

# **General Terms and Conditions (GTC) for the intermediation of mobility services**

of

**SIXT GmbH & Co. Autovermietung KG  
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(hereinafter referred to as "Sixt")**

## **A. General information**

1. Subject Matter. These General Terms and Conditions ("GTC") apply (i) to the use of the mobile application ("Sixt-App") of Sixt and (ii) to the intermediation of the mobility and logistics service contracts ("Services") of mobility service providers cooperating with Sixt ("Service Provider(s)") via the Sixt-App.
2. Personal Scope. Within the meaning of these GTC, a "User" is a natural person or legal entity that uses the Sixt App, whether registered with Sixt for the use of the Services or with Sixt-App.
3. Consent to the GTC. By booking a Service from a Service Provider via the Sixt-App, the User accepts these GTCs. If the User is a legal entity, the persons acting on this entity's behalf shall ensure that they have sufficient power of attorney to represent the legal entity concerned.
4. Lack of validity of the User's General Conditions. The User's general terms and conditions shall not apply, even if Sixt does not expressly object to application of such general terms and conditions.

## **B. Use of Sixt-App**

1. Precondition for booking of the Services. The use of the Sixt-App and the reservation of Services are only authorized for natural persons with legal capacity (over 18 years of age), legal entities and private companies. Sixt reserves the right to request proof of age. The reservation of a Service by a legal entity or a private company can only be made by a legal representative with sufficient power of attorney and which must be named in person.
2. Sixt-App rights of use. Sixt grants the User a non-exclusive, non-transferable and non-sublicensable right, which can be revoked at any time, to use Sixt-App and the content made available via Sixt-App as intended, in particular to obtain information about the Services and to conclude contracts with service providers.
3. Restrictions on Use. The information, documents, brands and other content of the Sixt-App application may not be modified, copied, reproduced, sold, rented, used, supplemented or used in any other manner without the prior written consent of Sixt. The User is prohibited from automatically searching for and/or copying content and data in Sixt-App and/or using this content and data for his own commercial purposes. Other than the rights of use or other rights expressly granted hereunder, the User is not granted any other right of any kind whatsoever, in particular with regards as to the company name or industrial property rights, such as the patents, designs, models or registered trademarks of Sixt.
4. Passwords. The User is required to keep his password secret. He is not entitled that his member account is used by third parties. If the User is aware, or has reason to suspect, that third parties have access to his access data or have obtained, or could obtain, access to his member account, he is required to notify Sixt immediately. Sixt is then entitled to block the member's account until the facts have been clarified.

5. Liability for misuse of the member's account. The User is liable towards Sixt for all actions carried out through his member account, unless the User is not responsible for said actions.

### **C. Service contracts - contractual relations and conclusion of contracts**

1. Contractual relations. Sixt allows the User to book Services with Service Providers ( e.g. e-scooters, bicycles, e-scooters) according to the offer in the Sixt-App. Sixt is not the contractual partner of the User for the provision of the Services. Sixt only mediates a contract to the User for the use of the Services of the Service Provider ("Service contract"). The exclusive contractual partner of the User under the Service Agreement for the Services is the Service Provider. The User is not entitled to the procurement or to the conclusion of a Service contract. Sixt is not authorized to accept declarations of intent of the User that are addressed to the Service Provider. For the use of the Services, the general terms and conditions of the respective Service Provider apply. Consequently, Users shall have exclusively claims against the Service Provider for, or in connection with, the provision of the Services.
2. Conclusion of Service contracts. The Service contracts between the User and the Service Provider are concluded via the Sixt-App as follows: firstly, the User selects the Service he requires (for example, rental, sharing or transport services) and selects the desired means of transport (for example, an e-scooter) in the Sixt-App. The price of the Service is displayed. The User can then verify and correct the details of his request for Services before submitting a reservation request ("Reservation Request") by clicking on the "Start Trip" field or a field with similar details. If the User submits a reservation request via the Sixt-App, he makes an offer to conclude a Services contract with the Service Provider. At the same time, the User confirms when using the respective means of transport that he will comply with all applicable traffic and road safety regulations and also with the other applicable legal regulations. The Service contract between the User and the Service Provider is concluded when the User presses the corresponding button in the Sixt app to start the Service, e.g. by pressing the field "Open" or "Unlock".
3. Information about the Services. Information and content relating to the Services is provided by the respective Service Providers. The respective Service Provider is responsible for the completeness, correctness and legality of this information and content.

### **D. Charges and payment**

1. Intermediation fees. The intermediation of the Services by Sixt to the User is free of charge for the User.
2. Payment to the Service Provider. The User pays the remuneration for the Service to the Service Provider using the payment method selected by the User during the registration or booking process.
3. Confirmation of payment and invoice. Sixt will send the User a payment confirmation on behalf of the Service Provider after the payment has been processed. Upon request of the User, Sixt will ask the relevant Service Provider to submit to the User an invoice for the Service rendered.

#### **E. Liability of Sixt under these GTC and of the Service Provider under the Service contracts.**

1. Sixt is liable to the User exclusively in accordance with this clause E. Sixt is not responsible for acts and omissions of the Service Providers, particularly in connection with the conclusion or performance of a Service contract. The Service Providers or its employees, or the subcontractors engaged by the Service Providers, are neither executing agents nor subcontractors of Sixt.
2. Sixt shall be liable without limitation according to statutory law in all cases for damages caused intentionally or through gross negligence by Sixt, its employees and vicarious agents, for the fraudulent concealment of defects, for the express issuing of a warranty and for damages resulting from injury to life and limb or to health.
3. Sixt shall be liable for other damages only if there is a breach of an obligation, the performance of which is essential for the proper performance of the contract, and which the User can lawfully invoke (cardinal duties). However, in this case the liability of Sixt shall be limited to damages that are typical and foreseeable under the contract. Any liability under the product liability law remains unaffected.
4. Sixt is not responsible for any obligations arising from the Service contracts. In particular, Sixt is not responsible for compliance with public law or legal provisions concerning the Service Provider.
5. Sixt shall not be liable with respect to the correctness, reliability, completeness and up-to-date nature of the content and programs provided in the application by a third party, or with respect to any damages resulting therefrom.

#### **F. Protection of login details and PIN; Update of residing and registration address; Drivers License; Reporting obligation in case of driving license withdrawal**

1. The User determines a PIN for the usage of the digital services (e.g. SIXT share, renting E-Scooter, bicycles), which the User shall not disclose to third parties and which the User shall sufficiently protect from the access of third parties. This PIN enables the start of Service contracts for vehicles via the Sixt App. Written records of the PIN shall not be stored nearby to the login details and not be saved unsecured on the smartphone. If the PIN gets lost, Sixt must be notified immediately per e-mail at [contact@sixt.com](mailto:contact@sixt.com). The login details and the PIN shall not be disclosed to third parties (including members of the family and household). For each culpable breach of the obligation not to disclose the access data, the User is obliged to pay a contractual penalty in the amount shown on the tariff page (see <https://www.sixt.com/share/rates/germany/##> and there under "Contractual penalties").
2. If the User wishes to use Services for which a valid driver's license is required, the User is obliged to present its driver's license to Sixt before the start of a Service contract in accordance with the process specified by Sixt. Sixt requests at regular intervals that the User proves that he has a valid driving license.

3. The User is obliged to inform Sixt via e-mail (driving-license@sixt.com) of the revocation of his/her driving license, as well as regarding all circumstances with regards to a restriction on the driving license (for example, restriction of the driving license, temporary seizure or confiscation of the driving license or a judicial or official driving ban). Upon revocation of the driving license or the occurrence of other circumstances being a restriction on the driving license (for example, restriction of the driving license, temporary seizure or confiscation of the driving license or a judicial or official driving ban), the User is prohibited from using the app for renting any vehicles. If one of the aforementioned circumstances occurs, the right to drive a rented vehicle shall terminate or be suspended immediately.

## **G. Final provisions**

1. Force majeure. If unforeseeable events or circumstances beyond the control of Sixt respectively the Service Providers (constituting force majeure) make the fulfilment of its respective contractual obligations impossible, Sixt or the Service Provider, whoever is concerned, will be released from its contractual obligations to perform. Force majeure events include, in particular, the interruption or failure of the Internet or other networks, telecommunications connections, power supply or infrastructure, and also the failure of suppliers, and storms.
2. Applicable Law. The Laws of the Federal Republic of Germany, excluding the rules of the United Nations Convention on Contracts for the International Sale of Goods and German private international law, shall apply.
3. Competent jurisdiction for traders. For users who are acting as a businessman, Munich shall be the exclusive place of jurisdiction.
4. Alternative dispute resolution under the Consumer Dispute Resolution Act. The European Commission has set up a platform for the out-of-court online dispute resolution of consumer disputes at <http://ec.europa.eu/consumers/odr/>. Sixt will not participate in such dispute resolution proceedings before a consumer arbitration board and is not obliged to do so.
5. Severability clause: Should any of the above terms and conditions be or become invalid or void in whole or in part, the validity of the remaining provisions shall remain unaffected. Section 139 of the German Civil Code (BGB) shall not apply.