Terms and Conditions of Hire

(T&A)
GENERAL CONTRACTING CONDITIONS FOR THE RENTAL OF VEHICLES

The present general conditions govern the contractual relationship between Sixt Rent a Car, (“the lessor”) and the client (“the lessee”), under which the first grants to the second the use of a vehicle for the term, price and other conditions set out in the Rental Contract.

A. APPLICABLE LEGAL REGULATIONS

1. These general contracting conditions are subject to the provisions of Royal Legislative Decree 1/2007 of 16 November in which approval is given to the revised text of the general Law for the protection of consumers and users and other complementary legislation, modified by law 3/2014, 27 March; to Law 44/2006 of 29 December for the increased protection of consumers and users, and to any other legislation which may come to replace, to supplement, or to amend the above, insofar as may be applicable.

2. The lessee is obliged to comply with the General Rental Conditions of the country where the service is being provided.

B. USE OF THE VEHICLE

1. The lessee agrees to use and drive the vehicle in fulfillment of the rules of the Highway Code in force in the place and at the time of the provision of service and according to the specifications of use of the vehicle type leased.

2. Throughout the term of the rental contract, the renter shall be under the obligation, at all times, to carry with him/her his/her copy of such contract.

3. In the event of the vehicle being used to transport under age passengers whose height is equal or under 135 cm, the renter must use child restraint devices as appropriate to each age group and place them in the vehicle in accordance with traffic regulations in force. The renter must also check, under his/her solely responsibility, that such child restraint devices are suitable for the vehicle and are properly used and installed in it. The owner assumes no liability resulting from any failure to use, install, or check the obligatory restraint device, or resulting from its incorrect use.

4. The vehicle may only be used on public roadways. The use of the vehicle in the following circumstances is expressly prohibited:

   a) The driving of the vehicle on unauthorized or unsurfaced roads, or roads whose condition is such that they pose a risk of the vehicle being damaged.
   b) Use of the vehicle to participate in races, speed and/or resistance tests, competitions or challenges of any kind.
   c) Use of the vehicle for driving practice purposes.
   d) Use of the vehicle in trials designed to test the strength of materials, accessories or products for cars.
   e) Use of the vehicle in the event of any hazard being present, and in particular when the warning lights on the dashboard are lit up.
   f) Use of the vehicle for the transportation of passengers in exchange for payment.
   g) Use of the vehicle in the committing of criminal acts, even when the act in question is only regarded as a criminal offence in the place where it was committed.
   h) The driving of the vehicle when the driver’s physical condition is impaired owing to the consumption of alcohol or drugs or due to fatigue or illness.
   i) Use of the vehicle to move or tow other vehicles or any other object.
   j) Use of the vehicle to transport toxic or inflammable substances or substances which are generally hazardous, and/or which breach currently applicable legislation.
   k) The transporting of the rented vehicle on board any kind of boat, train, lorry or aircraft, unless an express authorization from the owner has been obtained in writing.
   l) The driving of the vehicle within the grounds of ports, airports, aerodromes, and/or similar facilities which are closed to public traffic, and in the grounds or facilities of oil refineries and companies, unless an express authorization has been obtained in writing from the owner.

5. The renter must ensure that the load which the vehicle is carrying is correctly distributed and safely stowed and that the restrictions with respect to weight, quantity and/or volume permitted and reflected in the Driving Licence
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and/or Technical Inspection Report issued in respect of the Vehicle are adhered to at all times. Similarly, the renter undertakes not to transport more passengers than are permitted, as reflected in the Driving Licence and/or Technical Inspection Report in respect of the Vehicle.

6. The renter is banned from assigning, subleasing, leasing, mortgaging, pledging, or selling, or establishing any kind of security interest in, the vehicle, the rental contract, the keys to the vehicle, its documentation, features, tools and/or accessories and/or any other element or part of it; it is also banned from treating the above items in a manner which is damaging to the owner.

7. Below is information about countries where the rental vehicle cannot be taken and countries where certain models are not available for rental.

The choice of category or make of a vehicle may restrict entry to certain countries.

In order to classify these entry restrictions, the countries are divided into three zones.

Zone 1: Andorra, Austria, Belgium, Denmark, Finland, France, Germany, Gibraltar, Ireland, Italy, Liechtenstein, Luxembourg, Monaco, the Netherlands, Norway, Portugal, San Marino, Spain, Sweden, Switzerland, United Kingdom and Vatican City.

Zone 2: Croatia, Czech Republic, Estonia, Hungary, Latvia, Lithuania, Poland, Slovakia and Slovenia.

Zone 3: All countries not included in Zone 1 or Zone 2.

Jaguar, Maserati, Land Rover and Porsche vehicles may only enter Zone 1 countries, with the same restriction applying to vehicles in the Luxury Cars category.

Audi, BMW, Mercedes-Benz and Volkswagen vehicles up to Group L*** may only enter Zone 1 countries plus Poland and the Czech Republic, while Group X*** vehicles may only enter Zone 1 countries.

Vehicles of all other makes may only enter Zones 1 and 2.

Lorries, vans, minibuses and people carriers of any make may only enter Zone 1 and Zone 2 countries.

Vehicles belonging to the Luxury and Sports Cars categories can be found on https://www.sixt.es/sports-and-luxury-cars/

In the case of rentals in Spain, the movement of the vehicle from the mainland to the islands and vice versa and/or between the islands, and to Ceuta and Melilla, is expressly banned unless an express authorization has been obtained in writing from the owner.

The rental contract specifies the countries to which the rented vehicle must not be taken, and the countries for which certain vehicle models are not rented.

The renter is under the obligation to inform him/herself as to the specific traffic regulations in force in the countries to which he/she expects to travel and to comply with any obligations deriving from breaches of such regulations.

The renter is under the obligation to ascertain whether in the countries to which he/she intends to travel there exists the obligation to pay specific road charges in order to use certain special roads, and in this case to pay such charges.

8. At the time of formalisation of the rental contract and at the handover of the vehicle, the renter and any other person named by the renter as a driver of the vehicle must be present to sign the rental contract before the owner and to present their driving licence as well as a personal identification card or passport, which must be valid and currently effective in the country in which the rental takes place. The owner reserves the right to refuse to rent the vehicle in the event that the renter, or the person named by the renter as driver, fails to present proper evidence showing that he/she holds a valid driving licence currently effective at the time of formalization of the rental contract.

The vehicle may only be driven by the renter, and by the persons named in the rental contract, provided that these persons are older than 18, 21 and 25 years of age respectively, depending on the vehicle to be rented, and provided that they have held their driving licences for the time required for the category of vehicle to be rented. Specific charges shall apply to drivers who are younger than 23, the price thereof being indicated in the document Pricelist Additional Charges.

The renter shall be responsible for ensuring that any driver is in possession of a driving licence which is currently valid and effective in the countries in which the vehicle is used. The pertinent particulars of the renter and of the persons named by the renter as drivers of the vehicle shall be taken down for the purposes of the rental contract to
be entered into. This shall apply in particular when the authorities require the owner to identify the driver by which an infringement was committed. If the driver cannot be identified, the renter shall be liable for payment of any fine or penalty incurred during the term of the rental.

The following are to be regarded as driving licences valid in Spain:

a) Those issued in accordance with currently applicable Spanish legislation.

b) Those issued by European Union member states in accordance with community legislation.

c) Those issued by other countries which are recognised as valid and enable the holder to drive in Spain, according to the rules of the Spanish Directorate General of Traffic.

d) A valid international licence, along with a valid national driving licence of the corresponding country, as is required to drive in Spain according to rules of the Spanish Directorate General of Traffic.

The renter shall be personally and severally answerable for the persons who drive the vehicle during the term of the rental.

9. Without prejudice to the liability of the renter vis-à-vis third parties, if any of the situations envisaged in points B.4, B.5, B.6, B.7 and B.8 arises, the owner shall be entitled to regard the contract as having been terminated with immediate effect, and to claim compensation for any damages – including loss of profit – which it may have incurred due to the infringement committed.

C. CONDITION OF THE VEHICLE

1. The renter receives the vehicle described in the contract in proper working order, correctly-maintained, with its bodywork undamaged, and without imperfections, apart from any defects observed and reflected in the rental contract itself at the time of receipt of the vehicle. In the event of observing any defect in the rented vehicle which is not reflected in the rental contract, it is the customer's obligation to notify the pick-up office before moving the vehicle from the parking space where the vehicle specified in the contract is parked.

2. The renter receives the vehicle described in the contract along with its complete documentation, and the key to the vehicle, tools and accessories, particularly the reflective jackets and warning triangles, which are to be checked by the renter at the start of the rental, with any deficiency being communicated to the office at which the vehicle was rented. The renter undertakes to use the accessories with care and to return them in the same condition in which they were handed over. If any accessories are not returned upon termination of the rental contract, the customer is obliged to pay the rental company the amount of compensation corresponding to the accessories not delivered, indicated in the document Pricelist Additional Charges. The customer is responsible at all times for locking the vehicle correctly after parking it.

3. In the event that during the rental any of the warning lights in the instruments panel lights up, indicating that there is an abnormality in the functioning of the vehicle which affects its safety, or when external signs of any anomaly or malfunction in the vehicle are observed, the renter shall be under the obligation to stop the vehicle as soon as possible and contact the owner or the roadside assistance company contracted by the owner. The use of the vehicle if there is any risk involved is prohibited. Also prohibited is the manipulation of the vehicle’s odometer, any malfunction in this device being required to be communicated immediately to the owner. Charges from roadside assistance companies not authorised by the rental company will only be accepted in emergencies, and must come from official manufacturer-approved garages and with prior explicit authorisation from the rental company.

According to the limitations of liability and coverages signed by the renter in clause G, road assistance might be charged according to prices stated at the document Pricelist Additional Charges. In cases of mechanical failure not attributable to a negligent act on the part of the lessee, regardless of the contracting or not of cover according to clause G, the lessee will not assume any costs for the roadside assistance service.

In any case, the renter is legally responsible when using the vehicle in forbidden circumstances, as stated in B.4, as well as in case of negligence.

4. The renter is required to make regular checks of the levels of fluids and oil, and, generally, to allow the pertinent safety inspections or tests of the vehicle, in accordance with the usage specifications for the type of vehicle in question, to be carried out. These tests must be performed by repair shops authorized by the owner. If this condition is not adhered to, the renter shall be liable for any damage resulting from the incorrect topping up of fluid levels in the engine of the rented vehicle.
5. In the case of rented vehicles which contain an AdBlue ® tank, the renter must ensure that such tank is always sufficiently full, and shall be liable for any damage incurred as a result of any default on this obligation.

6. The renter will receive the vehicle with a full tank of fuel and must return it in the same condition as received. Otherwise, an additional fee will be charged including both the cost of fuel and the cost of the refuelling service, based on the List of Additional Charges document (Refuelling). This charge may be paid by using the Security Deposit or the Credit Card with which payment has been made. The renter must refill the vehicle with the correct type of fuel, otherwise they will be liable for the costs incurred in the removal and/or repair of the damage caused to the vehicle. Also in this case, the renter shall pay the supplier the respective amount for profits lost as a result of the vehicle being out of action.

Alternatively, and as an optional service, the customer may choose to pay for the "Fuel Tank Service" at the time of rental. This service allows the renter not to worry about refuelling the vehicle on return.

As a result, the renter may buy a full tank of fuel at the time of rental at the current market price, so that the vehicle may be returned with an empty tank. The price of the tank of fuel will vary depending on the tank capacity of each vehicle. By choosing this service at the time of rental, the supplier can forecast operations on the date of returning the vehicle and may therefore discount the cost of the refuelling service, however there will be no refunds for unused fuel. Incorrect refilling of fuel tanks means that the renter will be liable for the costs incurred in the removal and/or repair of the damage caused to the vehicle as well as the respective amount for profits lost as a result of the vehicle being out of action.

Alternatively, and as an optional service for rentals with a maximum length of three days, the customer may voluntarily sign up for a fuel tank service known as "Flexi-Fuel" at the time of renting the vehicle. This service means that the customer no longer has to worry about filling up the vehicle at the time of drop-off. Due to the duration of these rental contracts, at the time of drop-off the customer will only pay for the litres consumed plus the rebated cost of the refuelling service, as specified in the List of Additional Charges document.

7. The customer receives electric vehicles with the battery charged to 80%.

In the rental areas stipulated by Sixt, the customer will be given a recharge card so that they can go to the charging stations associated with said card to charge the vehicle's battery. Sixt is not responsible for the impossibility of recharging the vehicles at the charging stations associated with said card for reasons not attributable to Sixt.
In the event of loss or damage of the recharge card, the customer will be charged a fee, as specified in the List of Additional Charges document.

All electric vehicles, whenever required by current regulations, will be provided with an environmental label associated with the registration number of said vehicle. In the event of loss or damage of the environmental label, the customer will receive compensation, as specified in the List of Additional Charges document.

8. The renter receives the vehicle with all its tyres including the spare tyre (or, failing this, a tyre repair kit) in good condition and with no punctures, except in the case of vehicles equipped with a run flat tyres system (type of airless tyres that can be used for a certain number of kilometres). The renter undertakes, in the event of deterioration and/or loss of any of the tyres (attributable to causes other than the normal wear and tear of the tyre, to its having been incorrectly fitted, or to a manufacturing fault), to inform the owner of this. Repairs and/or replacements of tyres must be carried out by repair shops authorized by the owner; otherwise, the renter shall be liable for any damage incurred owing to their incorrect replacement.

9. The renter is banned from making any changes to the technical characteristics of the vehicle, and from making any alteration to its external and/or internal appearance (unless it has obtained in writing an express authorisation from the owner). If this condition is defaulted on, the renter shall be required to meet the duly evidenced costs incurred in returning the vehicle to its original state, and to pay an amount by way of compensation for the immobilization of the vehicle.

10. When in view of the net weight of the vehicle and the possibility of fitting it with a trailer, a road supplement is required to be paid, the renter, following authorization in writing by the owner, shall be under the obligation to complete the corresponding formalities and pay such supplement, with the owner being held fully harmless from any charge, tax, surcharge, penalty or cost billed to it for breaches of the applicable rules. The rented vehicle is required to be returned to the owner in the same condition as when it was received.
D. BOOKINGS

1. Bookings refer to categories of vehicles. Bookings for a vehicle in a certain category do not imply entitlement to allocation of a particular model within such category.

2. The owner shall hold the booking for a period of sixty minutes as from the agreed time, and once this period has elapsed it shall be under no obligation to provide the service in the conditions agreed upon. Cancellations are required to be made at least 24 hours prior to the start of the rental.

3. The following conditions shall apply in relation to prepaid charge bookings:

   The maximum rental period for a booking at the prepaid rate is 27 days. Amendments to bookings may be made prior to commencement of the rental and with one hour advance notice, with the renter being charged the corresponding amount at the amendment rate established in the document Pricelist Additional Charges. The price applicable following the amendment of the booking shall be that resulting from the application of the rate in force at the time the amendment is made.

   A change from a prepaid rate to a non-prepaid rate is not possible.

   The rental company will not reimburse the amount of the rent already paid or the possible difference in the rate if there is a price difference after the modification made.

   Similarly, the booking may be cancelled prior to commencement of the rental. In the event of cancellation, the owner shall refund the advance already paid on the rental price retaining a penalty for cancellation that will consist of a maximum of three days of the rental price (price calculated in accordance with Clause E), including additional features and complementary services.

   Cancellations may be made online (www.sixt.es/mysixt/) or in writing, by letter, fax or electronic mail, sent to Sixt Rent A Car, Calle del Canal de Sant Jordi 29, local 2, Polígono Son Oms, 07610 Palma de Mallorca, Spain, Fax: +34 911 518 438, E-Mail: espana@sixt.com

   If the booked vehicle is not collected or the vehicle is not collected at the agreed time, the owner shall withhold the total amount of the rental price which has already been paid.

   In the case of prepaid charge bookings, the renter shall be required to present the means of payment used to make the booking. If the renter fails to present this document, the owner shall discharge the rental contract, without any amount of the total price paid being refundable to the renter.

4. Luggage Service:

   Exclusively at the airport of Palma de Mallorca, the renter has the possibility to book the luggage service. If this service has been contracted, the luggage will be transported directly from the arrival hall of the airport to the car park. This is an optional service for the renter, bookable during the reservation process. The price of this service is 48.40 EUR.
E. RENTAL CHARGES / DUE DATES / GUARANTEE DEPOSIT / FORM OF PAYMENT

1. The renter undertakes to pay the following to the owner:

1.1. The rental charges reflected in the rental contract corresponding to the term of the rental (the minimum rental charge is 24 hours), coverages, limitations on liability, additional features and complementary services, in accordance with the stipulated conditions, plus applicable taxes and levies.

These shall be billed based on the charges in force at the time of making the booking. If there has been no prior booking and/or unless a reduction or special price has agreed upon, the rental charges applied shall be those reflected in the table of charges in force at the time of formalization of the rental contract.

1.2. Charges for failure to return the vehicle in proper working order, correctly-maintained, and without damage to the bodywork, as it was received at the time of the rental. The renter is liable vis-à-vis the owner for any damage caused to the vehicle during the term of the rental, for the total or partial theft of the vehicle and any damages deriving from breaches of contract, except as established in the limitations on liability and optional coverages contracted (see clause G.2.2), and as may result from the application - for aspects not regulated by these conditions - of currently applicable legal provisions.

If the limitations on liability envisaged in clause G.2.2 are contracted and a loss event occurs, the renter shall only be liable vis-à-vis the owner as indicated below, in addition to the corresponding amount reflected in the currently applicable table of charges:

a) for damages which the renter or persons for whom the renter is answerable, have caused through acts of wilful misconduct or gross negligence;

b) when the renter fails to hand over the report describing the accident and/or amicable settlement report, or does so late or incompletely, or includes in such reports false statements and information;

c) for damages caused to the owner in cases in which there was a duty-of-care default or default on the obligation to request the presence of the police, as envisaged in clause H, unless such damages were caused without there having been any wilful misconduct or gross negligence on the part of the renter;

d) in the event that the damage was caused by an unauthorized driver;

e) in the event of any breach of the bans established in points B.4, B.5, B.6 and B.7 of these conditions.

Charges for repairs and accessories for which the renter is liable shall be calculated by the company selected by the owner for this purpose, or by another independent and official expert. The amount thus calculated – where appropriate, the amount of the excess - will be claimed from the customer together with the administrative fee for handling the damage form and the charge for the remote claims adjustment. The renter is entitled to receive a copy of the appraisal report. If the cost cannot be calculated in this manner, it shall be regarded as equivalent to the estimate given by the repair shop. The indemnity payable by the renter if the vehicle is a total loss shall be the financial value of the vehicle at the time of the loss event. Along with the amount of consequential damages thus established, the owner shall be entitled to claim damages for loss of profit owing to the fact that it is unable to use the damaged vehicle.

1.3. Charges for the contracting of additional features or additional complementary services subsequent to formalization of the rental contract and during its term. These amounts are to be billed at the charge rates in force at the time of contracting the additional items, as indicated in the document Pricelist Additional Charges, and must be reflected in the new rental contract signed by the renter.

1.4. The amount corresponding to the fuel with which the tank had not been refilled at the time of return of the rented vehicle and the corresponding refuelling expenses, as established in clause C.6 and the exceptions to it. Fuel charges are to be billed based on the current market rate and the refuelling charge based on the document Pricelist Additional Charges in force at the time.

1.5. Charges for moving the vehicle and/or the repair of damages caused to it through use of the wrong fuel following an incorrect refuelling operation, as established in clause C.6.

1.6. The number of kilometres travelled by the rented vehicle in excess of the kilometrage specified in the rental contract. The amount charged in this respect shall be billed at the corresponding price for bookings.

1.7. Expenses incurred in obtaining a duplicate of, and/or dispatching the key to the rented vehicle, in the event of such key being lost and/or damaged, and in moving a vehicle immobilised in such circumstances to the owner’s
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nearest rental office. Similarly, the owner shall be entitled to charge the renter compensation for the immobilisation of the vehicle. Such compensation charges shall be based on the corresponding price as reflected in the document *Pricelist Additional Charges*.

1.8. Replacement expenses, in the event that any accessories to the vehicle – such as the two emergency triangles, the reflective jacket and the first aid kit – are found to be missing. These expenses are to be billed based on the corresponding price reflected in the document *Pricelist Additional Charges*.

1.9. Expenses for the replacement of the documentation corresponding to the vehicle in the event that this is found to be missing. These expenses are to be billed based on the corresponding price reflected in the document *Pricelist Additional Charges*.

1.10. An amount for the special cleaning of the vehicle once it has been returned, in the event of having been returned in a state of dirtiness that requires the intervention of a specialised company; this is to say, for example, with vomits, ink stains, cigarette’s burns, mud, dirtiness coming from animals... This charge is to be billed based on the price billed to the owner by the vehicle cleaning company selected.

1.11. The amount of the Administrative Charge for the Processing of Fines. This charge shall accrue on each penalty report or case file issued by the competent authority in relation to the rented vehicle and in respect of events occurring during the term of the rental. The amount shall be billed based on the corresponding price as reflected in the document *Pricelist Additional Charges*. The amount due will be paid using the payment method provided by the lessee. The owner may, however, claim a larger amount for the administrative tasks undertaken if it can properly substantiate this increased cost and demonstrate its allocability.

1.12. The costs for Damage Records Management charges. This charge will be payable in the event of the vehicle being found to have damage which occurred during the leasing period, regardless of the degree, for which the lessee is legally liable. In the event of the lessee having contracted any limitation of liability as defined in section G.2.2, the lessee will be liable for damage if the damage produced falls outside the scope of such additional coverage or the amount of the possible franchise contracted. Such charge shall accrue for each independent Damage Record. This charge will be invoiced on the base of the price of same reflected in the document “*Pricelist Additional Charges*”.

The charge for the remote claims adjustment. This charge will be accrued if it is necessary to provide a remote claims adjustment of the vehicle in relation to a damage form. If the customer has signed up for a limitation of liability clause as defined in Section G.2.2, this charge will be claimed if the damage leading to the remote claims adjustment is beyond the scope of said additional coverage.

1.13. In the case of rentals for periods in excess of 28 days, the amount of the penalty for failure to return the vehicle on the date indicated in the rental contract or for exceeding by more 100 kilometres the maximum kilometre indicated in the rental contract. This amount is to be billed based on the corresponding price as reflected in the document *Pricelist Additional Charges*.

1.14. The amount for the replacement and placing of the owner’s advertising signage on cargo vehicles when such signage has been damaged or gone missing during the term of the rental. This charge is to be billed based on the corresponding price as reflected in the document *Pricelist Additional Charges*.

1.15. Unless otherwise agreed in writing, the charge for dropping off the vehicle at an office other than the pick-up point is included in the costs specified in the List of Additional Charges document.

1.16. The lessee gives consent to the lessor to send invoices to the recipient previously specified, in electronic form in accordance with the current legislation, to the registered email address. The lessee is responsible for ensuring that the electronic invoices will be received correctly, or if agreed so, be collected in electronic format. The lessee has the means to oppose the sending of invoices in electronic format at any time, by specific notification of such an opposition. In this case, the lessor shall send the invoices to the lessee on paper. The lessor does not accept responsibility for possible interferences in reception systems or other circumstances that could prevent the correct reception of the invoices by the lessee. An invoice is considered as received as soon as it enters the lessee’s domain. If the lessor limits himself to sending a notice and the lessee can download the invoice independently, or when the invoice is put up for download by the lessor, it is considered as received once the invoice has been downloaded by the lessee. The lessor commits to carrying out timely downloads of those invoices at reasonable time intervals. If an invoice does not reach its destination or can not be received, the lessee shall immediately inform the lessor about what has happened. In this case, the lessor shall send another copy of the invoice to the lessee, identifying it
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as a copy. While the failure which hinders the sending of invoices endures, the lessor can send invoices on paper until this interference is solved.

In the event of the lessor providing access to data to the lessee, such as a user name or a password, the lessee will have to protect them against unauthorized access through third parties and treat this data as strictly confidential. If the lessee has knowledge of unauthorized persons having access to confidential information, he/she must immediately notify the lessor.

1.17 Regarding electric and hybrid vehicles, in the event of loss or damage of the charging cable and/or the fast charging cable, the customer must pay the rental company a penalty on the corresponding price as reflected in the document Pricelist Additional Charges. The payment of this penalty by the customer will not stop the rental company from claiming for any additional damage which the loss or initial damage of the charging cable may have caused.

1.18 Subject to availability, a vehicle with a Diesel engine can be provided based on the corresponding price as reflected in the document Pricelist Additional Charges, denoted as “Diesel Option”. If a Diesel vehicle cannot be provided for availability reasons, the charge will be refunded in full. This service is only available for selected vehicle groups.

2. Payment due dates

2.1. The price of the rental as established in the rental contract, and any coverage, limitation on liability, additional features, complementary services, taxes and applicable levies fall due and are payable at the start of the rental.

2.2. In rentals for periods of over 28 days, payments shall be due in respect of 28-day periods, falling due in all cases at the start of each period.

2.3. In the case of prepaid charge bookings, the price for the rental and other amounts agreed upon become payable when the booking is made and are charged the day after the booking was made to the credit card communicated by the renter at the time of making the booking.

2.4. The renter shall be in a situation of default as from the day after the date on which the corresponding payment obligation fell due, with no demand being necessary. In the event of default, the owner, in addition to the amount owed and interest at the legal interest rate plus three points, may claim the expenses incurred by it in demanding the amount owed under the contract entered into.

3. Deposit at the start of the rental

3.1 The lessee is obliged to pay a deposit in addition to the rental price at the beginning of the rental period as security for the fulfilment of his obligations. The amount of the deposit depends on the vehicle group of the rented vehicle and depends on the table below (e.g., vehicle group CDMR = C***; the deposit is therefore 300.00 euros). The vehicle group of a vehicle can be determined at any time online under www.sixt.de/fahrzeugmodelle/ or requested by telephone or in each Sixt station. The vehicle group is also listed in the reservation confirmation and the rental agreement.

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3.2 The lessor is not obliged to invest the security separately from its assets. No interest is charged on the collateral. The lessor may also assert its claim to the provision of a security for a longer period after the commencement of the rental relationship.

3.3 The deposit is to be placed by the renter using a method of payment which is accepted by the owner. The valid payment method used for the deposit must have an expiry date at least until the end of the month following the one in which the vehicle is returned. This deposit obligation shall also be applicable in respect of prepaid charge rentals, the renter undertaking to present the method of payment with which he/she made the booking for the purposes of the deposit to be placed with the owner. Please do notice that, in the event of credit card as method of payment, you will always be asked to provide your PIN number.

3.4 Prior to the start of the rental, the owner shall request an authorisation from the entity which issued the method of payment for the amount of the guarantee deposit securing payment obligations or liabilities to be assumed by the renter over the envisaged term of the rental. This amount shall be available, at the owner’s request, at the time of formalising the rental contract. If this deposit cannot be placed, the owner may refuse to formalize the rental with the renter.

3.5 Once the vehicle has been returned and the necessary inspections have been made of it, the amount billed to the renter for the rental of the vehicle and other items in accordance with clause E.1 shall be charged to the method of payment provided by the renter. The authorization that the issuer of the method of payment was asked to provide by way of deposit at the start of the rental, shall from that point onwards be considered invalid.

4. Form of payment

4.1 Unless another form of payment established beforehand by the owner is agreed upon, the price of the rental, and the deposit and all other amounts agreed upon are to be charged to the method of payment communicated by the renter at the time of making the prepaid charge booking and at the time of formalization of the contract if the booking was not a prepaid charge booking.

Sixt accepts the following credit and debit cards: Visa, MasterCard, American Express, Diners Club, Discover, JCB, AirPlus and Amex BTA/iBTA. Prepaid cards are not accepted as a payment method. Sixt does not accept Maestro/VPAY cards, except for vehicle rentals up to Group F*** and IT** (except for Sports & Luxury Cars). The payment method must be in the name of one of the customers.

The method of payment thus communicated to the owner cannot be changed at any time by the renter, either during the term of the contract or once it has come to an end. In addition, the expiry date of the card used for payment must be at least 30 days after the end date of the rental contract.

4.2 The additional features, lost or broken accessories, and/or additional complementary services found to have been received when the contract comes to an end are to be charged to the same method of payment. The renter may request a breakdown of the items billed and may contest them within the legally-established period.

4.3 In cases in which a prior authorisation has been given by the owner, and following a solvency study, payments may be made upon receipt of billings, such billings becoming payable 7 days after the date on which they were issued, with the possibility of collections being made by the owner through a standing order.

4.4 By entering into contract with the owner and communicating the details of his/her method of payment at the time of contracting, or at a later point, the renter authorizes the owner to charge against such card the receivables accruing in relation to the rental contract, corresponding to the price of the rental, to the deposit and to any other costs and liabilities mentioned in these terms.

F. RETURN OF THE VEHICLE

1. The term of the rental shall be the period initially agreed upon in the rental contract, and it shall be billed by periods of 24 hours counted as from the time of formalization of the contract. The customer agrees to return the vehicle to the rental company along with the keys, documents, accessories and additional equipment by the time and in the place agreed in the contract. If the vehicle is not returned in this way, the renter shall be under the obligation to pay the owner the additional charges referred to in clause E.1. The service will be deemed finished when the vehicle and its keys have been received by the rental company's staff or deposited in the rental company’s
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electronic drop-off boxes provided for this purpose. In the latter case, the electronic drop-off box will be recorded as the date and time of return.

2. Rental prices are calculated depending on the pick-up and returning hours specified in the rental agreement. Sixt always offers a grace period of thirty (30) minutes. If the vehicle is returned late, the period not agreed upon in the rental contract shall be billed at the currently applicable charge rates. Special charges shall only be applicable in respect of the periods specified in the corresponding offer. In the event of the period in question being exceeded, the currently applicable rates shall be applicable for the entire term of the rental contract.

3. If the lessee returns the vehicle before the end of the rental period agreed in the rental agreement without informing the lessor of the early return, the lessor shall examine the possibility of reimbursing unused rental days. In this case the lessor can charge a fee of EUR 13.00 (incl. VAT) for the expenses incurred. A higher standard price may also be applied if, for example, the requirement for a special tariff is no longer met. In this case, however, the originally agreed rental price will not be exceeded. This return fee does not apply to prepaid tariffs under Section D.3 of these General Terms and Conditions.

4. The renter shall be responsible for guaranteeing the effective handover of the vehicle in the place agreed upon in the rental contract. Unless a written agreement has been entered into which indicates otherwise, the renter shall be required to return the vehicle within the office hours displayed for each of the owner’s branches. The returning of the vehicle in a place other than that agreed upon for reasons not attributable to the owner may imply additional charges for the renter, calculated according to the currently applicable table of charges, for the time for which the vehicle was not at the owner’s disposal, in addition to the corresponding costs.

A specific office is agreed in the rental agreement as the drop-off place for the vehicle at the end of the rental. The rental will be considered one-way if the agreement stipulates a return to a station different from the one where the vehicle was collected. If the vehicle is delivered to a station other than the one stipulated in the one-way rental agreement, the customer must pay a charge known as Flexi-Location on the corresponding price as reflected in the document Pricelist Additional Charges. If the vehicle is delivered to a station other than the one stipulated in the return trip rental agreement (i.e. where the collection and return stations are identical), the customer must pay a charge known as Flexi-Location on the corresponding price as reflected in the document Pricelist Additional Charges, as well as an additional charge for dropping off at the other specified location, as stipulated in the list of rental prices applicable at that time.

5. As a result of using a navigation device, the navigation data entered during the rental period can be stored in the vehicle, if necessary. When coupling mobile phones or other devices with the vehicle, data from these devices may also be stored in the vehicle. If the lessee/driver wishes the aforementioned data to no longer be stored in the vehicle after the vehicle has been returned, he must ensure that it is deleted before the vehicle is returned. Deletion may be effected by resetting the navigation and communication systems of the vehicle to the factory settings. Instructions can be found in the operating instructions in the glove compartment. The lessor is not obliged to delete the aforementioned data.

6. The amount paid by way of deposit at the start of the rental contract, by the renter to the owner, may not be used to extend the term of the rental. If an express authorization by the owner is obtained beforehand, the rental contract may be extended to cover a period of time longer than was agreed upon, provided that the renter requests this extension with three days’ advance notice. An extension of up to five days may be arranged by telephone on one single occasion. The renter undertakes to authorise immediately the amount of the additional deposit corresponding to such extension, the price applicable to the period by which the rental is extended being that stipulated in the currently applicable table of charges. The renter shall be responsible for going to the owner’s offices to obtain the new rental contract with the corresponding extension. The owner may refuse to grant an extension to the rental contract. The original contract shall also apply in cases of replacement of the vehicle and for rentals longer than 28 days.

7. In the case of rentals for periods longer than 28 days, the renter shall be under the obligation to go to the owner’s offices on the date indicated in the rental contract so that the vehicle can be inspected, and to stay within the maximum permitted kilometres. If the renter defaults on this obligation, the owner shall be entitled to charge him/her the corresponding penalty as envisaged in clause E.1.13.

8. In the event that the vehicle is not returned by the renter on the agreed date, and if a period of three days elapses without there being any news regarding the delay in its return, the owner shall regard the vehicle as having been unlawfully appropriated and shall report this to the competent authorities.

9. If the vehicle is returned without appropriate proof of the date and time of return, the owner shall compute the time from the date and time of the last known drop-off. The special charge as stipulated in Section D.3 shall be calculated in this period.
G. COMPULSORY LIABILITY INSURANCE / OPTIONAL COVER AND LIMITATIONS OF LIABILITY / ADDITIONAL SERVICES

1. The rented vehicle includes compulsory liability insurance with a maximum cover of 70 million euros for personal injuries and a maximum cover of 15 million euros for material damages derived from using and driving the vehicle, as per European Union regulations.

2. This cover is guaranteed and is assumed by the insurance company with which the rental company has signed the insurance policy. By signing the rental contract, the customer is included as an insured party on said policy.

3. The insurance is valid in the countries stated in the rental agreement.

G.2. Optional Cover and Limitations of Liability.
G.2.1. Optional cover
a) PAI (Personal Accident Insurance) This covers the consequences of an accident (disability or death) and medical expenses for the drivers and/or passengers of the rented vehicle. If this coverage is contracted, the maximum coverage amount will be 50.000 euros in the case of full disability. In the case of partial disability, the coverage will be in accordance with an assessment and always up to a maximum of 50.000 euros. In the event of death, the coverage will be 25.000 euros. The coverage for medical expenses will be 1.000 euros. If more than one passenger is affected, said cover will be increased by 50%, distributed pro rata among the injured parties.

G.2.2. Limitations of Liability.

a) LDW (Loss Damage Waiver)
This limited liability cover releases the customer from liability (except for the amount of excess per incident agreed in the rental agreement) for injury suffered or damage caused to the vehicle, its parts or its accessories (excluding damage to the vehicle's tyres, glass, engine, underbody and roof) due to a traffic accident, as well as for damages or losses due to theft, attempted theft or vandalism.
When it comes to limitation of liability for injury suffered or damage caused to the vehicle, its parts or its accessories due to a traffic accident, this is only applicable if the customer duly completes the accident report, clearly stating the details of the vehicles and drivers involved in the accident and the conditions and circumstances in which it occurred.
When it comes to limitation of liability for injury suffered or damage caused to the vehicle, its parts or its accessories due to theft, attempted theft, or vandalism, this is only applicable if the customer hands back the original and untampered set of keys of the rented vehicle to the rental company, as well as the original copy of the report of the incident submitted to the relevant authorities.

b) TG (Tyre & Glass Cover)
If purchased, this protection covers damages on tyres, glass and rims.

c) BF (Super Top Cover LDW)
The BF cover for reduction of excess limitation provides total and/or partial exemption from the liability corresponding to the customer which is not covered by LDW. The reduced excess applies only to certain types of vehicles and its specific amount varies depending on the type of vehicle rented. To purchase this optional BF cover, the customer is required to purchase LDW cover first.

d) BC (Roadside protection)
Extended cover against breakdowns during the rental period. It protects the customer at home and abroad, avoiding the expensive service and repair costs in the following cases caused by his/her own negligence:
- Key being locked inside the vehicle. The rental company bears the cost of the vehicle being unlocked by the manufacturer or one of its partners, as well as the cost of the towing service and replacement vehicle, if necessary.
- If the vehicle runs out of fuel, the rental company bears the cost of roadside assistance, as well as the cost of the fuel required to continue with the trip.
- If assistance is required to start the engine, the rental company bears the cost of this assistance provided by the vehicle manufacturer or one of its partners.
- In the event of a lost key, the rental company bears the cost of the spare key, its delivery and the towing service and replacement vehicle, if necessary.
- If it is not possible to move the vehicle (snow on the road), the rental company bears the cost of the towing service and replacement vehicle, if necessary.

All services must be requested from Sixt 24-hour Roadside Assistance. This will specify the nature and scope of the operations and actions required for the customer to continue with their trip. Purchasing this cover does not exempt the customer from liability for types of damage other than these five cases and caused to the vehicle during its rental period.

G.3. Terms and conditions applying to compulsory liability insurance, optional cover and/or limitations of liability. Exclusions.

Notwithstanding the provisions in the paragraphs above and in these Terms and Conditions, the application of the cover offered by compulsory liability insurance, optional cover and/or limitations of liability shall be subject to the following terms and conditions:

1. Personal injury and damage to property caused by the customer through wilful misconduct or gross negligence are not covered by the insurance, or any optional protection and/or limitation of liability purchased, with the customer being fully liable in such cases.

2. Neither does the insurance, or any optional protection and/or limitation of liability purchased, cover incidents in which the driver of the vehicle was not a named driver, in which the driver was not in possession of a valid driving licence, or in which the use of the vehicle breached the provisions of points B.4, B.5, B.6, B.7 and B.8, as well as the situations envisaged in clause G.2.2 of these terms and conditions.

3. Excesses per incident applicable according to the purchased limitation of liability protection are those in force at the time of the rental, as reflected in the rental contract and the table of charges.

4. Incidents with the vehicle do not automatically result in the rental company being obliged to provide a replacement vehicle for the customer.

5. The purchased limitation of liability excludes damages caused not by an incident but through acts of negligence, imprudence or carelessness taking place inside the vehicle (including the charging cable and the fast charging cable of electric and/or hybrid vehicles), or involving its engine and/or underbody or roof.

In general, cases of damage not covered by the purchased cover include: damage caused by a negligent or malicious act by the customer, such as poor care of the vehicle; misuse or illegal use of the vehicle; distraction or drowsiness while driving; intentional damage to the vehicle; hiding damage caused to the vehicle; or making negligent use of the clutch. This is a descriptive list which does not constitute a closed list or a fixed number of cases.

6. All the optional forms of cover and limitations of liability are applied after being purchased by the customer, and are exclusively applicable to the customer and the drivers named by him/her upon payment of the sum agreed at the time of renting the vehicle. Said purchases shall be reflected in the rental agreement. The cost of these
optional limitations of liability and the amount of excess may be consulted in the current table of charges. Contractual limitation of liability shall only be valid while the rental contract is in force.

7. The rental company is not liable for objects owned by the customer which are left inside the vehicle during the rental period. Any damage to or theft of said objects shall be the sole responsibility of the customer.

G.4.- Additional Services

Easyfines: service for handling traffic and road usage disciplinary proceedings for offences committed during the rental period. Voluntary subscription to this additional cover enables policyholders to manage road fines for offences committed during the rental period in Spain affecting vehicles with Spanish registration plates quickly and easily via a digital platform. Voluntary subscription to this service saves customers the administrative fees for handling fines referred to in clause E.1.11 and enables them to take advantage of prompt payment reductions. Any appeals customers lodge before administrative authorities shall be handled by external lawyers specialised in these types of proceedings. Customers will have access to an instant communication system and specialised personal attention for matters relating specifically to the traffic and road usage disciplinary proceedings. Legal assistance is provided by a specialised law team hired externally by the Lessor.

Easyfines offers an immediate payment service for certain types of offences, subject in all cases to the periods determined by the disciplining authority.

Immediate payment options do not apply to offences that imply the loss of points, in which case the Lessor shall identify the lessee. Once the disciplinary proceedings are in the name of the lessee, he/she shall be entitled to use the other services included in Easyfines.

In the case of offences committed with vehicles with Spanish registration plates yet which occurred outside Spanish territory, customers hiring this service shall be exempt from the fine management fee referred to in clause E.1.11. The Lessor shall identify the lessee and may not offer the payment service or lodge an appeal against proceedings undertaken by foreign organisations.

Offences committed with vehicles with a foreign registration plate are not included in subscription to the Easyfines service.

When so allowed by the law, drivers/lessees may lodge an administrative appeal against a fine, and to this end must give their signed authorisation for representation by the external lawyers. No proceedings against such fines shall be initiated without the specific prior consent of the lessee. Under no circumstances shall the lessor be liable for any actions/proceedings undertaken by the lessee outside the time periods stipulated in the communications with the specialised law team confirming the specific procedure to be followed.

H. ACCIDENTS / THEFT/ REPORTING OBLIGATION

1. In the event of accident, theft, fire, damage caused by animals or by effects of nature, and generally in any case of damage, the lessee or the driver must call the police or relevant safety body immediately so as to do whatever is appropriate to protect the interests of the lessor. Disclosure to police of what has occurred will also be mandatory in case of accident through own fault and / or without the intervention of third parties and particularly when the vehicle is stationary or when continuing to drive the vehicle may be dangerous. If it is not possible to contact the police, the lessee or the driver must give notification in the nearest police station. Likewise, you must also complete a report of the accident, whether responsible or not, and with or without the involvement of a third party.

Before the charging of a crime, if there were injuries and / or whether the culpability of those involved should be investigated, the lessee is required to immediately report it to the police.

2. In the case of accident on the contrary, the lessee must complete the uniform no-fault report, which can be found among the vehicle documentation, in the presence of the police and inform the lessor in writing, immediately and always within a period not exceeding 24 hours, of all the details of the accident, through a copy of the report, the original of which must be delivered within a maximum period of two days. If the opposite party refuses to sign a no-fault settlement declaration, the lessee must request the presence and cooperation of the police and likewise send the lessor a copy of the corresponding police report.
3. The accident description reports and/or the amicable settlement reports are to be filled out in their entirety and in as much detail as is possible, describing both the damages themselves and the circumstances in which they were incurred. The renter undertakes to sign both documents and to obtain the signature of the other party involved, if there is one. If the other party refuses to sign, the renter must request the presence of the police at the scene to clarify the events relating to the accident, since if this is not done the renter will be regarded as the party responsible for it, unless he/she is able to present evidence demonstrating that this was not the case.

4. The lessee or operator shall take all useful and convenient measures to clarify the incident. This particularly includes the duty to respond, totally and closely to the truth, to the questions from the lessor concerning the circumstances of the incident and the obligation not to leave the scene of the accident before the necessary and significant verifications have been made, in particular, so that the lessor can assess the incident, as well as the obligation not to prevent the landlord from performing such verifications.

5. The loss or theft of the vehicle does not automatically imply an obligation from the lessor to make a replacement vehicle available for the lessee.

I. LIABILITIES

1. The liability of the owner covers damages and injury caused by its employees and other persons for whom it is answerable by law, in the event of there having been wilful misconduct or gross negligence, unless the owner can prove that it acted with due diligence in trying to avoid such damage. Compensable damages for breach of contract shall cover only foreseeable and reasonable consequential damages, and shall in no case be based on mere expectations.

2. There shall be no limitation to the liability of the renter and his/her collaborators for breaches of any legislative provision which they may commit during the term of the contract, particularly for traffic offences. The renter shall hold the owner harmless from all and any penalties, fines, levies, surcharges, and, in general, costs of all kinds, imposed by public administrations. All expenses actually incurred corresponding to the administrative tasks which the owner is required to assume as a result of demands issued to it by public administrations for the purpose of identifying the perpetrator or clarifying other circumstances relating to a breach or criminal offence, as referred to in clause E.1.11, shall fall to the account of, and be payable by, the renter.

J. TERMINATION OF THE CONTRACT

1. The parties shall be entitled to terminate the contract when there exist legally valid grounds for doing so. The owner shall be entitled to terminate the contract with immediate effect in the event of a delay of more than seven days in payment by the renter of any amounts due, or in the event of there being any other reasonable grounds for doing so.

In this respect, the following are understood to constitute reasonable grounds:

- The rejection of bills, cheques or credit card charges, unless the renter proceeds to make the corresponding payment within seven days, or any breach of the conditions of payment previously agreed to by the owner.

- In the event of the renter using the vehicle in a manner not concordant with its intended purpose, or causing damage to it through wilful misconduct or gross negligence. This shall be understood to include failure to perform maintenance tasks or present the vehicle for inspections when he/she is under the obligation to do so.

- Any breach of applicable provisions in relation to commercial transport.

- The breaching of any of the bans established in points B.4, B.5, B.6, B.7 and B.8. of these conditions.

- And in general, when the circumstances are such that the continuation of the rental relationship is not enforceable, e.g. a high accident rate.

2. In the event of termination of the contract, the renter shall be under the obligation to return immediately the vehicle, the keys, the documentation and the accessories. In any event, the owner shall be entitled, when it terminates the contract, to move the vehicle from wherever it is located at the time.
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3. In the event of a termination of contract, the owner shall be entitled to claim compensation for any damages incurred. This shall include not only consequential damages (including breakdown vehicles, appraisals, legal costs, etc.) but also loss of profit attributable to the fact of the vehicle being unavailable for use.

K. PRIVACY POLICY

In the following we would like to inform you about the types of data processed by SIXT and about the purposes of such data processing. We would also like to inform you about important legal aspects of data protection, such as your rights.

Data controller

The party responsible for processing your data (controller) is SIXT RENT A CAR, S.L. UNIPERSONAL, Carrer del Canal de Sant Jordi 29, Local 2, E-07610 Palma de Mallorca (hereinafter also referred to as SIXT). If you have any questions regarding data protection, please address your query to the following email address: dataprotection@sixt.com

Categories of personal data

The following categories of personal data may be processed by us in connection with our services:

- Master data: These include, for example, a person’s first name, surname, address (private and/or business), date of birth.
- Communication data: These include, for example, a person’s telephone number, email address (private and/or business) fax number if applicable, as well as the content of communications (e.g. emails, letters, faxes).
- Contract data: These include, for example, the rental information (vehicle category, pick-up and return dates, pick-up and return branch, booked extras/services), rental contract number, reservation number, driver’s licence data, driver’s licence photograph, license plates of the vehicle you rented, and information on customer loyalty and partner programmes.
- Financial data such as credit card data.
- Voluntary data: These are data that you provide to us on a voluntary basis, without us having explicitly requested them, and include information such as your preferences with regard to the vehicle’s equipment and category.
- Special data categories: In the event of an accident, damage to the vehicle, or similar incidents, we process data relating to the respective course of events and the damage incurred. These data may be provided by customers, passengers or injured parties. The data processed in such circumstances can include health-related data such as data on injuries, blood alcohol levels, driving under the influence of narcotic substances, and the like.
- Third-party data: If, within the scope of your vehicle rental, you provided us with personal data of third parties (e.g. family members, second drivers, passengers), then we will also process these data.
- Location data: Location data are data that we may process when the Sixt App is used (cf. → online validation, authentication, reservation and rental via the Sixt App) and/or a vehicle is equipped with telematics (cf. → connected vehicles).

The legal basis for data processing at SIXT

Art. 6 (1) sentence 1 point a) of the General Data Protection Regulation (GDPR): Pursuant to this provision, the processing of your personal data is lawful if and to the extent that you have given your consent to such processing.
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Art. 6 (1) sentence 1 point b) GDPR: Pursuant to this provision, the processing of your personal data is lawful if such processing is necessary for the performance of a contract to which you are party, or in order to take steps at your request prior to entering into a contract (e.g. when making the vehicle reservation).

Art. 6 (1) sentence 1 point c) GDPR: Pursuant to this provision, the processing of your personal data is lawful if such processing is necessary for compliance with a legal obligation to which SIXT is subject.

Art. 6 (1) sentence 1 point f) GDPR: Pursuant to this provision, the processing of your personal data is lawful if such processing is necessary for the purposes of the legitimate interests pursued by the controller, i.e., SIXT, or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject, i.e., you yourself.

Art. 9 (2) point f) GDPR: Pursuant to this provision, certain special categories of personal data can be processed if such processing is necessary for the establishment, exercise or defence of legal claims. These special categories of personal data include the health data of the data subjects.

The purposes of data processing at SIXT

1. Reserving and renting vehicles

Purposes of data processing

We process your master data, communication data, contract data, financial data and any data you have provided voluntarily for purposes of implementing your reservations and facilitating the conclusion and performance of your rental contract.

We moreover use the master data, communication data and contract data for customer relations purposes, for example to handle any complaints or changes of reservation that you contact us about.

If you book your vehicle via travel agencies, online travel agencies or other agents, then your master data, communication data, rental information and, if applicable, financial information, will be transferred to us by our partners.

We also use your master data and contract data for purposes of settling accounts (e.g. commissions and sales processing) with, for example, travel agencies, other agencies, franchise partners and cooperation partners. In order to be able to fulfil your reservation request, we transfer your data to partner companies in the event that we do not have the requested vehicle or vehicle type available.

We are furthermore legally obliged – for purposes of preventing and investigating criminal offences – to provide your data to Public Bodies, Security Forces, Courts and Tribunals. All of this in order to guarantee public safety and comply with laws and regulations.

We furthermore use your data for your and our security, for example to avoid payment defaults and to prevent property offences (in particular fraud, theft, embezzlement; cf. → Risk.Ident).

In some rental branches we use a technology that verifies the authenticity of ID documents (especially driver’s licence) and records the data electronically instead of manually.

If you request to pay for your rental by invoice, then we process your master and financial data in order to assess your creditworthiness by obtaining the corresponding information from credit agencies.

Once both contracting parties have fulfilled their obligations under the rental contract, your master data, financial and contract data will be stored until the statutory retention period expires.

Legal basis for the above processing

Art. 6 (1) sentence 1 point b) GDPR applies to the processing of data to the extent required to implement reservations, to conclude and perform contracts and for customer relations purposes.

Art. 6 (1) sentence 1 point f) GDPR applies to the processing of data to the extent required to settle accounts vis-à-vis third parties, to assert our own claims, and to mitigate risks and prevent fraud.

Art. 6 (1) sentence 1 point c) GDPR applies to the processing of data to the extent required to detect, prevent and investigate criminal offences, to examine and store driver’s licence data, and to comply with preservation periods under commercial and tax law.
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Legitimate interest, to the extent that Art. 6 (1) point f) GDPR applies to the type of processing concerned

Our legitimate interests in using your personal data to improve our services and customer services lie in the fact that we want to offer you the best possible services and to sustainably improve customer satisfaction.

To the extent that data processing is required to perform analyses with a view to preventing damage to our company and our vehicles, our legitimate interests lie in maintaining security for costs and preventing economic disadvantages such as those arising from non-payment or the loss of our vehicles.

Categories of recipients of your data

For the purposes described in the foregoing (especially for informing the local rental partner about a reservation or for processing of credit card payments with your credit card company), we disclose your data to the following recipients: IT service providers, call centres, collection companies, financial services providers, credit agencies, SIXT group companies, cooperation and agency partners and franchise partners.

As part of our measures to prevent fraud, we also transmit – in situations where third parties have been, or are at risk of being, defrauded – personal data to such third parties having suffered, or at risk of, fraud.

2. Marketing and direct advertising

Purposes of data processing

We process your master data, communication data and contract data for purposes of promoting customer loyalty, implementing customer loyalty and bonus programmes (including our own and those of our cooperation partners), optimising customer offers, market or public opinion research as well as holding customer events (see also → Events and donations).

You may object to any processing or use of your data for direct marketing purposes at any time. Please send any objections to: SIXT RENT A CAR, S.L. UNIPERSONAL, Carrer del Canal de Sant Jordi 29, Local 2, E-07610 Palma de Mallorca or via email to: dataprotection@sixt.com

Legal basis for processing

Art. 6 (1) point a) GDPR applies to data processing for purposes of implementing direct marketing measures that require explicit prior consent.

Art. 6 (1) point f) GDPR applies to data processing for purposes of implementing direct marketing measures that do not require explicit prior consent, and of implementing the marketing measures mentioned (→ Purposes of data processing).

Legitimate interest, to the extent that Art. 6 (1) point f) GDPR applies to the type of processing concerned

Our legitimate interests in using your personal data for purposes of implementing direct marketing measures and the marketing measures mentioned lie in the fact that we want to convince you of our services and promote a lasting customer relationship with you.

Categories of recipients of your data

For the purposes described in the foregoing, we disclose your data to IT service providers, call centres, advertising partners and providers of customer loyalty and bonus programmes.

3. Business customers/payment by third parties

If you rent a vehicle through your employer, we also process your data for the purposes described in this Data Privacy Policy. This also applies mutatis mutandis if a third party is to pay the invoice.

Categories of recipients of your data

We transmit personal data collected during the rental (in particular in the form of invoices and rental agreements,
possibly also in the form of monthly statements, as well as possible traffic tickets and accident reports) to your employer or the third party who is to pay your invoice.

We work with service providers to enable business customers to conclude electronic framework agreements. If desired, we transmit your name and email address to our service provider for this purpose (in particular DocuSign). The service provider sends you a personal link for you to sign the contract electronically.

Legal basis for the above processing

Art. 6 (1) sentence 1, point b) GDPR applies to the processing of data to the extent required to implement reservations, to conclude and perform rental and framework agreements and for customer relations purposes, otherwise Art. 6 (1) point f) GDPR.

Legitimate interest, to the extent that Art. 6 (1) point f) GDPR applies to the type of processing concerned

Insofar as the processing of data for the purpose of settling the account with your employer or third parties or for clarification of facts (in particular in the case of accidents or administrative offences) is concerned, our legitimate interest is in being able to assert invoice amounts and other claims or to determine the party against which the damage claim is asserted.

4. Damage, accidents, administrative offences

Purposes of data processing

If you discover damage to our vehicles, if you or another person cause/causes such damage, or if you or another person are/is involved in an accident with one of our vehicles, then we will process your master data, communication data, contract data, financial data and, if applicable, data concerning health for the following purposes:

- receiving and processing complaints
- providing customer services in cases of damage
- settling claim
- processing damages resulting from accidents (processing based on information provided by you and third parties such as the police, subsequent renters, witnesses, etc.)

This includes the processing of the aforementioned data categories for purposes of settling claims, for example vis-à-vis insurance companies and/or insurance brokers.

When dealing with cases of damage and accidents, we also process your master data, communication data and contract data with a view to providing help in the form of our SIXT damage assistance services and mobility guarantee.

In case you voluntarily contracted the additional service "Easyfines", upon receipt of sanctions proceeding due to road traffic offences, Sixt will disclose to the provider of this service your master, communication, contract data and the received notification for the purposes of rendering the services.

We also process your master data, communication data and contract data for purposes of fulfilling legal obligations (e.g. providing information to investigating authorities).

Should the competent authorities suspect you of having committed an administrative or criminal offence with one of our vehicles, then we will process not only the master data pertaining to you that we have stored, but also the data conveyed to us by the competent authorities.

We also process your master data, communication data, financial data, contract data and, if applicable, data concerning health, for purposes of upholding and asserting any claims that we may have against you, for example claims resulting from non-payment or damage caused to our vehicles.
Legal basis for processing

Art. 6 (1) sentence 1 point b) GDPR applies to data processing for purposes of complaints management, providing customer services in cases of damage, processing damages resulting from accidents and disclose of data for the additional service “Easyfines”.

Art. 6 (1) sentence 1 point c) GDPR applies to data processing for purposes of processing damages resulting from accidents and from the legal duty to identify drivers upon section 11 of the Royal Decree Legislative 6/2015, of 30th October, that enacted the Traffic, Use of motor vehicles and Road safety Act,

Art. 6 (1) sentence 1 point f) GDPR applies to data processing for purposes of settling claims, asserting any claims that we may have against you, and handling claims relating to administrative offences.

Art. 9 (2) point f) GDPR applies to the processing of data concerning health for purposes of establishing, exercising or defending legal claims.

Legitimate interest, to the extent that Art. 6 (1) sentence 1 point f) GDPR applies to the type of processing concerned

Our legitimate interests in using your personal data for purposes of settling claims and asserting any claims that we may have against you lies in our desire to ward off damage to our company and to ensure that we can provide our customers with undamaged vehicles. We are moreover obliged, pursuant to our contractual relations with third parties (e.g. insurance companies and/or insurance brokers), to process your data for purposes of settling claims. Our legitimate interests in this respect lie in ensuring our contractual fidelity.

Categories of recipients of your data

For the purposes described in the foregoing, we disclose your data to the following recipients: public authorities (investigating authorities; regulatory authorities; police authorities), collecting companies, experts, assistance services providers, lawyers, insurance companies and insurance brokers. Regarding the service “Easyfines” your data will be disclosed to the Company rendering the service.


Purposes of data processing

SIXT vehicles may have so-called “connected vehicle” functionalities which enable us to process location data as well as vehicle status information such as date of expiration for the next inspection, vehicle locking, vehicle speed, status of sensors and activation of safety systems (e.g. airbags). These data are processed exclusively for the purpose of handling the rental process when using the Sixt App (cf. → Reservation and rental via the Sixt App), to prevent property offences if the vehicle is not returned within the agreed rental period or is used outside the contractually agreed region (as well as near the border or in port areas); maintenance and care of our fleet and; to determine, verify and investigate car damages. Sixt collects this data by itself or receives it from the respective vehicle manufacturer.

Legal basis for processing

Art. 6 (1) sentence 1 point b) and f) GDPR.

Legitimate interest, to the extent that Art. 6 (1) sentence 1 point f) GDPR applies to the type of processing concerned

Our legitimate interest in using your personal data to prevent property offences, for the maintenance and care of our fleet and to determine, verify and investigate car damages and accidents is to protect our vehicle fleet and our contractual and non-contractual rights.
Categories of recipients of your data

For certain markets and vehicle categories, we work with external geolocation service providers (Track & Trace) to prevent property offences. In order to prevent and/or prosecute property offenses, location data can be passed on to authorities (investigating authorities, law enforcement authorities, police authorities).

6. Risk.Ident

Purposes of data processing

To prevent cases of fraud we use the services of Risk.Ident GmbH, Am Sandtorkai 50, 20457 Hamburg, Germany. Risk.Ident uses cookies and other tracking technologies to collect and process data (→ cf. Cookies and App-Tracking) to determine the end device used by the user and user behaviour. The data are not attributed to a specific user. Any IP addresses that are collected by Risk.Ident are immediately anonymised.

Risk.Ident stores the data in a database for fraud prevention. The database also stores data transmitted by us to Risk.Ident concerning end devices which have already been used for (attempted) fraud, as well as any associated master data, communication data and contract data.

During a reservation process, we retrieve a risk assessment concerning the user's end device from the Risk.Ident database. This risk assessment on the probability of a fraud attempt takes into account, among other things, whether the end device has connected via different service providers, whether the end device shows that the geo reference changes frequently, the number of transactions that have been made via the end device, and whether a proxy connection is used.

Legal basis for processing

Legal basis for processing is Art. 6 (1) sentence 1 point f) GDPR.

Legitimate interest, to the extent that Art. 6 (1) sentence 1 point f) GDPR applies to the type of processing concerned

Our legitimate interest in using your personal data in this type of processing to prevent property offences is to protect our vehicle fleet and our contractual and non-contractual rights.

Categories of recipients of your data

We transmit data to Risk.Ident GmbH, Am Sandtorkai 50, 20457 Hamburg, Germany for the above-stated purpose.

7. Processing based on statutory provisions

Purposes of data processing

We process your master data, communication data, contract data, financial data and location data for purposes of fulfilling the legal obligations to which SIXT is subject. These require us to process data, for example in order to comply with duties of disclosure vis-à-vis authorities and to comply with the processing requirements as stipulated by commercial and tax law provisions (e.g. the preservation period for bookkeeping documents and accounting records as per the Spanish General Taxation Law and Code of Commerce).

Legal basis for processing

Art. 6 (1) sentence 1 point c) GDPR

Categories of recipients of your data

The authorities may require us to disclose your data to them for the purposes described above.
8. Improving our processes and offerings

**Purposes of data processing**

We process your master data, communication data and contract data, as well as any data provided voluntarily, for purposes of optimising our processes and offerings.

This involves, for example, compiling and evaluating rental reports, implementing capacity planning to improve vehicle allocation procedures, setting up a data warehouse, analysing and rectifying sources of error, and conducting customer satisfaction surveys.

To improve the quality of our offering and our customer services, we process your master data and contract data on the basis of an algorithm with a view to, for instance, creating profiles and probability values in relation to future rentals and to take-up rates for our offers.

We also process your master data, communication data and contract data in connection with our collaboration with franchise partners, cooperation partners and agency partners, and for purposes of optimising the related processes and offers (cf. → Reserving and renting vehicles).

We also process address data originating from external service providers to update our address database and to ensure that the master data we use for contract handling is correct.

**Legal basis for the above processing**

Art. 6 (1) sentence 1 point a) of the General Data Protection Regulation (GDPR) applies where consent is required to implement measures intended to optimise our processes and offers.

Art. 6 (1) sentence 1 point f) GDPR.

**Legitimate interest, to the extent that Art. 6 (1) point f) GDPR applies to the type of processing concerned**

Our legitimate interests in using your personal data to improve our services and customer services lie in the fact that we want to offer you the best possible services and to sustainably improve customer satisfaction.

**Categories of recipients of your data**

For the purposes described in the foregoing, we disclose your data to the following recipients: IT service providers, call centres, cooperation partners, agency partners and franchise partners.

9. Events and donations

**Purposes of data processing**

We may also process your master data and communication data to invite you to events as part of our customer service and customer loyalty activities. We may moreover use your master data and communication data for charitable purposes (e.g. to appeal for donations).

**Legal basis for the above processing**

Art. 6 (1) sentence 1 point f) GDPR applies to data processing for purposes of acquiring customers, strengthening customer relations and managing business customers.

**Legitimate interest, to the extent that Art. 6 (1) point f) GDPR applies to the type of processing concerned**

Our legitimate interests in using your personal data for customer service, customer loyalty and charitable purposes lie in our desire to, on the one hand, offer the best possible services and sustainably raise customer satisfaction, and, on the other, fulfil the social responsibilities that we, as a large company, are bound to.
Categories of recipients of your data

For the purposes described in the foregoing, we disclose data relating to contacts at our business customers to the following recipients: IT service providers, call centres, event organisers.

10. Cookies and App-Tracking

Purposes of data processing

Our websites use “cookies”. Cookies are small text files that are copied from a web server onto your hard disk. Cookies contain information that can later be read by a web server within the domain in which the cookie was assigned to you. Cookies cannot execute any programmes or infect your computer with viruses. The cookies used by us neither contain personal data nor are they connected to any such data. Tracking tools store data about the use of the app either in the app itself or they transmit (anonymized) usage evaluations to the operator of the app.

Further information on cookies and on deactivating them can be found in the cookie policy of the respective website (accessible via the link in the respective cookie banner and under the menu item “privacy policy”). App tracking can be deactivated in the App using the switch at the bottom of the privacy policy.

Legal basis for the above processing

The legal basis for this data processing is found in Art. 6 (1) sentence 1 point b) (precontractual processing) and f) GDPR as long as personal data is processed.

Legitimate interest, to the extent that Art. 6 (1) point f) GDPR applies to the type of processing concerned

Our legitimate interests in processing your personal data via our websites and App lie in our desire to optimise our internet offering and, as such, offer our customers best possible services and sustainably increase customer satisfaction.


11.1 Unlocking/returning vehicles via Bluetooth or via location data.

Purposes of data processing

The vehicle is unlocked/returned via the Bluetooth function of your smartphone, provided Bluetooth is already enabled. If you have not enabled Bluetooth, the vehicle is unlocked/returned via GSM and your smartphone’s location tracking, provided you have enabled location services. In order to use the geolocation on your smartphone, which is required to use this service, the Sixt App accesses your smartphone GPS data. The location data is only processed locally in the App and is not stored.

At the end of a rental we process mileage, fuel level and the time the rental ended in order to properly invoice your journeys.

Legal basis for the above processing

The aforementioned data processing procedures serve the purpose of preparing or performing a contract as well as meeting legal requirements and the legal basis for such processing is found in Art. 6 (1) sentence 1 point b) and Art. 6 (1) sentence 1 point c) GDPR.
11.2 Digital payment at partner filling stations

Purposes of data processing

The App may be used to pay for refuelling a vehicle at a partner filling station. For this purpose, the positions of the vehicle and your smartphone are determined and validated. This process requires you to have geo-localisation enabled on your smartphone. For security reasons, refuelling at SIXT’s expense can only be carried out if it is ensured that the vehicle and the rental partner are at the correct filling station. Once the refuelling process is completed, the fuel quantity and the costs are sent to SIXT for invoicing.

Legal basis for the above processing

The aforementioned data processing serves to perform the contract; the legal basis for processing is Art. 6 (1) point b) GDPR

Transfer to third countries

If you use our services to reserve vehicles that are to be rented in a third country, we transmit your personal data and the data of any additional drivers to our business partners in such third country. This also applies if you use partner programmes from third countries. In cases of damage and/or accidents suffered in a third country, we may send your personal data and data of any additional drivers to the competent authorities and to insurance companies in such third country.

The transfer of your data to a third country is based on an adequacy decision by the European Commission. If no adequacy decision by the European Commission exists for the respective third country, then the transfer to that third country will take place subject to appropriate safeguards as per Art. 46 (2) GDPR. You can request copies of the aforementioned safeguards from SIXT by writing to the address specified above (cf. → Controller). Third countries are countries outside the European Economic Area. The European Economic Area comprises all countries of the European Union as well as the countries of the so-called European Free Trade Association, which are Norway, Iceland and Liechtenstein.

Navigation systems and connection to mobile devices

The use of a navigation system in the vehicle during the rental period may result in the navigation data being stored in the vehicle. When mobile phones or other devices are connected to a vehicle, the data of such devices could also be stored in the vehicle. Sixt does not collect or process this data.

Storage duration/criteria for storage duration

SIXT stores your personal data until they are no longer necessary in relation to the purposes for which they were collected or otherwise processed (cf. → Purposes of data processing at SIXT). If you have not rented with SIXT for six years, your customer account will be deleted for inactivity. We carry out this deletion routine once a year. Where SIXT is under legal obligation to store personal data, it will store personal data for the preservation period stipulated by law. The preservation period for commercial documents, which include bookkeeping documents and accounting records (including invoices), is 6 years (Section 30 of the Code of Commerce). During this period, your data may be subject to restricted use within day-to-day operations if its processing serves no further purposes.

Your rights

1. Rights pursuant to Art. 15 - 18, 20 GDPR

You have the right to, at reasonable intervals, obtain information about your personal data under storage (Art. 15 GDPR). The information you are entitled to includes information about whether or not SIXT has stored personal data concerning you, about the categories of personal data concerned, and about the purposes of the processing. Upon request, SIXT will provide you with a copy of the personal data that are processed.

You also have the right to obtain from SIXT the rectification of inaccurate personal data concerning you (Art. 16 GDPR).
GDPR).

You furthermore have the right to obtain from SIXT the erasure of personal data concerning you (Art. 17 GDPR). We are under obligation to erase personal data in certain circumstances, including if the personal data are no longer necessary in relation to the purposes for which they were collected or otherwise processed, if you withdraw the consent on which the processing is based, and if the personal data have been unlawfully processed.

Under certain circumstances, you have the time to have the processing of your personal data restricted (Art. 18 GDPR). These include circumstances in which you contest the accuracy of your personal data and we then have to verify such accuracy. In such cases, we must refrain from further processing your personal data, with the exception of storage, until the matter has been clarified.

Should you opt to change to a different vehicle rental company, you have the right either to receive, in a machine-readable format, the data that you provided to us based on your consent or on a contractual agreement with us, or to have us transmit, also in a machine-readable format, such data to a third party of your choice (Right to data portability, Art. 20 GDPR).

2. No contractual or legal obligation to provide data/consequences of failure to provide data

You are not contractually or legally obliged to provide us with your personal data. Please note, however, that you cannot enter into a vehicle rental contract with us or avail of other services provided by us if we are not permitted to collect and process the data as required for the purposes specified in the foregoing (cf. → The purposes of data processing at SIXT)

3. Right to object pursuant to Art. 21 GDPR

If the processing of your data by SIXT is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller (Art. 6 (1) sentence 1 point (e) GDPR) or if it is necessary in the legitimate interests of SIXT, then you have the right to object at any time, on grounds relating to your particular situation, to the processing of your data. SIXT will then end the processing, unless we can present compelling legitimate grounds for such processing that supersede the grounds for ending the processing.

You may object, at any time and without restriction, to the processing of your personal data for purposes of direct advertising.

4. Right to withdraw consent at any time

If data processing at SIXT is based on your consent, then you have the right to, at any time, withdraw the consent you granted. The withdrawal of consent shall not affect the lawfulness of processing between the time consent was granted and the time it was revoked.

5. Right to lodge a complaint

You have the right to lodge complaints with the supervisory authority responsible for SIXT. Please send such complaints to the following address:

Agencia Española de Protección de Datos
C / Jorge Juan, 6
28001 – Madrid

L. GENERAL PROVISIONS

1. The renter shall be entitled to receive a copy of these general conditions in Spanish, as has been stated in the versions of this document drawn up in other languages. In the event of any discrepancy, the prevailing version shall be that drawn up in Spanish.

2. Credits compensation shall operate in accordance with the laws in force. In this regard, security deposit shall only be offset after verification the renter has complied with all of its obligations in accordance with paragraph E.3.5 of this Terms and Conditions’

3. If there is more than one renter, all the renters shall be severally liable vis-à-vis the owner.
4. All rights and obligations deriving from these conditions and from the contract shall apply also to the authorised drivers.

M. AMENDMENTS

1. There exist between the renter and the owner no agreements which have not been reflected in writing in the rental contract or in these general conditions. Any amendments to them must be recorded in writing and signed by both parties.

N. CUSTOMER SERVICE DEPARTMENT, APPLICABLE LAW

In case of doubts or claims you can contact our Customer Service Department as follows:

- By sending an email to the address clientes@sixt.com indicating in the field Subject the rental contract number.
- Directly in any of our branches, where you will be given a form for these purposes.
- By sending a letter to Sixt Rent a Car, Calle del Canal de Sant Jordi 29, local 2, Polígono Son Oms, 07610 Palma de Mallorca, Spain, to the attention of the Customer Service Department.
- Contacting us by phone under the number +34 - 871.18.06.34.

In accordance with Art. 90 of the General Law for the Defense of Consumers and Users (Law 1/2007, of November 16) in case of discrepancy that may arise in the interpretation or execution of these General Conditions, the parties expressly submit to the Courts and Tribunals of the place of performance of the obligation.

In relation to customers residing in the European Union who have rented in another European Union country and were not satisfied with the company's response, they can choose to forward their claim to the European Car Rental Conciliation Service (ECRCS), through its website (https://www.ecrcs.eu).

(07.08.2019)