

General terms and conditions of your SIXT+ unlimited contract (multi-country mobility subscription service)

These General Contractual Terms and Conditions of Rental for SIXT+ unlimited (“SIXT+ unlimited GCTC”) govern the rights and obligations inherent in all contractual relationships within which Sixt rent-a-car AG, Schwarzwaldallee 242, CH-4058 Basel (hereinafter referred to as “Sixt”) provides a mobility subscription service to customers in connection with the temporary use of vehicles within the scope of the “SIXT+ unlimited” product as well as all related services (“SIXT+ unlimited Services”).

1. Scope

1.1. Scope of application

1.1.1. The SIXT+ unlimited Services are subject to these SIXT+ unlimited General Contractual Terms and Conditions (GCTC) and, in addition, to the General Terms and Conditions (GTC) of the company operating the SIXT+ unlimited centre in the version valid at the time of vehicle hand-over. Should any contradictions or ambiguities arise between these SIXT+ unlimited GCTC and the General Terms and Conditions of Rental (GTC) of the company operating the SIXT+ unlimited centre, these SIXT+ unlimited GCTC shall take precedence.

1.1.2. Any other deviating, conflicting or supplementary general terms and conditions of the Customer do not apply, even in cases, for instance, where Sixt does not expressly rule out the validity thereof or where Sixt provides the services without reservation whilst being aware of the Customer’s general terms and conditions.

1.2. Updates

1.2.1. Sixt may update these SIXT+ unlimited General Contractual Terms and Conditions (GCTC) from time to time and make further changes to the SIXT+ unlimited Services offered at its discretion.

1.2.2. SIXT+ unlimited Services are subject to the SIXT+ unlimited General Contractual Terms and Conditions (GCTC) applicable at the time of contract commencement. Sixt may make changes to the SIXT+ unlimited General Contractual Terms and Conditions (GCTC) and/or the SIXT+ unlimited Services to be rendered under the contract to the extent that such changes do not put the Customer at an inappropriate disadvantage.

1.2.3. As far as is reasonable, Sixt shall inform the Customer in advance of planned changes and of their right to reject these changes during the current rental relationship in an appropriate way (e.g., by e-mail) and within a reasonable period of time. In the notification of changes, Sixt shall also provide information regarding where the Customer must send their rejection and what consequences will result if the Customer does not reject said changes. The changes are deemed accepted by the Customer if they do not reject them within 30 days.

2. Vehicle use and Sixt services

2.1. By paying a monthly mobility subscription service fee (“mobility subscription service fee”) and, if applicable, a sign-up fee, the Customer may – at no further charge – rent a vehicle in the contractually agreed vehicle category from any participating SIXT+ unlimited centre including benefits and included services, and return it to or exchange it at the same centre (“mobility subscription service”). Sixt may at

any time update and change the list of participating SIXT+ unlimited centres and other benefits and included services offered as part of the mobility subscription service.

2.2. Collecting and swapping a vehicle

2.2.1. The collecting and swapping of a vehicle requires a prior reservation made no later than 48 hours prior to the intended collection time (subject to vehicle availability). For bookings made at shorter notice, an additional fee will be charged in accordance with the price list valid at the time of booking.

2.2.2. When picking up a vehicle, the Customer enters into a contract at the SIXT+ unlimited centre with the company operating that SIXT+ unlimited centre. No additional fee is incurred for this. The individual contract may not exceed a duration of 30 days; i.e., the Customer is required to take out a new contract no later than 30 days after picking up a vehicle and, if necessary, to exchange the vehicle in order for Sixt to be able to check the vehicle, carry out maintenance, etc.

2.2.3. The 30-day period starts on the day the vehicle is handed over. A vehicle exchange should take place, at the latest, on the 30th day of the rental period. Depending on the mileage or holding period of the vehicle supplied to the Customer, it may be necessary to swap a vehicle provided to a Customer for a different vehicle of equal value during the rental period. The Customer shall be informed in good time about the need to swap the vehicle and is obliged to return the vehicle at the stipulated time and to the stipulated Sixt centre as well as to comply with any other measures required of them for the vehicle swap.

2.2.4. If the Customer fails to return the vehicle or fails to return the vehicle on time on the specified date, a service fee shall be payable to the company operating the SIXT+ unlimited centre in question. The service fee shall be payable in accordance with both the local list of fees applicable to the relevant SIXT+ unlimited centre and the SIXT+ unlimited price list applicable at the time of the planned vehicle handover. The service fee will not be charged if the Customer can prove that they are not responsible for the occurrence of the circumstances giving rise to the service fee or that Sixt did not incur any costs or that the costs actually incurred are significantly lower than the service fee as stipulated in the price list. Sixt is entitled to assert a claim for compensation for damages.

2.2.5. The excess reduction protection option is only available on a limited basis for vehicles received in the UK and Switzerland. The General Terms and Conditions (GTC) of the company operating the SIXT+ unlimited centre apply here, as well as the local SIXT+ unlimited price list valid at the time the contract is signed.

3. A one-off sign-up fee ("sign-up fee") is charged when signing the contract for taking out the mobility subscription service; this sign-up fee is in accordance with the SIXT+ unlimited price list depending on the selected vehicle category, and is payable together with the contractually agreed mobility subscription service fee for the first billing period regardless of the respective term. The Customer is not entitled to a refund of the sign-up fee, except in cases specified by law.

4. Additional services not included in the mobility subscription fee according to the price list (such as fuel, protection products, deliveries/collections etc.) are charged separately by the company operating the SIXT+ unlimited centre. If the vehicle is returned and exchanged at a centre in a country other than that from which the vehicle was picked up, an international one-way fee may apply. The fee shall be charged separately by the company operating the SIXT+ unlimited centre. The fee shall be payable in

accordance with both the local price list applicable to the relevant SIXT+ unlimited centre and the SIXT+ unlimited price list applicable at the time the (SIXT+ unlimited) contract is signed.

5. Under the SIXT+ unlimited contract, the Customer is only entitled to pick up one vehicle at a time. If one or more additional vehicles are picked up at the same time, these additional vehicle pick-ups are carried out within the framework of rentals by the company operating the SIXT+ unlimited centre. Such rentals are subject to valid local prices that apply at the time of such rentals.

6. The SIXT+ unlimited contract only covers one vehicle category available for the Customer to reserve during the term of the mobility subscription service. SIXT+ unlimited groups different vehicle models together within a vehicle category (from Compact (C) to Extraordinary (X)). The assignment of vehicle models to a vehicle category is made on the basis of the 1st letter of the ACRISS code, which can be viewed at <https://www.sixt.ch/acriiss-code/#/> (excluding Sports & Luxury Cars). There is no entitlement to a specific model, transmission, construction type, drive type, make or model variant within a vehicle category. However, the Customer has the option to choose one of the vehicle models available at that time during the reservation process. Vehicle categories can be changed by Sixt, for example by withdrawing a vehicle model from one vehicle category and moving it to another. Vehicle categories and the models they include may vary from country to country. Not all vehicle categories are available in all countries.

7. If a vehicle in the reserved vehicle category is not available, the Customer shall receive a free upgrade, subject to availability. Should no upgrade be available, the Customer shall receive a vehicle from a lower vehicle category.

8. The mobility subscription service is specific to one person and cannot be transferred to another person.

9. Kilometer allowance: 4,000 km per month. Additional kilometers driven will be invoiced every quarter in accordance with the SIXT+ unlimited price list valid at the time the contract was signed and will therefore increase the mobility subscription fee.

10. Expenditure relating to this SIXT+ unlimited contract and associated contracts cannot be taken into account for bonus programs (e.g., frequent flyer programs or Payback).

11. Monthly installments

11.1. The contractually agreed monthly installments as well as additional kilometer allowance for the mobility subscription service and any optional extra services provided by the company operating the SIXT+ unlimited centre must be settled in full.

11.2. The contractually agreed monthly installments for the mobility subscription service are normally charged periodically each month in advance, while the sign-up fee is due when the first rental fee is billed.

11.3. If the SIXT+ unlimited contract does not begin on the first day of a month, the first monthly installment will be billed on a pro-rata basis.

11.4. The monthly installments for the mobility subscription service must be settled in full even if the Customer does not actually pick up a vehicle to use temporarily or for the entire term of the contract.

11.5. If the Customer is in default of payment, they shall pay default interest at the statutory rate. Any further claims for damages remain unaffected. For each reminder, Sixt is entitled to charge a flat reminder fee of CHF 30.– incl. VAT.

12. Data protection

12.1. To reduce the risk of customers defaulting on payments, a credit check is carried out before the contract is signed and, if necessary, when the contract is amended. Sixt transmits personal data to credit agencies regarding the application for, performance of, and termination of this business relationship as well as data regarding behavior that is in breach of the contract or fraudulent behavior. The credit reference agencies may also process personal data for the purpose of profiling (scoring) to provide their contracting partners, e.g., Sixt, with information on creditworthiness assessments, among other things.

12.2. All data received by SIXT from the Customer or from other persons involved in the rental process are processed in accordance with the provisions of the Swiss Data Protection Act and the EU General Data Protection Regulation (GDPR), as applicable. Sixt is explicitly authorized by the Customer to process, in addition to his/her general personal details, all other data contained in his/her driving licence or an identification document (passport/ID) (incl. photos), communication data (in particular e-mail address), financial data (e.g., credit card data) as well as all other categories of personal data in accordance with our data protection declaration (<https://www.sixt.ch/privacy-policy/>) for the purposes stated in the data protection declaration. The Customer has the right to revoke the above consent at any time. The legality of the processing carried out on the basis of the consent until the revocation remains unaffected by the revocation.

12.3. Should the credit check be negative, Sixt reserves the right not to conclude a contract with the Customer or may terminate the contract with immediate effect without there being any breach of contract on the part of Sixt.

13. Conclusion of the contract, contract term and termination

13.1. The offer made available by Sixt online or via the sales department does not constitute a binding offer on the part of Sixt; instead, it constitutes an invitation to the Customer to submit a binding offer. If the Customer wishes to conclude a SIXT+ unlimited contract, they can do so either via the relevant online form or via a Sixt sales representative.

13.2. Online conclusion of contract: If the Customer concludes the SIXT+ unlimited contract online, the Customer makes a binding offer to Sixt to enter into a contract by completing their contact details and the configuration fields provided and by submitting the order by clicking on the order button "Order now" (or a button with similar wording). The Customer then receives confirmation of the order by e-mail, although this does not yet constitute the conclusion of the contract. The contract between Sixt and the Customer is concluded after a successful credit check and the Customer being contacted by Sixt and being instructed with regard to their Customer account. If Sixt rejects the Customer's offer, the Customer will receive notification by e-mail that no contract has been concluded.

13.3. Conclusion of contract through a sales representative: If the Customer wishes to conclude a SIXT+ unlimited contract via a Sixt sales representative, the sales representative can send the Customer a non-binding SIXT+ unlimited offer by e-mail. By completing this non-binding offer with their data and by signing the offer or clicking a clearly worded button (wording: "Order now" or similar), the Customer can

make a binding offer to Sixt to conclude a SIXT+ unlimited contract in line with the terms stated in the non-binding offer. The contract between Sixt and the Customer is concluded after a successful credit check and the Customer being contacted by Sixt and being instructed with regard to their Customer account. If Sixt rejects the Customer's offer, the Customer will receive notification by e-mail that no contract has been concluded.

13.4. The SIXT+ unlimited contract has a minimum term of three months.

13.5. Once the agreed minimum term has expired, the term of the SIXT+ unlimited contract shall be automatically extended by one month at a time unless the contract is terminated in text form by either party, subject to a notice period of two weeks to the end of the minimum term or to the end of the respective renewal period. However, termination of the contract by Sixt is possible at the earliest 3 months after the start of the contract.

13.6. Sixt reserves the right to amend the mobility subscription fee as a result of changes in the cost factors relevant for pricing, even during the term of the contract. Amendment of the mobility subscription fee will be communicated to the Customer before the change takes effect and is subject to a notice period of at least 8 weeks. In this case, the Customer is not entitled to claim compensation.

13.7. Should the conditions for extraordinary termination of a contract concluded with the company operating the SIXT+ unlimited centre be met (e.g., in the event of default of payment or in the event of the vehicle being used in breach of contract stipulations), Sixt is entitled to terminate the entire SIXT+ unlimited contract extraordinarily.

14. Upon termination of the SIXT+ unlimited contract, the Customer is obliged to return the vehicle made available to them, including all keys, at their own expense and risk to a Sixt centre within the country in which they received the vehicle.

15. Offsetting against claims made by Sixt is only possible in the case of undisputed claims or claims that are legally binding.

16. All agreements between the Customer and Sixt in relation to the SIXT+ unlimited contract must be in written form; this also applies to ancillary agreements and assurances as well as to amendments to the contract. Verbal agreements have not been made.

17. The Customer must immediately inform Sixt of any change of residence or company headquarters.

18. Swiss law is applicable to the exclusion of international private law. The place of jurisdiction shall be the city of Basel, unless there is a mandatory statutory place of jurisdiction. However, the vehicle rental company remains entitled to appeal to any other competent court.

19. Should any of the provisions of the rental contract be or become invalid or void in whole or in part, including these General Terms and Conditions (GTC), the validity of the remaining provisions shall remain unaffected. Any provisions that are invalid or have become invalid shall, in application of the contract, be replaced by provisions that come as close as possible to the purpose intended by the invalid provisions. In the event of contradictions, the German language text of the contract shall be decisive.

20. Contractual language: The language of the contract is German. As far as Sixt provides the customer with an English version of these SIXT+ unlimited GTC upon the conclusion of the contract, such version shall constitute only a non-binding translation and service by Sixt. In case of differences, ambiguities and contradictions between the German version and the English version of these SIXT+ unlimited GTC, the German version of these SIXT+ unlimited GTC shall prevail.

21. Name and address of the contracting company: Sixt rent-a-car AG, Schwarzwaldallee 242, CH-4058 Basel.

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