations under the Terms without the prior written consent of the Company
2. In cases where the Company transfers the business regarding the Service to a third party, the Company may, as part of such transfer, assign to the third party the Service Agreement, the rights and obligations of the Company under the Terms, and the Registration Information and other information relating to the User, and the User hereby agrees to such transfer in advance. The business transfer referred to above in this Paragraph shall include, in addition to the usual form of business transfer.

#### **Article 19 Severability**

If any provision of the Terms or a part thereof is held to be invalid or unenforceable under consumer protection law or other laws or regulations, the remaining provisions hereof or the remaining portion of the provision held invalid or unenforceable in part shall remain in full force and effect.

#### **Article 20 Governing Law and Jurisdiction**

1. The Terms shall be governed by the laws of Thailand.
2. Any and all disputes arising out of or in connection with the Terms or the Service Agreement shall be submitted to the exclusive jurisdiction of the Court of Justice in Thailand in the first instance.

#### **Article 21 Refund Policy**

1. For Membership fee and Membership upgrade fee, the Company considers to not refund in case of change of membership level (upgrade or downgrade) or cancellation before the expiration of the existing membership.
2. For point top up, the Company considers to not refund in any cases

#### **Article 22 Delivery Policy**

Delivery condition, method and delivery expenses for every product on the website is upon the agreement between the Buyer and the Seller. The Company shall not respond to any cost concerns to delivery.

## Article 23 Appendix

### 1. Discrimination on product, service or content on digital platform

The Company does not engage in any practice that discriminates against any product, service, or content offered by sellers on our digital platform. This applies to both our own offerings and those of our sellers.

The Company categorizes sellers into groups, such as silver coin sellers and gold coin sellers. All sellers within a group are treated equally according to the established conditions for that group.

### 2. Advertisement on digital platform service

The Company displays advertisements **to Users** on the digital platform and clearly identifies them as such. Additionally, the name of the advertiser is clearly disclosed.

### 3. Additional distribution channels

The Company does not offer the Seller's product, service or content to consumers through any additional distribution channel.

### 4. Ancillary goods and services, also known as complementary goods and services, those that are offered in addition to the main product or service being purchased.

The Company does not offer any ancillary or complementary goods or services that are related to the primary products or services being purchased.

### 5. Restrictions or limitations that prevent Seller from offering the same products, services, or content under different terms and conditions through channels other than the Company's digital platform

Sellers are free to offer their products, services, or content through any other channels they deem appropriate, regardless of the terms and conditions they have agreed to on the Company's digital platform.

## 6. Conditions in case the Company will suspend or terminate all or part of Seller's Services

### 1. Suspension of Services

The Company reserves the right to temporarily suspend all or part of its services to any seller. In such cases, the Company will provide written notice to the affected seller either before or at the time of suspension, clearly stating the reasons for the action.

Sellers have the right to appeal a suspension by submitting a detailed explanation of the facts and reasons for their appeal through the designated channels and within the timeframe specified in the suspension notice. If the appeal is deemed valid and upon review of the provided information, the Company determines that there is sufficient justification to modify the suspension, the Company will restore the seller's service status within 7 business days following the completion of the review process.

Prior to a suspension, sellers may request access to their personal data or other information they have stored on the digital platform, as per their rights under applicable data protection laws and in accordance with the Company's Privacy Policy.

### 2. Termination of Services

The Company may terminate its services to any seller by providing written notice to the affected seller at least 30 days in advance, clearly stating the reasons for the termination. In cases where immediate termination is necessary due to unforeseen circumstances, the Company will notify the seller promptly upon termination, providing details about the suspended services, the reasons for the termination, and the estimated duration of the suspension.

The notice period and rationale requirements outlined in the preceding paragraph do not apply in the following circumstances:

**2.1 Compliance with Law or Court Orders:** When compliance with legal obligations or court orders makes it impossible to provide timely notice to the seller within the specified timeframe.

**2.2 Repeated or Serious Breaches of Terms of Service:** When the seller has repeatedly or seriously violated the Terms of Service, as clearly defined in the agreement.

Sellers have the right to appeal a termination by submitting a detailed explanation of the facts and reasons for their appeal through the designated channels and within the timeframe specified in the termination notice. If the appeal is deemed valid and upon review of the provided information, the Company determines that there is sufficient justification to modify the termination, the Company will restore the seller's service status within 7 business days following the completion of the review process.

Prior to suspension or termination, sellers may request access to their personal data or other information they have stored on the digital platform, as per their rights under applicable data protection laws and in accordance with the Company's Privacy Policy.

#### 7. Condition for Seller to Terminate Agreement

Sellers may terminate their agreement with the Company by contacting the Company through the help page to initiate the deactivation of their seller account. Alternatively, sellers may send a request to terminate their account via email to ["admin@truck2hand.com"](mailto:admin@truck2hand.com)

#### 8. Detail process for User Registration and Verification Process

To access the services of the digital platform, each type of user must register according to their user type as follows:

##### 1. Registration as a Buyer (Consumer) on the Digital Platform

Buyers can register using one of the following methods:

1.1 Sign in using an existing Truck2Hand account: Enter the email address and password set up during the initial registration process.

1.2 Sign in using an external identity provider: Use Facebook, Google, or Apple ID to authenticate and log in.

##### 2. Registration as a Seller (Business) on the Digital Platform

Businesses must register and verify their identity using the following steps:

2.1 Enter a valid mobile phone number: Receive a one-time password (OTP) via SMS.

2.2 Complete store information and attach the following supporting documents: A photo of the seller's national ID card, A photo of the seller holding their national ID card, and a photo of the seller's bank account passbook.

9. Key Parameters for Ranking and Recommending Products, Ads, Reviews, and Other Content

The Company utilizes the following key parameters in its algorithms and criteria for ranking and recommending products:

1. Seller Type: Gold Medal Sellers: Products from Gold Medal Sellers will be ranked or recommended ahead of those from Silver or Bronze Medal Sellers.

2. Seller Verification: Verified Sellers: Products from verified sellers will be ranked or recommended ahead of those from unverified sellers.

3. Ad Boosting: Products with boosted ads will be ranked or recommended ahead of those without boosted ads. Additionally, products from sellers who utilize ad boosting will be displayed higher up on the platform.

10. Channels and Personnel for Assisting Seller(s) and Buyer(s) Affected by Service Issues and the Internal Complaint Handling System

If you encounter any problems or experience any harm as a result of using our services or the complaint handling process, please seek assistance through our Help Center at <https://www.truck2hand.com/blogs/complaint-center/>. The Company will promptly address your concerns and strive to resolve the issue within 7 days of receiving your complete request and necessary information.

11. Instruction of Electronic Transaction Development Agency (ETDA)

For Assistance with Digital Platform Services, please contact Auto Technic (Thailand) Co., Ltd., Address: 1494 Phetchaburi New Road, Makkasan Subdistrict, Ratchathewi District, Bangkok 10400, Telephone 081-805-7153.

If the issue remains unresolved within the specified timeframe, you may contact the Online Help and Complaint Center (1212ETDA) at the hotline 1212 (24 hours) or via email at [1212@mdes.go.th](mailto:1212@mdes.go.th) for further assistance and to file a complaint.

12. Company's policies, procedures, measures, or tools for handling illegal products, services, or content.

If the Seller discovers products, services, or content that the Company believes violates relevant laws, the Seller will remove the products, services, or content from the digital platform within 3 business days of discovery. This discovery may occur as a result of a review, a report from an external seller or law enforcement, or a review by the Company's own personnel.

Sellers who publish products, services, or content that are believed to be illegal may appeal the removal of those products, services, or content from the digital platform by providing a factual explanation and reasons through the channels and within the timeframe specified in the removal notice. If the appeal is made properly and the company considers the facts and reasons and finds that there is a reason to change the removal, the Company will restore the products, services, or content to the seller within 7 business days of completing the Company's consideration.

13. Reporting and Handling of Illegal Products, Services, or Content

If Seller, Buyer, or website visitor wishes to notify the company about a specific product, service, or content that they believe is illegal under applicable law, the seller, buyer, or website visitor (the "Reporter") who wishes to notify must follow these steps:

1. The Reporter must prepare a written notice and sign it with their own hand or electronic signature to certify the accuracy of the information.

2. The Reporter must represent that the content of the notice is true. The notice must include the following details as minimum:

- 2.1 Reporter's contact information, for example: name, phone number, Email address or any other means of contact by which the Reporter can be reached.

- 2.2 Description with sufficient ground to prove how the product, service, or content is illegal and against the applicable law.

- 2.3 Details about the allegedly illegal product, service, or content and its location to enable the company to take action against it. This includes, but is not limited to, the URL (URL) of the product, service, or content; After receiving such a notice and if the company believes that the product, service, or content is indeed illegal under applicable law, it will take action in accordance with this section. Sellers who have published

products, services, or content that are believed to be illegal can appeal through the appeal channel.