

# SIXT ONE

## Rewards Program Terms & Conditions

Welcome to the **SIXT ONE** Rewards Program (the “Program”) offered and operated by Sixt One GmbH, a German corporation (“SIXT”, “we”, “our”, or “us”). The Program is free of charge and rewards loyal customers who participate in the Program (the “Member(s)” or “you”). Through the Program, Members are offered the opportunity of earning Status Points and Rental Points (each as defined below) when renting vehicles in order to receive certain benefits for future rentals with SIXT. By enrolling or participating in the Program (“Membership”), you agree to be bound by the following terms and conditions (“Terms and Conditions”):

### **1. Member Qualifications and Enrollment.**

To enroll in the Program, where Membership in the Program is not otherwise prohibited by law, Members must be (i) individual natural persons, (ii) residents of the United States of America and (iii) have the required legal age for renting a vehicle in their respective state. No payment or other monetary consideration is required for Membership in the Program. Members may only have one Membership, and each Membership shall belong to only one individual (no group or family Memberships are allowed). No employees of any SIXT company or affiliate may participate in the Program.

If for whatever reason there is a dual account for a single Member, SIXT may in its discretion terminate the duplicative account and any Status Points (as defined below) or Rental Points (as defined below) may be transferred to the remaining Member account (excluding any Status Points or Rental Points that were earned as part of a registration or general Program promotion).

When enrolling into the Program, customers will have to provide personal information, including, but not limited to, first and last name, country of residence, and email address. Each customer must use the exact name that appears on the customer’s driver’s license. If you were previously a Member and your Membership in the Program was revoked, you may not apply for a new Membership.

To join the Program, each customer must have a SIXT account which is comprised of a login and password and the creation of a SIXT profile (“SIXT Account”). Please note that customers are not obligated to become Members of the Program in order to create/maintain a regular SIXT Account. If you do not have an existing SIXT Account, you can create one and then register for the Program. Creating a SIXT Account will not automatically enroll anyone into the Program. Customers can register for the Program in the following ways:

#### Over the SIXT Webpage or via Mobile Application

To register for Membership in the Program, create or login to your SIXT Account. After creating your SIXT Account and/or logging in, you will be prompted to register for the

Program or will see a Program sign-up link. Follow the online prompts, filling out the required information, and reading and accepting the Terms and Conditions by clicking the “I agree” checkbox. Members must verify their email address in the registration process or will not otherwise be admitted to the Program.

#### In person at a SIXT Branch

If available, you may register for Membership in the Program by visiting a branch of any SIXT company or affiliate (each a “SIXT Branch”) in the United States. Individuals who apply for Membership will be prompted to complete the steps on the Orange tablet at the SIXT Branch. If you have not created a SIXT Account prior to this, you must create one prior to enrolling in order to become a Member. This may be done on your computer, phone or, if available, at a SIXT Branch.

The Membership into the Program shall commence if (i) the customer has successfully completed enrollment into the Program, including, but not limited to, verifying their email address (“Commencement Date”), and (ii) SIXT has accepted the customer’s application for Membership. In such case, the customer will receive an email confirming the Membership, at which point in time the customer becomes a Member and is bound by these Terms and Conditions. SIXT reserves the right to accept or reject any application for Membership in its sole discretion. Membership will remain active until: (a) Member terminates their enrollment in the Program, which may be done with or without cause, at any time after the Commencement Date; or (b) the Member’s Membership in the Program is terminated by SIXT, which may be done by SIXT at any time, with or without cause, with written notice unless such termination is not permitted by law. More information and details can be found in Section 9 (*Member Termination*) of these Terms and Conditions .

To the fullest extent permitted by applicable law, by applying to become a Member and being accepted as a Member to the Program, you agree to receive electronic communications in an electronic form to the email address provided by you in your application for Membership. Communications sent would be transactional in nature and related to the Program itself. More information on electronic communications can be found in in Section 7 (*Program and Member Communications*) of these Terms and Conditions.

## **2. General Program and Membership Information.**

Once enrolled, Members in the Program will be eligible to receive points that will be applied towards their Status Level (as defined below) (“Status Points”) and points that Members will be allowed to redeem on rentals (“Rental Points”) in accordance with these Terms and Conditions. Members may be able to earn both Status Points and Rental Points simultaneously if they meet the requirements laid out in these Terms and Conditions. Certain types of rentals may prevent Members from earning both Status Points and Rental Points. More information and details on Status Points and Rental Points can be found below in Section 3 (*Status Points*) and Section 5 (*Rental Points*) of these Terms and Conditions.

After joining the Program, Members will be able to log into their SIXT Account online (via the SIXT webpage or mobile application) and will have access to the “SIXT ONE” page on their SIXT Account in which they can find information on their Membership such as number of Status Points, number of Rental Points, their Member ID (as defined below) and other Program or Membership relevant information.

Upon confirmation of their enrollment, each Member will be assigned an identification number (“Member ID”). As stated in Section 1 (*Member Qualifications and Enrollment*) of these Terms and Conditions, each Member ID will belong to only one (1) individual natural person. Only the Member is allowed to use their Member ID. When booking through the Member’s SIXT Account, the Member’s Member ID will be automatically added to any reservation made and linked to the future rental transactions which will enable the Member to earn Status Points and Rental Points, subject to these Terms and Conditions. If a Member is booking through a third party, the Member must enter their Member ID in order to have the possibility of earning Status Points or Rental Points, or both, subject to these Terms and Conditions.

This Program is intended to benefit individuals rather than companies. Members may use their Status Points or Rental Points for any personal or business purposes they choose. All connected SIXT Accounts (such as a personal profile and corporate profile) are linked and Status Points, Rental Points, and Status Benefits (as defined below) will be collected jointly from both corporate/business and private rentals under a single Member ID. Status Points, Rental Points and Status Benefits (as defined below) may not be transferred to another Member ID.

Rules, qualifications, and requirements on how to earn and redeem Status Points and Rental Points are found below in Section 3 (*Status Points*) and Section 5 (*Rental Points*) of these Terms and Conditions. Members of the Program have the possibility of earning and redeeming Status Points or Rental Points, and enjoying Status Benefits (as defined below), for rentals that occur in SIXT Branches located in the following SIXT corporate countries:

United States (excluding Ohio and Indiana)

Canada

Germany

Austria

Belgium

France

Italy

Netherlands

Great Britain

Spain

Switzerland

Luxembourg

Monaco (the “Corporate Countries”).

Rentals made in any SIXT Branches located outside of the Corporate Countries are excluded from the Program and as such, Member will not earn and will not be able to redeem any Status Points, Rental Points or enjoy Status Benefits outside of the Corporate Countries. For clarification, if a Member makes a reservation with pick-up at a SIXT Branch outside of the Corporate Countries, that reservation will not be eligible for any Rental Points or Status Points even if the drop-off location is in a Corporate Country.

SIXT reserves the right to make changes or additions to the Terms and Conditions of the Program at any time, including but not limited to the conditions of becoming a Member, the accrual or redemption of Rental Points or Status Points or anything else related to the Program. Members will be notified of any changes to these Terms and Conditions thirty (30) days prior to any modification that may come into effect. Any changes to the Program will be announced on Program communication channels such as email and the SIXT webpage. Members may use any Status Points or Rental Points they have accrued through their Membership in those thirty (30) days or may choose to terminate their Membership within those thirty (30) days, subject to all applicable laws and to Section 9 (*Member Termination*) of these Terms and Conditions. SIXT reserves the right to terminate, restrict, suspend or amend the Program at any time and for any reason in its sole discretion. Termination of the Program shall result in the automatic termination of every Member’s Membership, subject to any applicable laws.

The Program is a loyalty rewards program and any rewards and accrued benefits earned by Member under this Program do not constitute property of a Member. For clarification, Status Points and Rental Points, as well as Status Benefits (as defined below), are not property of a Member and cannot be redeemed for cash or any other monetary value at any time throughout the Membership including upon termination of the Membership regardless of how such termination came to be effectuated.

SIXT may, in its absolute and sole discretion, revoke a Member’s Status Points, Rental Points and/or Status Benefits (as defined below) if SIXT discovers that Member is earning, using, or attempting to earn or use said Status Points, Rental Points or Status Benefits in a fraudulent way. SIXT may also suspend or terminate Member’s Membership in the Program in accordance with Section 9 (*Member Termination*).

### **3. Status Points.**

The Program will offer four (4) different status levels that Members may qualify for throughout their Membership (“Status Level(s)”: Silver, Gold, Platinum, and Diamond. Each Status Level has different benefits that come with the Status Level (“Status Benefits”).

By earning a certain number of Status Points within a calendar year, you will qualify for one of the Status Levels (as set out in the table below). Status Points are earned for certain qualified vehicle rentals with a SIXT Branch in one of the Corporate Countries. For every ten Euros (€ 10.00) spent, a Member will earn one (1) Status Point. Please note that taxes, fees and other obligatory charges are excluded from the calculation and will not be counted towards Status Points. For clarification, the only spend that counts towards Status Point calculation is the time and mileage base rental rate plus any additional add-ons the customer purchases per Eligible Rental (as defined below). Taxes, fees, and mandatory charges will not be counted towards the Status Point calculation. If a Member pays for an Eligible Rental (as defined below) in a Corporate Country in a currency other than Euro (€), the number of Status Points the Member receives will be calculated based off the official exchange rate of the European Central Bank as of the date the invoice for the Eligible Rental (as defined below) is generated internally at SIXT upon the return of the rental vehicle – all invoices will have the date of generation visible. The number of Status Points a Member has earned within a calendar year will determine that Member’s Status Level. The Silver Status Level is the base Status Level which Members will automatically be at once they join the Program at the Commencement Date of their Membership. The next Status Level is Gold, followed by Platinum and finally Diamond, the highest Status Level of the Program.

For the calculation of Status Points, SIXT will follow a calendar year approach. This means that the number of Status Points of each Member will be reset to zero (0) after each calendar year. Any invoices or balances regarding any Eligible Rental will be counted toward the calendar year in which the invoices or balances were generated.

Once a Member has achieved a Status Level, such Status Level will remain regardless of the activity of such Member until December 31st of the calendar year following the calendar year in which the Status Level was achieved (“Status Period”). As of January 1st, following the expiry of the respective Status Period, the Status Level will be automatically renewed for one calendar year if the Member has earned sufficient Status Points to retain the respective Status Level (as set out in the table below) within the prior calendar year. If the Member has not earned sufficient Status Points to retain the respective Status Level in the prior calendar year, the Member will receive a notification, will lose their Status Level and will be downgraded according to their earnings of Status Points (e.g. ranking in Silver Status Level if the Member has not earned 200 Status Points in the prior calendar year).

To illustrate this concept, consider the following example: If a Member reaches Gold Status Level in September of 2025, that Member’s Gold Status Level will remain valid until December 31st, 2026. If the Member does not earn the required Status Points during the calendar year 2026 to retain the Gold Status Level, then the Member would be downgraded to the Silver Status Level as of January 1st, 2027.

As soon as a Member qualifies for the next higher Status Level (e.g. as soon as the Member has earned 200 Status Points within the respective calendar year), the Member will be upgraded to the next higher Status Level. The Member will receive a confirmation email confirming the new Status Level. At the sole discretion of SIXT, some Members may not be subject to downgrades of Status Levels regardless of whether they have met the Status Points requirements for the different Status Levels. SIXT may award Status Points to Members on a case-by-case basis. Status Points cannot be purchased. Status Points may also be earned during special SIXT or third-party promoted campaigns or promotions.

The Status Levels are determined as follows:

<b>SILVER</b>	<b>GOLD</b>	<b>PLATINUM</b>	<b>DIAMOND</b>
Base Status Level: upon start of the Membership	200 Status Points in a calendar year	400 Status Points in a calendar year	600 Status Points in a calendar year

As stated above in this Section, Members will earn one (1) Status Point for every ten Euros (€ 10.00) spent on Eligible Rentals excluding from this calculation any money spent on taxes, fees, or other obligatory charges (for example: Airport Concession Fees or CFC Charges). “Eligible Rentals” are defined as the following rentals (which, in any case, must be for a rental period of twenty-seven (27) days or less): (a) vehicle rentals made on the SIXT website, application, or in person at a SIXT Branch in a Corporate Country; (b) B2B rentals on a third-party platform, if applicable and eligible, by Members logged into the SIXT Account and provided that the name of the Member is indicated as the driver on the invoice.

The following types of rentals shall not be considered Eligible Rentals: (a) any rentals made through partner websites, such as Expedia (classified as B2P rentals); (b) any rental made or with a pick up location outside of the Corporate Countries; (c) any rentals made as corporate customers if Member’s company explicitly prohibits Members to participate in the Program; (d) any insurance replacement rentals; (e) any dealer replacement, body shop or fleet replacement rentals; (f) any rentals that are booked via travel brokers or agencies, specific third-party booking platforms or that are part of a tour package; (g) rentals for which a reservation was made, but the actual rental never occurred (due to either a cancellation or no-show); (h) any long-term rentals (rental for longer than twenty-seven (27) days); and (i) car sharing, ride hailing or subscription models including, but not limited to, SIXT Share, SIXT Ride, and Sixt +.

Members of the Program will receive the Status Points into their SIXT Account only after an Eligible Rental has been successfully completed. Within seven (7) days after the date on which the invoice for the Eligible Rental has been generated internally at SIXT upon the return of the rental vehicle, the applicable Status Points will be credited to the Member’s SIXT Account. If the Status Points do not show up within the aforementioned time period, the Member can contact the SIXT customer service via [sixtone@sixt.com](mailto:sixtone@sixt.com) within three (3)

months following completion of the Eligible Rental (including full payment) to have the appropriate Status Points credited to their SIXT Account. Members will be able to see their number of Status Points, as well as their Status Level, on the “SIXT ONE” page of their SIXT Account.

Members who have a certain status in any of SIXT’s partner’s loyalty programs may be eligible for a status match, allowing the Member to receive a comparable Status Level in the Program without having met the qualifications laid out above (“Status Match”). A Status Match will be communicated by SIXT’s partners and Members will be prompted to follow instructions on a landing page, including uploading proof of said status, in order to get the Status Match. Members may choose to earn frequent flyer miles, hotel points or other rewards offered in connection with SIXT’s partners for Eligible Rentals and may also simultaneously earn Status Points. Members may have to provide proof of identification in order to obtain said Status Match. IN NO EVENT SHALL SIXT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO ANY THIRD-PARTY’S REWARDS POINTS OR PROGRAMS.

#### **4. Status Benefits.**

Each Status Level is accompanied by specific Status Benefits. The Status Benefits include (i) member-only email offers, (ii) Member Discounts (as defined below), (iii) vehicle upgrades, and (iv) priority pickup at certain SIXT Branches in the Corporate Countries.

Gold Status Level, Platinum Status Level and Diamond Status Level Members are eligible to receive discounted rates when they log on to their Member SIXT Account and make a reservation on the SIXT webpage or application (“Member Discounts”). Member Discounts cannot be combined with corporate rates or other promotions (such as discounted rates offered through email campaigns). However, Member Discounts may be used in conjunction with Free Rental Days (as defined below). The amount of the Member Discount depends on (i) the Member’s Status Level, (ii) the category of vehicle booked and (iii) the length of the rental period, and will be calculated based on the time and mileage of the rental. The Member Discount is not applicable towards taxes, fees and obligatory charges. The Members will be able to see the Member Discount applied in the “price details” section of the booking flow found on the SIXT webpage or mobile application.

Free vehicle upgrades are available for Platinum Status Level and Diamond Status Level. Such Members will be able to receive a vehicle in a higher category than the one they booked in their Corporate Country reservation. Vehicle upgrades are subject to availability. In case a vehicle upgrade cannot be provided to a Member at Diamond Status Level, SIXT will, at its sole discretion, offer such Member an alternative form of benefit.

Members will also have access to a designated counter area at the applicable SIXT Branches in Corporate Countries where they can experience a faster pickup of their vehicle. A summary of the Status Benefits can be found in the chart below:

	<b>Silver</b>	<b>Gold</b>	<b>Platinum</b>	<b>Diamond</b>
<b>Member-only offers</b>	Exclusive email offers	Exclusive email offers	Exclusive email offers	Exclusive email offers
<b>Member Discounts</b>	-	Up to 10% discount	Up to 15% discount	Up to 20% discount
<b>Vehicle upgrades</b>	-	-	Free vehicle upgrades upon availability	Free vehicle upgrades upon availability*
<b>Priority pickup</b>	Priority pickup at certain SIXT Corporate Country Branches	Priority pickup at certain SIXT Corporate Country Branches	Priority pickup at certain SIXT Corporate Country Branches	Priority pickup and Diamond Lounge access at selected SIXT Corporate Country Branches
<b>Rental Points</b>	1€ = 1 Rental Point	1€ = 1.1 Rental Points	1€ = 1.2 Rental Points	1€ = 1.3 Rental Points

\* SIXT will use reasonable efforts to provide a vehicle upgrade for Diamond Members, however, circumstances may not always allow for such upgrade, in which case, and alternative form of benefit, in SIXT's discretion, may be offered to Diamond Member.

To re-emphasize, the Status Benefits (in addition to the Status Points and Rental Points) are only available in the Corporate Countries. If a Member books a SIXT rental anywhere else other than in a SIXT Branch in a Corporate Country, the Member will not be able to earn or redeem Status Points, Rental Points or enjoy Status Benefits.

## 5. Rental Points.

All Members enrolled in the Program are eligible to earn Rental Points which may be then redeemed on future rentals at SIXT Branches in Corporate Countries. Rental Points will be earned for Eligible Rentals. The time and mileage base rate, and any additional protection packages that are purchased are considered qualifying euros ("Qualifying Euro(s) Spent"). Additional add-ons purchased (such as GPS, additional driver, child seats, fuel or toll purchase options, etc.), taxes, surcharges, mandatory fees and obligatory charges are excluded from Qualifying Euros Spent.

For every Qualifying Euro Spent, Members at Silver Status Level will earn one (1) Rental Point. Members in higher Status Levels can earn Rental Points at accelerated rates as displayed in the following graph:

<b>Member Status Level</b>	<b>Rental Points per Qualifying Euro Spent</b>
Silver	1.0
Gold	1.1
Platinum	1.2
Diamond	1.3



If a Member pays for an Eligible Rental in a Corporate Country in a currency other than Euro (€), the number of Rental Points the Member receives will be calculated based off the official exchange rate of the European Central Bank as of the date the invoice for the Eligible Rental is generated internally at SIXT upon the return of the rental vehicle – all invoices will have the date of generation visible. Rental Points will remain valid for twenty-four (24) months as of the end of the quarter in which the Member earned such Rental Points. For example, if a Member earns Rental Points in February 2025 (i.e. the first quarter of 2025), such Rental Points will expire at the end of the first quarter of 2027, i.e. on March 31st, 2027.

As stated above in this Section, Members will earn a certain number of Rental Points (between 1.0 and 1.3 depending on their Status Level) for every qualifying Euro Spent on Eligible Rentals excluding from this calculation any money spent on taxes, fees, or other obligatory charges (for example: Airport Concession Fees or CFC Charges). “Eligible Rentals” are defined as the following rentals (which, in any case, must be for a rental period of twenty-seven (27) days or less): (a) vehicle rentals made on the SIXT website, application, or in person at a SIXT Branch in a Corporate Country; (b) B2B rentals on a third-party platform, if applicable and eligible, by Members logged into the SIXT Account and provided that the name of the Member is indicated as the driver on the invoice.

The following types of rentals shall not be considered Eligible Rentals: (a) any rentals made through partner websites, such as Expedia (classified as B2P rentals); (b) any rental made or with a pick up location outside of the Corporate Countries; (c) any rentals made as corporate customers if Member’s company explicitly prohibits Members to participate in the Program; (d) any insurance replacement rentals; (e) any dealer replacement, body shop or fleet replacement rentals; (f) any rentals that are booked via travel brokers or agencies, specific third-party booking platforms or that are part of a tour package; (g) rentals for which a reservation was made, but the actual rental never occurred (due to either a cancellation or no-show); (h) any long-term rentals (rental for longer than twenty-seven (27) days); and (i) car sharing, ride hailing or subscription models including, but not limited to, SIXT Share, SIXT Ride, and Sixt +.

Members of the Program will receive the Rental Points into their SIXT Account only after an Eligible Rental has been successfully completed. Within seven (7) days after the date on which the invoice for the Eligible Rental has been generated internally at SIXT upon the return of the rental vehicle, the applicable Rental Points will be credited to the Member’s SIXT Account. If the Rental Points do not show up within the aforementioned time period, the Member can contact the SIXT customer service via [sixtone@sixt.com](mailto:sixtone@sixt.com) within three (3) months following completion of the Eligible Rental (including full payment) to have the appropriate Rental Points credited to their SIXT Account. Members will be able to see their number of Rental Points, as well as their Status Level, on the “SIXT ONE” page of their SIXT Account.

Members may choose to earn frequent flyer miles, hotel points or other rewards offered in connection with SIXT’s partners for Eligible Rentals instead of earning Rental Points in the Program. To clarify, if a Member chooses to earn miles or points with any of SIXT’s partners, the Member will not earn any Rental Points (unlike Status Points which, as explained in

Section 3 (*Status Points*) of these Terms and Conditions, may be earned concurrently with earning frequent flyer miles, hotel points or other rewards). Members can modify their settings in the “My Account” area of their SIXT Account and indicate whether they want to earn Rental Points or prefer partner points. IN NO EVENT SHALL SIXT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO ANY THIRD-PARTY’S REWARDS POINTS OR PROGRAMS.

## **6. Free Rental Days.**

When Members are booking certain qualified rentals on the SIXT webpage or mobile application, they will have the option to redeem Rental Points to have the time and mileage base rate of a rental day covered by their Rental Points (“Free Rental Day(s)”). There will be a section shown on the booking site that states “Points balance” and the “Select your Free Rental Days” option will show Members how many Free Rental Days they can redeem with their Rental Points. The number of Rental Points required for a Free Rental Day will vary based on rental location, vehicle category, and length of rental. The value of the Rental Points to be redeemed will be calculated at the time of booking. Rental Points can only be redeemed for a Free Rental Day for rentals made on the SIXT webpage or mobile application with SIXT Branches located in a Corporate Country.

Rental Points cannot be redeemed for the following types of rentals: (a) reservations made using a negotiated corporate rate; (b) reservations made via third-party booking tools; (c) reservations made via Cobra, Lynx or any other agent tool; (d) walk-in reservations; (e) rentals applying an insurance, dealer, body shop or fleet replacement rate, regardless of who pays for the rental; (f) rentals being part of a tour or travel package; and (g) car sharing, ride hailing or subscription models including, but not limited to, SIXT Share, SIXT Ride, and Sixt +.

Rental Points redeemed for a Free Rental Day will not cover the cost of (a) extra hourly or excess mileage charges; (b) taxes, surcharges, fees, obligatory charges or other governmentally imposed, authorized or permitted pass through fees; (c) license recoupment fees, airport fees and concession recoupment fees; (d) service charges and fees; (e) vehicle license recovery fees; or (f) any additional purchased optional items, including, but not limited to, additional driver, optional upgrades, fuel charges, tolls products, child seats, damage waivers and protection packages. Rental Points may not be redeemed for SIXT Van & Truck products.

Members can redeem their Rental Points for a minimum of one (1) Free Rental Day in increments of full days up to a maximum of seven (7) Free Rental Days per rental. Free Rental Days may be redeemed for any vehicle category and at any time of the year. Rental Points are only redeemable for Free Rental Days. Rental Points do not constitute property of a Member and cannot be redeemed for cash or other value at any time during the Membership, including upon termination of a Membership. Rental Points may be redeemed with other Member or promotional rates but may not be used in combination with vouchers or coupons.

If a Member redeems their Free Rental Day, and later cancels the reservation, any refund of Rental Points is at the discretion of SIXT. If a Member redeems their Free Rental Day and does not cancel the reservation or show-up to pick up their vehicle, any refund of Rental Points will be made at the discretion of SIXT.

If a Member makes a reservation and redeems Rental Points for a Free Rental Day, but later wishes to make a change to their reservation and such change affects the time and mileage base rate, the Free Rental Day will be removed and the Rental Points will be credited back to the Member's SIXT Account within forty-eight (48) hours. Members may also choose to cancel their original reservation in which the Free Rental Day was redeemed, wait the forty-eight (48) hour period for the Rental Points to be credited back to the Member's SIXT Account and then make a new reservation with the new desired length and redeem the Rental Points necessary to obtain a Free Rental Day in this booking. Rental Points may be redeemed for a Free Rental Day only for prepaid or pay on arrival reservations.

## **7. Liability**

SIXT shall not be liable to any Member for any incidental, indirect, consequential, special or punitive damages, or lost profits, goodwill savings, or use, or any kind or nature arising out of, or relating to the Membership, these Terms and Conditions or any services provided by SIXT, whether or not such damage or loss is foreseeable, whether Member has been advised of the possibility thereof or not, and whether such liability is asserted on the basis of contract, tort (including negligence or strict liability), or otherwise. Where the Program provides access to third-party rewards, offers, or services, SIXT assumes no liability for the availability, accuracy, legality, or quality of such third-party content unless SIXT has expressly adopted such content as its own or is otherwise responsible under statutory provisions.

## **8. Program and Member Communications.**

By participating in the Program, Members agree to communicate with SIXT using electronic means, unless you are contacting us to exercise a legal right in which case you can use any valid form of communication. To have a Membership, Members must verify their email address when enrolling into the Program. Members are required to keep a valid email address throughout their Membership and must keep their email address and other information under their Member SIXT Account up to date.

After enrolling in the Program, Member may receive communications including, but not limited to, account updates, promotional offers, reward notifications, Program changes, third-party promotions in SIXT newsletters, and other transactional or marketing content. Depending on applicable law, communications may be sent via email, SMS, push notifications, or other digital means using the contact information you provide. You may withdraw your consent at any time by updating your communication preferences in your

account settings or by using the unsubscribe link included in our emails. Please note that even if you opt out of marketing communications, you may still receive non-promotional messages necessary for the administration of your Membership.

SIXT will handle all personal information in accordance with its Privacy Policy, and applicable privacy and anti-spam laws. See more on our Privacy practice in Section 8 (*Privacy and Data Protection*) of these Terms and Conditions.

## **9. Privacy and Data Protection.**

SIXT is committed to protecting your personal information and ensuring your privacy. We will collect, use and disclose personal information in connection with the Program and underlying SIXT Account in accordance with our Privacy Policy which is available at [https://www.sixt.com/shared/data-protection/DSGVO\\_sixt\\_one.pdf](https://www.sixt.com/shared/data-protection/DSGVO_sixt_one.pdf) (“Privacy Policy”) and all applicable privacy laws and regulations, including, but not limited to the California Consumer Privacy Act (CCPA/CPRA), Canada’s Anti-Spam Legislation (CASL), and the General Data Protection Regulation (GDPR) where applicable. By applying to become a Member in the Program, and by participating in the Program and Membership, and where permissible by law, you consent to the collection, use, and disclosure of your personal information for the purposes of administering the Program, including tracking of Status Points, Rental Points, processing Status Benefits and receiving program related communications. SIXT reserves the right to amend its Privacy Policy from time to time, in its sole discretion.

## **10. Member Termination.**

Each Member has a right to terminate their Membership at any time for any reason, or no reason at, all by pressing the “Cancel Membership” button on the “SIXT ONE” page which can be found in the SIXT Account section when the Member is logged in. Alternatively, each Member can contact the SIXT customer service via [sixtone@sixt.com](mailto:sixtone@sixt.com) and request their Membership in the Program be terminated. The Member will receive an email confirming their Membership in the Program has been terminated. The termination of the Membership will occur within seven (7) days upon the submittal of the termination request. Once the termination of the Membership is confirmed, the Member will lose all Status Points and Rental Points and the Member will no longer be able to Redeem Points or access any Program benefits or promotions. For clarification, all Status Points, Rental Points and Status Benefits will be forfeited without compensation.

SIXT reserves the right to terminate any Member’s Membership into the Program at any time, for any reason, or no reason at all, in SIXT’s sole discretion, by providing Member with written notice (including notice sent via email or electronically). SIXT may also suspend a Member’s SIXT Account and may investigate to determine whether or not termination is warranted. Termination will become effective within seven (7) days of sending the notice to the Member.

In jurisdictions where SIXT has the right to terminate for good cause with immediate effect, such right remains unaffected. Good cause includes, but is not limited to, conduct by a Member that violates these Terms and Conditions or is otherwise deemed by SIXT to be fraudulent, abusive, or harmful to the interests of the Program or SIXT. Additionally, for purposes of administering this Program, it is considered fraudulent and abusive for Members to use a single Membership for the purpose of accumulating points for company use. Pursuant to Section 1 (*Member Qualification and Enrollment*) and Section 2 (*General Program and Membership Information*) of these Terms and Conditions, it is a violation of these Terms and Conditions for a Member to share their Membership (including their Member ID) with another individual or group of individuals for the purposes of earning or redeeming Status Points, Rental Points or Status Benefits on rentals or to complete any rental in the Member's name without the Member being present. If at any time a Member suspects their Member account may be the subject of fraud, the Member shall immediately inform SIXT. In such case, the Member account may be locked and the Member can reset their information.

## **11. Governing Law**

These Terms and Conditions shall be governed, construed and interpreted in accordance with the laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of laws of any other jurisdiction.

## **12. Class Action Waiver and Dispute Resolution Procedure**

Members and SIXT each waive their right to a jury trial or to participate in a class action pursuant to the following terms. To the extent permitted by applicable law, each Member agrees to arbitrate any and all claims, controversies or disputes of any kind ("Claims") against each other, including but not limited to claims arising out of or relating to these Terms and Conditions and the Membership as well as claims based on contract, tort (including intentional torts), fraud, agency, negligence, statutory or regulatory provisions or any other source of law. The arbitrator, and not any federal, state or local court or agency, shall have authority to resolve any and all disputes relating to the interpretation, applicability, enforceability or formation of these Terms and Conditions, including but not limited to any claim or claims that all or any part of these Terms and Conditions are void or voidable. Each Member and SIXT agree that no claims will be asserted in any representative capacity on a class-wide or collective basis, that no arbitration forum will have jurisdiction to decide any claims on a class-wide or collective basis, and that no rules for class-wide or collective arbitration will apply.

Each Member and SIXT agree, however, that either of them may bring an individual action in a small claims court with valid jurisdiction provided that the action is not made part of a class action, private attorney general action or other representative or collective action.

#### **DISPUTE RESOLUTION PROCEDURE:**

Before asserting a Claim in any proceeding, Member and SIXT agree that either party shall give the other party written notice of the Claim to be asserted thirty (30) days before initiating a proceeding and make a reasonable good faith effort to resolve the claim. If you are intending to assert a claim against SIXT, you must send the written notice of the claim to Attention: Corporate Creations Network Inc., 801 US Highway 1, North Palm Beach, FL 33408. If SIXT is intending to assert a claim against you, we will send the written notice of the claim to you at your address appearing in our records. No demand for arbitration may be made after the date when the institution of legal or equitable proceedings based on such Claim or dispute would be barred by the applicable statute of limitation. NO SETTLEMENT DEMAND OR SETTLEMENT OFFER USED PRIOR TO ANY LEGAL PROCEEDING MAY BE USED IN ANY PROCEEDING INCLUDING AS EVIDENCE OR AS AN ADMISSION OF ANY LIABILITY OR DAMAGES (OR LACK THEREOF) AND SHALL REMAIN CONFIDENTIAL BETWEEN THE MEMBER AND SIXT. If the Member and SIXT do not resolve the Claim within thirty (30) days after the above-described notice is received, either party may commence an arbitration by filing a demand for arbitration with the American Arbitration Association (“AAA”) pursuant to its Consumer Arbitration Rules. Claims will be resolved pursuant to the AAA’s Commercial Consumer Arbitration Rules in effect at the time of the demand, as modified by these Terms and Conditions, however, a single arbitrator will be selected according to AAA’s Consumer Arbitration Rules. The AAA rules can be found at [www.adr.org](http://www.adr.org). This arbitration agreement is subject to the Federal Arbitration Act. The arbitrator has no authority to join or consolidate claims, or adjudicate joined and consolidated Claims. The Member and SIXT agree that the arbitrator’s decision and award will be final and binding and may be confirmed or challenged in any court with jurisdiction as permitted under the Federal Arbitration Act. If the Member’s claim is (i) less than \$10,000, and (ii) the Member is able to demonstrate that the costs of arbitration will be prohibitive as compared to costs of litigation, SIXT will pay as much of Member’s filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost prohibitive as compared to the cost of litigation. The Member is responsible for all other costs/fees incurred in arbitration (e.g. fees for attorneys, expert witnesses, etc.). If any portion of this “Dispute Resolution Procedure” section or the “Arbitration Agreement and Class Action Waiver” section are deemed to be invalid or unenforceable or is found not to apply to a Claim, the remainder of said sections shall remain in full force and effect. However, if the “Arbitration Agreement and Class Action Waiver” section is deemed unenforceable, any class action claim(s) must proceed in a court of competent jurisdiction.

### **13. Additional Information.**

“SIXT”, “SIXT ONE” and all associated trademarks, logos and service marks, along with the contents, structure, and features of this Program are the exclusive property of SIXT and its affiliates (“SIXT Intellectual Property”). Enrolling in the Program and becoming a Member or having a Membership do not grant any Member, by implication, estoppel or otherwise, any license, interest or right in or to any of the SIXT Intellectual Property.

The Program is a loyalty rewards program. Any rewards or other accrued benefits earned hereunder, including Status Points or Rental Points, do not constitute property of a Member and cannot be redeemed for cash or other monetary value.

For any questions or queries, please email us at [sixtone@sixt.com](mailto:sixtone@sixt.com).