

### **Sixt+ Terms and Conditions**

These Sixt+ (as defined below) terms and conditions (“Terms and Conditions”) shall govern the program relationship between an individual (the “Participant”) who agrees to participate in Sixt+ (as defined below) and Sixt rent a Car, LLC (“Sixt”) (collectively, the “Parties”).

By becoming a Participant, you agree to be bound by these Terms and Conditions as they are in their most current form. To obtain the current version of these Terms and Conditions please visit [sixt.com/plus](http://sixt.com/plus) or the Sixt+ portal in the Sixt app.

**THESE TERMS AND CONDITIONS ARE NOT A RENTAL AGREEMENT (AS DEFINED BELOW). NOTHING CONTAINED HEREIN SHALL GUARANTEE PARTICIPANT ACCESS, OR USE, OF ANY VEHICLE.**

#### **1. Sixt+ Summary.**

Sixt+ is a vehicle rental program offered by Sixt, as more thoroughly explained herein in these Terms and Conditions (“Sixt+”). Sixt+ allows a Participant to rent vehicles during the applicable Term (as defined below), and Renewals Terms (as defined below), and enjoy benefits included below.

#### **2. Participant Eligibility Requirements.**

In order to become a Participant, an individual must, at a minimum, meet the following requirements:

- a. Meet Sixt’s general requirements to rent a vehicle which can be found on Sixt’s [website](#);
- b. Be at least twenty-one (21) years old, unless otherwise required by law (all age excess waivers found in the Rental Information on Sixt.com shall be applicable);
- c. Possess a valid Driver’s License issued in Participant’s name, displaying Participant’s appearance, and that is not suspended, confiscated, revoked, or expired;
- d. Possess and use for payment of any Fees (as defined below) owed hereunder a valid bank-issued credit or debit card (no pre-paid debit cards) issued in Participant’s name; and
- e. Possess a verifiable current email and physical address.

Participant agrees to provide Sixt with true, current and accurate information, including, but not limited to, Participant’s name, address, telephone number, email address, driver’s license and credit card information. Participant further hereby warrants that Participant’s driver’s license will be valid for the Term (as defined below) and all Renewal Terms (as defined below).

If at any time during the Term (as defined below) or Renewal Term (as defined below) a Participant no longer meets the minimum requirements stated in this Section 2, Sixt shall be allowed to immediately terminate an individual Participant’s Sixt+ program in accordance with Section 14.a.

### **3. Participant Application.**

In order to submit an application to become a Participant, an individual must apply via the application available at [sixt.com/plus](http://sixt.com/plus) (the "Application"). The Application will require the applicant to provide at least the following (Sixt reserves the right to request further information as needed):

- Participant's contact information including, but not limited to:
  - Physical address
  - Phone number
  - E-mail address
- Date of Birth
- Participant's payment information
- Social security number (if needed)

Participant must read and accept these Terms and Conditions at the conclusion of the Application process by clicking the applicable checkbox and then clicking the "Continue" button on the review screen. By clicking on the "Continue" button, Participant agrees that they read, understand, and acknowledge these Terms and Conditions will apply to the Sixt+ program.

**SUBMITTING AN APPLICATION DOES NOT MEAN THAT AN APPLICANT WILL BE ACCEPTED INTO SIXT+, BUT THESE TERMS AND CONDITIONS ARE BINDING ON ANYONE WHO CONSENTS TO THESE TERMS AND CONDITIONS.**

### **4. Sixt Evaluation of Applications.**

Sixt reserves the right to reject an Application after reviewing an Application for eligibility. Participant consents, via submitting an Application, to have a background check and/or credit check conducted by Sixt, or an agent of Sixt's, to evaluate a potential Participant's eligibility for Sixt+.

Sixt may obtain information from third parties concerning a potential Participant to evaluate an applicant's eligibility. As referenced in the preceding paragraph, Sixt will conduct due diligence including, but not limited to, an identity and/or credit check. Sixt may pass Participant's personal information to third party agencies for the purposes of carrying out said due diligence.

This information shall not be sold to third parties.

Sixt will use its best efforts to evaluate an Application within seventy-two (72) hours of submission.

### **5. Sixt Rejection of Application**

Sixt reserves the right, in its sole discretion, to deny an Application based on a potential Participant's creditworthiness or any other factor which Sixt deems reasonable for the rejection of an Application, including but not limited to, inability to verify identity. If after reviewing an Application Sixt determines a potential Participant is not eligible to participate in Sixt+, Sixt shall notify the applicant at the end of the booking process stating same and both Parties' obligations under these Terms and Conditions shall immediately terminate. No money will be charged to the potential Participant.

## 6. Sixt Acceptance of an Application

If Sixt accepts a potential Participant's Application, Sixt will contact Participant stating same. Sixt at this time will also charge Participant for the Enrollment Fee (as defined below) and the Monthly Rate (as defined below) for the Term (as defined below). If accepted to Sixt+, Participant has a one (1) month commitment that shall begin on the date Participant indicates they will pick up the vehicle on their Application or, if applicable, on the date Participant chose for the delivery of Participant's vehicle. Should Participant choose to wait longer, pick up or accept delivery of the vehicle at a later time, the Term (as defined below) will still begin on the date Participant originally selected for pick up of the vehicle in their Application.

Participant shall arrive at the date and location selected in their Application to pick up their first vehicle and comply with Section 7 at that time (if informed Participant's Application has been approved). If applicable, and if Participant has chosen the delivery option, Participant shall arrive at the time, date, and applicable location Participant agreed to with Sixt for the delivery of Participant's vehicle and comply with Section 7 at that time (if informed Participant's Application has been approved). Participant may provide forty-eight (48) hours prior notice, prior to their originally scheduled day and time of pickup, if they need to change their pick-up date and, subject to vehicle availability, Sixt may rebook to the newly requested pick-up date. The Term (as defined below), shall begin on the date Participant indicates they will pick up the vehicle on their Application or, if applicable, on the date Participant selected for delivery of their vehicle. Should Participant choose to wait longer, pick up, or accept delivery of the vehicle at a later time, the Term (as defined below) will still begin on the date Participant originally selected for pick up or delivery of the vehicle in their Application.

Sixt's acceptance of an Application is conditional and subject to Participant's compliance with all these Terms and Conditions, timely payment of Fees (as defined below) owed under these Terms and Conditions, and compliance with Participant's applicable Rental Agreement (as defined below). All fees mentioned within in Section 11 of these Terms and Conditions including all subsections of Section 11 ((a) through (d)) may be collectively referred to generally as "Fees."

## 7. First Participant Rental.

In order to be granted use and access to Participant's first rental vehicle, Participant must execute a rental agreement (consisting of a rental Face Page and the applicable rental terms and conditions) at the applicable Sixt branch selected in their Application, or upon delivery of Participant's vehicle, at the time and date selected in their Application ("Rental Agreement"). If upon Participant's first review of the full Rental Agreement at their applicable Sixt branch selected in their Application or at delivery location of Participant's vehicle if Participant selected the delivery option in their Application, Participant does not wish to accept the terms of the Rental Agreement, then Participant may elect to terminate their Sixt+ program and will receive a refund of all Fees already paid by Participant. **A PREPAID BOOKING MAY BE CANCELLED BEFORE THE START OF THE RENTAL. IF A PARTICIPANT TERMINATES SIXT+ PRIOR TO PICKING UP THEIR VEHICLE OR, IF APPLICABLE, PRIOR TO DELIVERY, ANY REFUND OF THE PAYMENT MADE WILL HAVE A DEDUCTION THAT CONSTITUTES THE CANCELLATION FEE. THE CANCELLATION FEE WILL NEVER EXCEED THE**

**TOTAL PREPAID AMOUNT. CANCELLATIONS MADE UP TO TWENTY-FOUR (24) HOURS PRIOR TO THE SCHEDULED PICK-UP TIME WILL RESULT IN THE COLLECTION OF A ONE-HUNDRED DOLLAR (\$100) CANCELLATION FEE EXCLUDING TAXES. CANCELLATIONS MADE WITHIN THE TWENTY-FOUR (24) HOUR PERIOD OF THE SCHEDULED PICK-UP TIME WILL RESULT IN A TWO-HUNDRED DOLLAR (\$200) CANCELLATION FEE EXCLUDING TAXES . NO REFUNDS WILL BE ISSUED FOR CANCELLATIONS MADE ON OR AFTER THE SCHEDULED PICK-UP DATE AND TIME. ALL OTHER TERMINATION POLICIES CAN BE FOUND IN SECTION 14 BELOW.**

**8. Sixt+ Terms.**

**a. Use of a Vehicle and Location.**

During the Term (as defined below), and subsequent Renewal Terms (as defined below), Participant shall be eligible to rent one (1) vehicle from the car class selected in Participant's Application to be picked up at the location selected in Participant's Application or, if applicable, to be delivered to Participant if the delivery option was chosen by Participant **THERE IS NO GUARANTEE AS TO THE SPECIFIC VEHICLE PARTICIPANT WILL RECEIVE, ONLY AS TO THE CLASS OF VEHICLE SELECTED IN PARTICIPANT'S APPLICATION. PARTICIPANT MAY CHANGE THEIR CAR CLASS PURSUANT TO SECTION 8(c) IF PARTICIPANT MEETS THE QUALIFICATIONS FOR THE NEW CAR CLASS DESIRED (IF A HIGHER CAR CLASS IS DESIRED).** For clarity, Participants must execute a Rental Agreement and be bound by the applicable terms of the Rental Agreement while in possession of a vehicle via the Sixt+ program.

**b. Location.**

Participant can only rent a vehicle via Sixt+ at the specific location selected in their Application or, if applicable, at a specified location listed on Sixt's FAQ's if Participant originally chose the delivery option in their Application which may not always be available. Participant will be bound by the geographic limitations enumerated in their Rental Agreement. Participant is prohibited from changing their selected location for pick-up of the vehicle during the Term (as defined below) or Renewal Terms (as defined below); however, Participant may change their return/drop-off location subject to any additional fees. Notwithstanding the above, Sixt may allow Participant to change their pick-up or drop-off location and may only be done once per Term or Renewal Term or for any extenuating circumstances such as Participant permanently relocating to a different location. In the event of any of the changes stated in this section herein, Participant will be responsible for any changes in cost, including, but not limited to, changes in protection pricing, local taxes, surcharges and any additional fees that may be applicable.

**c. Exchange of Vehicle.**

During the Term (as defined below), and subsequent Renewal Terms (as defined below), Participant may exchange their vehicle for another vehicle model on request, and subject to availability. Participant will be charged \$49.00 to exchange their vehicle regardless of whether the new vehicle model is from the same or a different vehicle

category. If Participant changes to a new vehicle within the same vehicle class, no other charges (aside from the \$49.00 fee) will apply. If Participant exchanges their vehicle for a higher vehicle category than their current vehicle, then Participant will be charged the Monthly Rate (as defined below) for the new vehicle category for the entire Term (as defined below) or Renewal Term (as defined below) in which the exchange occurred and will be charged this new amount (as part of the Monthly Rate) for all subsequent Renewal Terms (as defined below). Any Participant changing to a higher class vehicle will only be permitted to do if Participant meets the applicable qualifications as determined by Sixt. If Participant exchanges their vehicle for a lower vehicle category than their current vehicle, then Participant will still be charged for their previous vehicle's Monthly Rate (as defined below) for the entire Term (as defined below) or Renewal Term (as defined below) in which the exchange occurred and will be charged the new lower fee for all subsequent Renewal Terms (as defined below). At any time, a Participant may be required to exchange their vehicle in accordance with Section 8.f below. Sixt reserves the right, in its sole discretion, to require Participant to exchange their vehicle on no less than three (3) days' notice. Participant may take the vehicle to a different location than where Participant picked it up without incurring any additional fees in the case Sixt requested the exchange.

**d. Pause Feature.**

During the Term, a Participant may pause their Sixt+ program for a period of up to three (3) months or ninety (90) days and a minimum of seven (7) days. A Participant can choose to pause their program via the Sixt mobile app. On the app, Participant can access the pause feature by checking the "My Current Subscription" section of the app. There, Participant can choose when to resume the program, subject to the terms, conditions, and limitations described herein.

The pause will automatically commence once Participant returns the Sixt Vehicle to the appropriate Sixt location as designated on the Sixt app. Participant must return the vehicle to the same branch where Participant initially picked up the vehicle to successfully pause their program – unless otherwise advised by Sixt in writing. If Participant chooses to return the vehicle in the middle of a Term or Renewal Term, Participant will still be responsible for the entire Monthly Rate due on that Term or Renewal Term and Participant is not entitled to a pro-rated refund. The earliest a Participant can resume their Sixt+ program will be seven (7) days after the date of the subsequent Renewal Term. Participant will not be charged for subsequent Renewal Terms after the program is paused until, and if, Participant resumes their Sixt+ program.

For example, Participant enters a Renewal Term on March 1, and decides to pause the program March 15; Participant will still pay the full Monthly Rate amount for the month of March and the earliest Participant can resume their program will be April 8, seven (7) days after what was supposed to be the subsequent Renewal Term (April 1). The Renewal Term will commence when Participant picks up a vehicle and the Sixt+ program is resumed; Participant will be charged upon resuming the Sixt+ program and commencing a new Renewal Term. If a Participant resumes the Sixt+ program, they will be given a vehicle in the category originally booked but resuming the program

does not in any way ensure or guarantee Participant will be given the same vehicle they had prior to the pause. Participant may contact Sixt at any time to adjust or change the category of vehicle Participant booked, or may make the same request at the branch, subject to the terms and conditions herein.

If a Participant pauses their program and does not resume the Sixt+ program within ninety (90) days or misses their scheduled resume date, Participant's Sixt+ program will be terminated. In the event of a Sixt+ program termination, Participant may later re-apply subject to any Fees and requirements first time applicants are required to provide to enroll in the Sixt+ program again.

**e. Mileage.**

During the Term (as defined below) and Renewal Term (as defined below), Participant shall be allowed to drive the allotted miles, per Term (as defined below) and Renewal Terms (as defined below), Participant selected in their Application. Participant shall inform Sixt of the miles driven by Participant at the end of the Term (as defined below) and any Renewal Term (as defined below). If Participant does not utilize all of the allotted miles in the Term (as defined below) or the Renewal Terms (as defined below), Sixt shall add any unused miles to the allotted miles for the subsequent Renewal Term (as defined below). By pausing the Sixt+ program, Participant does not lose any of the unused miles they have accumulated; unused miles will be added to the next Renewal Term after Participant resumes the Sixt+ program. Participant will lose accumulated unused miles if the Sixt+ program is terminated by either Party. Participant will not be reimbursed in any fashion for unused miles. If Participant exceeds their allotted miles, Participant shall be charged the per mile unit price listed on their Rental Agreement, which in no event will be more than \$.50/mile for each mile Participant drives over Participant's allotted amount. If Participant properly reports the mileage to Sixt at the end of the Term (as defined below) or any Renewal Term (as defined below) and there is any excess mileage, Sixt will charge Participant for the excess mileage at the end of the Term (as defined below) or any Renewal Term (as defined below) for which excess mileage was reported. To amend the amount of miles allotted, Participant shall follow the terms enumerated in section 9.a for adding optional products. Participant's Sixt+ program may be terminated, in accordance with the policies laid out in Section 14 of this Agreement, for failure to report mileage during a Term (as defined below) or Renewal Term (as defined below). In accordance with Sixt's [Privacy Policy](#), Sixt may use telematics data to monitor vehicle data of the vehicle Participant is driving (including, but not limited to, mileage or fuel levels).

**f. Liability Protection.**

Participant's responsibility for damage or injury caused by Participant shall be enumerated in Participant's applicable Rental Agreement, corresponding to Participant's coverage protection choice for each Rental Agreement. Participant's applicable Rental Agreement shall prevail if there is any contradiction between this Section 8.f and Participant's Rental Agreement.

In their Application for Sixt+, Participants may choose no coverage or one of the Sixt coverage products which may be available. This choice is optional and selecting it is

in the sole discretion of Applicant. Upon selection of an insurance product, the selected insurance product will be added to Participant's Rental Agreement. In the case Participant does not choose any coverage product during the Application process, or wishes to change their choice afterwards, Participant may still add or remove the Sixt coverage product any time before or on the initial start date selected on the Application and at the latest, within thirty (30) minutes after the Rental Agreement has been created, and only after a thorough vehicle inspection completed at a Sixt location. To clarify, if Participant has left the rental branch and wishes to add coverage, they must return to the branch immediately as coverage may only be added within thirty (30) minutes after the Rental Agreement has been created and after a thorough vehicle inspection which will take place at the branch. ONCE A PARTICIPANT MAKES THEIR DECISION ON COVERAGE, AS OUTLINED ABOVE, PARTICIPANT MAY NOT MAKE ANY COVERAGE CHANGES TO THEIR ACCOUNT. IN ORDER TO MAKE ANY CHANGES, PARTICIPANT WILL HAVE TO CREATE A NEW APPLICATION, SUBJECT TO ALL THE APPLICABLE FEES.

If Participant selects no coverage, Participant shall be responsible for all damage or injury Participant causes to the Sixt vehicle, to others or their property. Participant further acknowledges Participant will not be eligible to purchase Supplemental Liability Insurance, if Participant selects no coverage in their Rental Agreement. Participant may reference their Rental Agreement and the materials referred to therein for more information on the applicable insurance products and minimum financial responsibility coverage.

Participant may pick and choose or bundle different coverage packages all of which can be found online and Participant may reference their Rental Agreement and the materials referred to therein for more information on the applicable coverage products.

**g. Vehicle Maintenance**

i. *Monthly Check.*

If Participant has had possession of a vehicle for longer than thirty (30) days, Participant must reply to check-in emails, or phone calls, from Sixt regarding the condition of the vehicle. Such emails must include accurate information regarding the operational status of the rented vehicle and vehicle mileage.

ii. *Participant Maintenance Obligation.*

Participant shall notify Sixt by calling +1(888)749-8543 immediately of any vehicle accidents, losses, breakdown, or maintenance needs, and other similar events. To clarify, if any sign, light, indicator or anything in the vehicle goes off at any time Participant has the vehicle, Participant must immediately inform Sixt of such vehicle notification. If Participant fails to notify Sixt of any issue, accident, maintenance light, breakdown, or other similar event, Participant shall be responsible for any damage caused to the vehicle that resulted from such failure to notify Sixt. At Sixt's sole discretion, Sixt may request that Participant return or otherwise make available a vehicle; provided that Sixt will give at least three (3) days' prior notice to Participant. However, Participant shall immediately return the vehicle to Sixt upon any of the following circumstances (if the vehicle is safe to drive): (i) if Participant encounters difficulties with the operation or performance of the vehicle; (ii) upon notification that the vehicle

is the subject of a recall; or (iii) upon termination of Participant's Sixt+ program for any reason; provided that, if the vehicle is not safe to drive Participant must immediately notify Sixt and make the vehicle available for Sixt to retrieve at the time reasonably designated by Sixt.

Participant acknowledges and agrees that Participant will be responsible for any amounts that Sixt or any other party incurs to maintain, retrieve, and/or repair a vehicle as a result of Participant's failure to maintain the Vehicle in accordance with the terms set forth herein, to the extent not covered by the physical damage protection offered in accordance with Section 8.e. Participant may reference their Rental Agreement and the materials referenced therein for more information.

## 9. Optional Products

### a. Adding Optional Products.

Participant may elect to add any optional products, excluding those enumerated in Section 9.b below, at the time they submit their Application. Participants may add optional products by calling Sixt or visiting the Sixt location selected in the Participant's Application, or if Participant originally chose the delivery option, visiting the applicable branch as stated in Sixt's FAQ's (<https://www.sixt.com/plus/faqs/vehicle-pickup/>). Participants may add certain products in the middle of the term which begins after 48 hours after the commencement of a specific Term (as defined below) or Renewal Term (as defined below) through the end of said specific Term (as defined below) or Renewal Term (as defined below) ("Middle of the Term/Renewal Term").

**SUBJECT TO APPLICABLE STATE STATUTORY LAW, PARTICIPANT HEREBY ACKNOWLEDGES AND AGREES IF AN OPTIONAL PRODUCT IS ADDED IN THE MIDDLE OF THE TERM, OR IN THE MIDDLE OF A RENEWAL TERM, PARTICIPANT WILL BE CHARGED THE FULL AMOUNT FOR THE OPTIONAL PRODUCT AS IF THEY PURCHASED THE PRODUCT AT THE BEGINNING OF THE TERM (AS DEFINED BELOW), OR RENEWAL TERM (AS DEFINED BELOW) (DESPITE ONLY ENJOYING THE BENEFITS OF THE OPTIONAL PRODUCT AS OF THE DAY PARTICIPANT ADDS SAID OPTIONAL PRODUCT). APPLICABLE STATE STATUTORY LAW TO THE CONTRARY SHALL GOVERN.**

Participant will be charged for any optional products added in the Middle of the Term, or in the Middle of a Renewal Term, at the end of the Term (as defined below), or Renewal Term (as defined below), in which the optional product was added on the form of payment provided in Participant's Application. Any optional products added in the Middle of the Term, or in the Middle of a Renewal Term, shall automatically be included in subsequent Renewal Term(s) (as defined below).

Optional products include, but are not limited to, tolls product, additional drivers, child

seats, and ski racks. Please note some optional products, such as adding an additional driver, requires the additional driver to go to the branch in person and present their driver's license. More information on additional drivers can be found [here](#).

**b. Excluded Optional Products.**

Participant hereby acknowledges Participant will be prohibited from purchasing Emergency Sickness Protection for any rental that is via Sixt+. Participant may also be limited from purchasing certain optional products, or from purchasing certain optional products at a certain time, as described in these Terms and Conditions. Among those products that are prohibited from being purchased in the Middle of the Term or in the Middle of a Renewal Term include, but are not limited to, , damage waivers and any insurance products.

**c. Removing Optional Products**

Participant may elect to remove optional products except for damage waivers and what is listed in Section 8.f, subject to other limitations contained in these Terms and Conditions, at any time by calling Sixt or visiting a Sixt location. Subject to applicable state law, despite losing the benefits of the optional product, Participant will not receive a refund for the remaining portion of the Term (as defined below), or then current Renewal Term (as defined below), in which the optional product was removed. Any state law to the contrary shall govern. The optional product will automatically be removed from subsequent Renewal Term(s) (as defined below).

**10. Renewal Rental Agreements**

Participant hereby acknowledges that if Participant fails to terminate their Sixt+ program in accordance with Section 14.b below, that at the beginning of each Renewal Term (as defined below) Participant will be sent via email, to the email address provided in Participant's Application, a new Rental Agreement for the new Renewal Term (as defined below). By agreeing to these Terms and Conditions, and by executing the first Rental Agreement in accordance with Section 7, Participant hereby agrees that the new Rental Agreement shall be agreed upon by Participant at the time Participant receives the same via email, to the email address provided in Participant's Application, as if Participant signed and executed same.

Participant shall execute a new Rental Agreement and shall sign such an agreement while at Participant's selected branch or the applicable branch listed on Sixt's FAQ's (<https://www.sixt.com/plus/faqs/vehicle-pickup/>) for any Participant who chose the delivery option if: (i) Participant is required to return or exchange their Sixt vehicle in accordance with Section 8.g above, and Participant subsequently receives a new vehicle; or (ii) Participant needs to return to the branch because Participant chose to add an optional product that requires Participant to return to the branch, in accordance with Section 9.a above.

**11. Fees**

**a. Enrollment Fee.**

Sixt will charge Participant a non-refundable (subject to Participant's limited right to a refund in Section 7) Enrollment Fee (the "Enrollment Fee"), upon Sixt's acceptance of a Participant's Application as stated in Section 6 above. The applicable Enrollment Fee can be found on the Sixt+ website and was disclosed to, and agreed upon, by Participant in their Application. If a Participant terminated their Sixt+ program under their limited right in Section 7, a full refund of the Enrollment Fee shall be issued to Participant. However the cancellation fee is still charged.

**b. Monthly Rate**

For each Term (as defined below) and Renewal Term (as defined below) Participant will be charged a monthly rate (the "Monthly Rate"). The amount of the Monthly Rate will depend on the car category selected by Participant in their Application. The Monthly Rate will be provided in Participant's Application. The Monthly Rate will be charged regardless of whether Participant rents a vehicle during the applicable Renewal Term (as defined below), subject to the cancellation policy in Section 7. For clarification purposes, the Participant will be charged the cancellation fee only for the initial Term if Participant cancels, but for any Renewal Term or middle of initial Term cancellation, Participant shall be charged the full Monthly Rate. The Monthly Rate shall be due and charged at the beginning of the Term (as defined below) or Renewal Term (as defined below), as applicable, as described further below in Section 13.a and 13.b. If Participant pauses the Sixt+ program in the Middle of the Term or Renewal Term, Participant will still be liable for the entire monthly amount due. In accordance with Section 6, there is a one (1) month commitment commencing on the date Participant indicates in their Application they will pick up the vehicle or, if applicable, the date which Participant chose for the delivery of the vehicle. After the Term (as defined below), and the first two Renewal Terms (as defined below), Sixt reserves the right, in its sole discretion, to change the Monthly Rate with at least twenty (20) days' prior written notice to Participant. If Participant does not agree with the new Monthly Rate, Participant may terminate their Sixt+ program

**c. Taxes**

Participant will be charged taxes, surcharges, and other fees for Sixt+, based on factors, such as, Participant activity and the tax jurisdiction in which the vehicle was made available to Participant during each Term (as defined below) and Renewal Term (as defined below). Tax charges will be charged to the customer concurrently with the Monthly Rate. Sixt reserves the right to change surcharges and other fees, such as vehicle licensing fee in their sole discretion. If fees outside of Sixt's control change, Participant is responsible for the new fees upon the next applicable renewal term.

**d. Miscellaneous Fees**

Participant shall also be responsible for fees and penalties that are enumerated in each specific Rental Agreement, unless such a specific fee or penalty is specifically excused by these Terms and Conditions (the "Miscellaneous Fees"). These Miscellaneous Fees include, but are not limited to, tolls, speeding tickets, parking tickets, etc. Miscellaneous Fees shall be charged to Participant separately from those fees

enumerated in Section 12.a – 12.c.

## 12. Billing

### a. Form of Payment.

For all Fees enumerated in Section 11, unless otherwise restricted by applicable law, Participant shall be charged for said Fees via the payment method Participant provided in their Application. Participants may update their payment method by updating their payment information in the Sixt app. Not every credit card or form of payment may be accepted, more information can be found on the Sixt website.

### b. Initial Fees.

As enumerated above in Section 6, Sixt shall charge Participant for the Enrollment Fee and for the Monthly Rate for the Term (as defined below) immediately upon Sixt accepting Participant's Application.

### c. Monthly Rate and Taxes.

On the first day of each Renewal Term (as defined below), Participant will be charged, on their form of payment described in Section 12.a, the applicable Monthly Rate for the Renewal Term (as defined below) and taxes for the Renewal Term (as defined below).

### d. Miscellaneous Fees

Miscellaneous Fees due to Sixt will be charged to Participant per the terms of each specific Rental Agreement. Sixt shall notify and charge Participant any Miscellaneous Fees within a reasonable time of Sixt receiving notice of such Miscellaneous Fees.

### e. Failure to Make a Payment

Sixt will notify Participant if Participant defaults in paying any of the Fees owed as enumerated in Section 11. In the event of default of payment, Participant must remedy the default and provide adequate payment within three (3) days of receipt of that notice of default. If Participant fails to provide adequate payment within those three (3) days, Participant must immediately return any Sixt vehicle in their possession to the applicable Sixt branch, and Sixt may, in its sole and absolute discretion, terminate Participant's Sixt+ program, effective upon written notice to Participant.

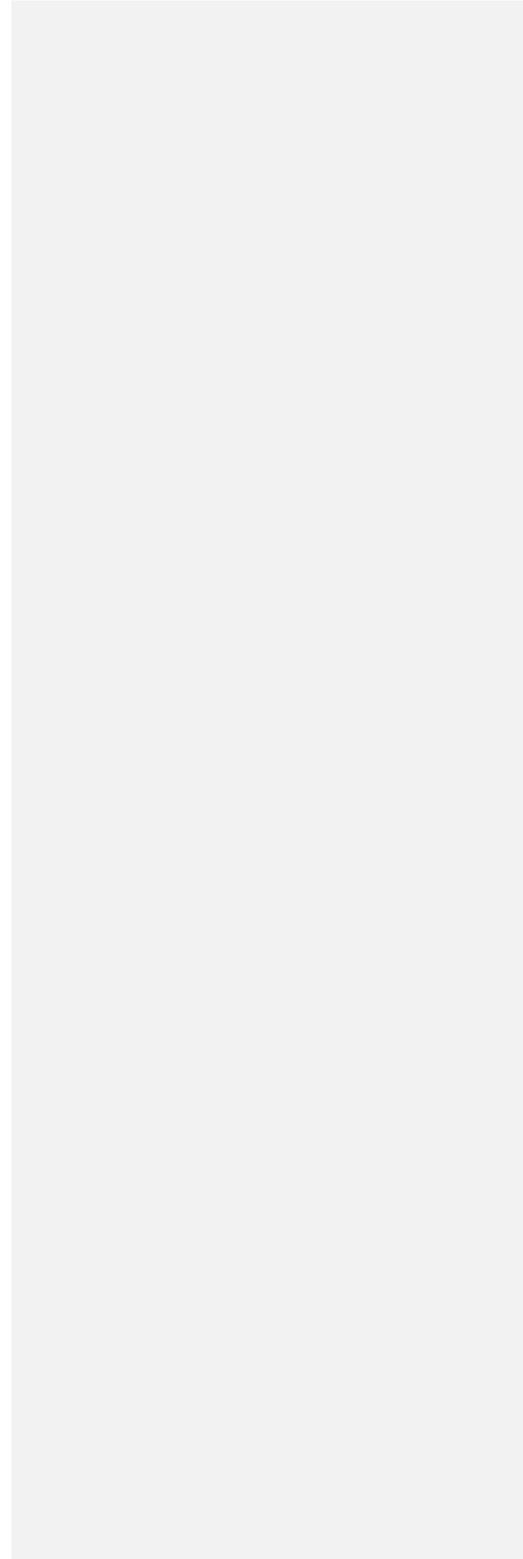
### f. Repeated Failures of Participant Duties

Should Participant fail to make payment when due or fail to return or exchange the vehicle when due, Sixt will notify Participant of such default, on the first instance. After the first instance and notification to Participant, Sixt shall, in its sole discretion, have the immediate right to terminate this Agreement, effective upon written notice, if Participant fails to make payment when due on more than one (1) occasion or if Participant fails to return or exchange the vehicle when due on more than one (1) occasion or in Sixt's sole discretion. In the event the Agreement is terminated pursuant to this Section 12.f, Participant shall immediately return any Sixt vehicle in their possession to the applicable Sixt branch.

### **13. Term and Renewal Terms**

#### **a. Term**

Participant's Sixt+ program, and the applicability of these Terms and Conditions, shall commence immediately upon Sixt's communication to a Sixt+ applicant that they have been accepted into Sixt+ and are now a Participant. The term of Participant's Sixt+ program and these Terms and Conditions shall continue in full force and effect until



the one (1) month calendar anniversary from the date of Participant’s first Sixt+ rental, in accordance with Section 6 (the “Term”). In accordance with Section 6 above, the initial Term shall begin on the date Participant indicates they will pick up the vehicle on their Application or, if applicable, on the date Participant chose for the delivery of Participant’s vehicle. Should Participant choose to wait longer, pick up, or accept delivery of the vehicle at a later time, the Term will still begin on the date Participant originally selected for pick up or delivery of the vehicle in their Application.

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**b. Renewal Term(s)**

**Following the Term, Participant’s Sixt+ program and these Terms and Conditions shall AUTOMATICALLY renew for additional, successive one (1) calendar month terms (each, a “Renewal Term(s)”) unless terminated in accordance with the terms of Section 14 below.**

**14. Termination**

**a. Termination by Sixt**

Sixt may terminate this agreement, in its sole discretion, in accordance with Sixt’s rights afforded to Sixt in Sections 2, 5, 12e 12f, and any other breach of these Terms and Conditions or the Sixt Rental Agreement. Sixt may terminate this Agreement with or without cause upon no less than thirty (30) days’ advance written notice to Participant. However, Sixt may, in its sole discretion, terminate this Agreement immediately upon written notice to Participant if Participant materially breaches these Terms and Conditions and fails to cure such breach, if curable, within ten (10) days. This Agreement will automatically be terminated if a Participant pauses the Sixt+ program for more than ninety (90) days.

**b. Termination by Participant**

Participant may not terminate their Sixt+ program prior to the expiration of the Term. Participant may terminate their Sixt+ program at the end of the Term, or thereafter, by returning their vehicle to the location selected in their Application or to the applicable location found in Sixt’s FAQ’s (<https://www.sixt.com/plus/faqs/vehicle-pickup/>) if Participant originally chose the delivery option, at, or prior too, the time and date stated as the “Due In” time on Participant’s applicable Rental Agreement.

**15. Privacy**

The information a Participant provides or otherwise makes available to Sixt is stored and used in accordance with Sixt’s privacy policy, which may be amended from time to time in Sixt’s sole discretion. Sixt’s privacy policy can be found at <https://www.sixt.com/privacy>.

**16. Electronic Consent and Communication.**

To the fullest extent permitted by applicable law, these Terms and Conditions and any notices or other communications (including, without limitation, by e-mail) regarding access to and/or use of the Sixt+, may be provided to Participant electronically, and Participant hereby agrees to receive electronic communications from Sixt in an electronic form. Electronic communications may, and will, be delivered to the email address that Participant provided to Sixt in their Application. All Communications in either electronic format will be considered to be in "writing." Participant expressly agrees that any notice or other communications required under these Terms and Conditions may be given in email form. In addition, Participant expressly agrees that it Participant's sole responsibility to keep Participant's email address accurate and up-to-date by providing Sixt with written notice of any changes to the same, and that Sixt may reasonably assume that any communications sent to an email address provided will be received Participant. Participant's consent to receive communications electronically is valid until Applicant revokes his or her consent.

By clicking the applicable checkbox and then clicking the "Order and Pay Now" button or similar button applicable to these Terms and Conditions, Participant expressly agrees to both the these Terms and Conditions and the electronic signature relating to Participant's Sixt+ program, applicable reservations, and applicable rentals.

#### **17. Limitation of Liability**

**EXCEPT FOR OBLIGATIONS TO MAKE PAYMENTS UNDER THESE TERMS AND CONDITIONS OR LIABILITY FOR INDEMNIFICATION, IN NO EVENT SHALL SIXT, OR ANY OF ITS REPRESENTATIVES, BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF (i) WHETHER SUCH DAMAGES WERE FORESEEABLE, (ii) WHETHER OR NOT SIXT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (iii) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. NOTWITHSTANDING ANYTHING TO THE CONTRARY, TO THE FULLEST EXTENT PERMITTED BY LAW, SIXT SHALL MAINTAIN THE RIGHT TO PURSUE PARTICIPANT FOR LOSS OF USE, DIMINISHMENT OF VALUE AND ADMINISTRATIVE FEES. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, NOTHING IN THIS AGREEMENT LIMITS OR DISCLAIMS ANY WARRANTY OR LIABILITY THAT CANNOT BE LIMITED OR DISCLAIMED PURSUANT TO APPLICABLE LAW. DESPITE SECTION 25 THE INDEMNIFICATION PROVISION IN THE RENTAL AGREEMENT IF APPLICABLE SHALL SUPERSEDE THIS SECTION.**

#### **18. Arbitration Agreement and Class Action Waiver.**

**PARTICIPANT AND SIXT EACH WAIVE THEIR RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION PURSUANT TO THE FOLLOWING TERMS.** PARTICIPANT AND SIXT AGREE TO ARBITRATE ANY AND ALL CLAIMS, CONTROVERSIES OR DISPUTES OF ANY KIND (“CLAIMS”) AGAINST EACH OTHER, INCLUDING BUT NOT LIMITED TO CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS, OR OUR PRODUCTS AND SERVICES, CHARGES, ADVERTISEMENTS, OR RENTAL VEHICLES INCLUDING WITHOUT LIMITATION CLAIMS BASED ON CONTRACT, TORT (INCLUDING INTENTIONAL TORTS), FRAUD, AGENCY, NEGLIGENCE, STATUTORY OR REGULATORY PROVISIONS OR ANY OTHER SOURCE OF LAW. THE ARBITRATOR, AND NOT ANY FEDERAL, STATE OR LOCAL COURT OR AGENCY, SHALL HAVE AUTHORITY TO RESOLVE ANY AND ALL DISPUTES RELATING TO THE INTERPRETATION, APPLICABILITY, ENFORCEABILITY OR FORMATION OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY CLAIM THAT ALL OR ANY PART OF THESE TERMS AND CONDITIONS ARE VOID OR VOIDABLE. PARTICIPANT AND SIXT AGREE THAT NO CLAIMS WILL BE ASSERTED IN ANY REPRESENTATIVE CAPACITY ON A CLASS-WIDE OR COLLECTIVE BASIS, THAT NO ARBITRATION FORUM WILL HAVE JURISDICTION TO DECIDE ANY CLAIMS ON A CLASS-WIDE OR COLLECTIVE BASIS, AND THAT NO RULES FOR CLASS-WIDE OR COLLECTIVE ARBITRATION WILL APPLY.

The Parties agree, however, that either party may bring an individual action in a small claims court with valid jurisdiction provided that the action is not made part of a class action, private attorney general action or other representative or collective action. The parties also agree that claims involving a third-party insurance company separately providing coverage to you, bodily injury claims, or claims relating to the application of your financial responsibility relating to the use or operation of Vehicle, may be brought in a court with valid jurisdiction.

**19. Dispute Resolution Procedure.**

Before asserting a claim in any proceeding, Participant and Sixt agree that either party shall give the other party written notice of any claim to be asserted thirty (30) days before initiating a proceeding and make a reasonable good faith effort to resolve the claim. If Participant is intending to assert a claim against Sixt, Participant must send the written notice of the claim to Attention: Corporate Creations International Inc., 801 US Highway 1, North Palm Beach, FL 33408. If Sixt is intending to assert a claim against Participant, Sixt will send the written notice of the claim to Participant at Participant’s address appearing in our records. No demand for arbitration may be made after the date when the institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statute of limitation.

NO SETTLEMENT DEMAND OR SETTLEMENT OFFER USED PRIOR TO ANY LEGAL PROCEEDING MAY BE USED IN ANY SUBSEQUENT PROCEEDING INCLUDING AS EVIDENCE OR AS AN ADMISSION OF ANY LIABILITY OR DAMAGES (OR LACK THEREOF) AND SHALL REMAIN CONFIDENTIAL BETWEEN PARTICIPANT AND SIXT.

If Participant and Sixt do not resolve the claim within thirty (30) days after the above-described notice is received, either party may commence an arbitration by filing a demand for arbitration with the American Arbitration Association (“AAA”) pursuant to its Consumer Arbitration Rules. Claims will be resolved pursuant to the AAA’s Commercial Consumer Arbitration Rules in effect at the time of the demand, as modified by these Terms and Conditions, however, a single arbitrator will be selected according to AAA’s Consumer Arbitration Rules. The AAA rules can be found at [www.adr.org](http://www.adr.org).

This arbitration agreement is subject to the Federal Arbitration Act. The arbitrator has no authority to join or consolidate claims, or adjudicate joined and consolidated claims. The Parties agree that the arbitrator’s decision and award will be final and binding and may be confirmed or challenged in any court with jurisdiction as permitted under the Federal Arbitration Act.

If Participant is an individual, in the event that (1) your claim is less than \$10,000, and (2) you are able to demonstrate that the costs of arbitration will be prohibitive as compared to costs of litigation, Sixt will pay as much of Participant’s filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation. Participant is responsible for all other costs/fees that Participant incurs in arbitration (e.g. fees for attorneys, expert witnesses, etc.).

If any portion of this “Dispute Resolution Procedure” section or the “Arbitration Agreement and Class Action Waiver” section are deemed to be invalid or unenforceable or is found not to apply to a claim, the remainder of this “Dispute Resolution Procedure” section and the “Arbitration Agreement and Class Action Waiver” section remain in full force and effect. However, if the “Arbitration Agreement and Class Action Waiver” section is deemed unenforceable, any class action claim(s) must proceed in a court of competent jurisdiction.

## **20. Applicable Law.**

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida.

## **21. Amendments**

Sixt reserves the right to change these Terms and Conditions from time to time. We will give notice of material changes to Participants. Notice to the Participant will be considered given in the first instance of when such notice is provided by email to the Participant's email address on file with Sixt (the email Participant indicated in their Application). Participants agree that all changes to the Terms and Conditions will be effective and binding on the effective date indicated in the notice, which at a minimum should be ten (10) days following the notice. Participants have the option of terminating their Sixt+ program if Participant does not wish to accept any change to the Terms and Conditions, in accordance with Participant’s right to do so in Section 14.b. Such termination is subject to the other applicable rules set forth in these Terms and Conditions. If a

Participant does not terminate their Sixt+ program within ten (10) days following notice of any changes the Participant will be deemed to have accepted the changes set out in the notice.

## **22. Assignment**

Participant may not assign or transfer the rights of their Sixt+ program in whole or in part under any circumstances. Doing so without the consent of Sixt will be void and of no force and effect.

## **23. Survival**

The expiration or termination of Participant's Sixt+ program, shall not relieve either party from the obligations contained herein which accrue prior to the expiration or termination of the same, all of which shall survive the Agreement.

## **24. Waiver**

Any waiver by any party hereto of a breach of any provision of these Terms and Conditions shall not operate or be construed as a waiver of any other provision hereof and shall not be effective at all unless in writing. A waiver of any of the terms hereof shall not be construed as a general waiver by either party and such waiving party shall be free to reinstate any such term or condition with or without notice to the other party.

## **25. Entire Agreement**

These Terms and Conditions, including any Rental Agreement, and Sixt's privacy policy as defined in Section 15, sets forth the entire and exclusive agreement between the Parties as to the subject matter hereof and supersedes all prior and contemporaneous understandings, negotiations and agreements, whether written or oral, between the Parties regarding the subject matter hereof. The terms of each Rental Agreement are hereby expressly incorporated into and made a part of these Terms and Conditions. IN THE EVENT OF ANY CONFLICT BETWEEN THESE TERMS AND CONDITIONS AND THOSE OF ANY RENTAL AGREEMENT, THE TERMS OF THIS AGREEMENT WILL SUPERSEDE AND CONTROL.

## **26. Sixt + BMW X3 or X5 MY24 or Newer Promo**

For a limited time, Sixt + Customers can book an LFAM (BMW X3) for a Monthly Rate of \$719.00 or an XFQR (BMW X5) for a Monthly Rate of \$849.00. This offer is only valid for Sixt+ customers. This offer is valid for reservations booked between August 19, 2025, through December 13, 2025, with reservations to pick up the vehicle between August 21, 2025, and December 15, 2025. This promotion ends in March 2026 after the previous 30-day rental period expires (for example, if booked for pickup on December 15, 2025, the rate will apply through March 2026 until the rental period is set to expire or start again). Once the promotion expires, Monthly Rates will return to their standard prices [LFAM (BMW X3) \$889.00 Monthly Rate; or XFQR (BMW X5 = \$899.00 Monthly Rate)]. All taxes, fees, surcharges and extras are not included in this offer. This promo only applies to the BMW model year 2024 or newer X3's or X5's. Extras (e.g. additional protection packages, baby seat, GPS, insurance products, etc.) are excluded from the offer. This promo may not be used in conjunction with any other promotions or corporate rates, which are excluded from this offer. Customer must meet SIXT age, driver and credit requirements. Minimum age may vary by location and car category. An additional daily surcharge may apply for renters under 25 years old. Offer subject to change without notice. All rentals and reservations are subject to SIXT's rental information and Sixt + terms and conditions, however, these promotion terms and conditions will supersede any contradictory terms contained therein.

**27. Refer a Friend**

If and when applicable, Sixt + Customers may refer a friend to join Sixt + by sending them a link via text message with personalized promotion codes. This text should not be shared publicly but only sent to close friends, family members, or colleagues. By participating, you agree that all messages are sent voluntarily by you and not by Sixt. You are solely responsible for any carrier messaging or data charges that may apply. Please only send your code to personal contacts who would reasonably welcome the referral.

When your referred contact signs up for a Sixt+ Subscription using your unique code, you and the referred subscriber will each receive a \$50 credit applied to your Sixt+ Subscription. Credits have no cash value, are non-transferable, and may only be applied toward active Sixt+ Subscription fees. The validity of the promotion code is limited to 10 redemptions for each referring SIXT+ subscriber.

Sixt reserves the right to modify, suspend, or terminate this promotion at any time, and to disqualify any participant suspected of misuse, spam messaging, or fraudulent activity. Participation in this program constitutes acceptance of these terms.