

COMMERCIALTRUCKSALES.COM

TERMS OF USE

Effective Date: February 19, 2026

CommercialTruckSales.com (“**CTS**,” “**we**,” “**us**,” or “**our**”).

These Terms of Use (“**Terms**”) govern access to and use of the website located at www.CommercialTruckSales.com and any related pages, tools, features, or services (collectively, the “**Platform**”), which is owned and operated by us.

By accessing or using the Platform, you agree to be legally bound by these Terms. If you do not agree, you must not access or use the Platform.

1. Business-Only Platform

The Platform is intended **exclusively for business-to-business use**.

By using the Platform, you represent and warrant that:

- You are acting **solely for commercial or professional purposes**;
- You are **not** using the Platform for personal, family, or household purposes; and
- You have authority to bind the business or entity you represent.

CTS does not knowingly permit consumer use and expressly disclaims any intent to offer goods or services to individuals acting in a personal or household capacity.

2. Nature of the Platform

CTS operates as a **media, aggregation, and marketplace intermediary platform**.

- CTS **does not sell, lease, broker, or offer vehicles or equipment for sale**.
- CTS is **not a dealer, broker, agent, lender, auctioneer, or escrow service**.
- CTS does **not** take possession of vehicles, process payments between buyers and sellers, transfer title, or guarantee transactions.

All listings, inventory information, and communications originate from **third-party businesses**, and any transaction occurs **solely between those parties**.

3. Access and Accounts

You may browse portions of the Platform without an account. Certain features may require registration.

If you create an account, you agree to:

- Provide accurate and current information;
- Maintain the confidentiality of your credentials; and
- Be responsible for all activity under your account.

CTS may suspend or terminate access at any time, with or without notice, if we believe use violates these Terms or poses legal, operational, or reputational risk.

4. Listings and Content

4.1 Third-Party Listings

Listings displayed on the Platform are provided by third parties or obtained through lawful aggregation and data ingestion methods. CTS does not independently verify all listing details and makes no representations regarding accuracy or availability.

4.2 User Submissions

If you submit content (including listings, images, descriptions, messages, or feedback), you grant CTS a **non-exclusive, royalty-free, worldwide license** to use, display, host, analyze, modify, and distribute such content in connection with operating and improving the Platform.

You represent that you have all rights necessary to submit such content.

5. Acceptable Use

You may use the Platform only for legitimate business purposes related to evaluating, marketing, or acquiring commercial vehicles or equipment.

You agree **not** to:

- Scrape, crawl, harvest, or systematically extract data;
- Use bots, automated tools, or similar technologies without express permission;
- Misrepresent your identity or authority;
- Interfere with Platform functionality or security;
- Use Platform data to build or operate a competing marketplace;
- Circumvent placement, ranking, or visibility mechanisms; or
- Use the Platform to solicit users for unrelated products or services.

6. Paid Features and Placement

CTS may offer paid subscriptions, listings, enhanced placement, sponsorships, or promotional features.

Any such offerings are governed by applicable order forms, invoices, or separate agreements, which control in the event of conflict.

Fees are non-refundable unless expressly stated otherwise.

7. Communications and Call Recording

The Platform may facilitate calls, messages, or other communications between users.

SMS Messaging: If you provide a mobile phone number, you consent to receive SMS messages from CTS related to your account and platform activity, including one-time authentication codes, listing status updates, and customer support communications. Message frequency varies. Message and data rates may apply. You may opt out at any time by replying STOP. Reply HELP for help. See our SMS Messaging Terms for additional information.

Where calls are recorded, **notice will be provided at the time the call is initiated or answered**, as required by law. By continuing the call, you consent to recording.

CTS is not responsible for the content of communications between users.

8. Intellectual Property

All Platform software, design, text, graphics, trademarks, and proprietary features are owned by or licensed to CTS and are protected by applicable intellectual property laws.

No rights are granted except as expressly stated in these Terms.

9. Privacy and Data Use

Use of the Platform is subject to:

- **Privacy Policy**
- **California Privacy Policy** (for CA residents)
- **Cookie Policy**
- **Partner and Marketplace Integrity Policy**

These policies are incorporated by reference and govern data collection, use, and disclosures.

10. Disclaimers

THE PLATFORM IS PROVIDED **“AS IS” AND “AS AVAILABLE.”**

CTS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

CTS DOES NOT WARRANT THAT:

- LISTINGS ARE ACCURATE OR CURRENT;
- TRANSACTIONS WILL OCCUR;

- BUYERS OR SELLERS WILL PERFORM; OR
- THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE.

11. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CTS SHALL NOT BE LIABLE FOR:

- LOST PROFITS OR BUSINESS INTERRUPTION;
- TRANSACTION DISPUTES BETWEEN USERS;
- DATA LOSSES;
- INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES.

CTS'S TOTAL LIABILITY, IF ANY, SHALL NOT EXCEED **THE AMOUNTS PAID TO CTS BY YOU IN THE PRIOR 3 MONTHS**, OR \$100 IF NONE.

12. Indemnification

You agree to indemnify and hold harmless CTS and its affiliates from claims arising out of:

- Your use of the Platform;
- Your listings or content;
- Your communications or transactions; or
- Your violation of these Terms or applicable law.

13. Termination

CTS may suspend or terminate access at any time. Sections that by their nature should survive termination shall survive.

14. Governing Law and Venue

These Terms are governed by the laws of the **State of Indiana**, without regard to conflicts principles.

Any dispute shall be brought exclusively in **state or federal courts located in Indiana**, and you consent to jurisdiction and venue therein.

15. Modifications

CTS may update these Terms from time to time. Continued use after posting constitutes acceptance.

16. Contact Information

Commercial Truck Sales, LLC

✉ legal@commercialtrucksales.com

✉ privacy@commercialtrucksales.com