



# **General conditions of sale (GTC) for the intermediation of mobility services by Sixt**

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

## **A. General information**

1. These General Terms and Conditions ("GTC") apply (i) to the use of the mobile application ("Sixt-App") created by Sixt GmbH & Co Autovermietung KG ("Sixt") and (ii) to the intermediation via Sixt-App of the mobility and logistics service contracts ("Services") of mobility service providers cooperating with Sixt ("Service Provider(s)").
2. Within the meaning of these GTC, a "User" is a natural person or legal entity that uses the Sixt application, whether registered with Sixt for the use of the Services or with Sixt-App.
3. Consent to the GTC. In reserving a Service from a Service Provider via Sixt-App, the user accepts that these GTC are valid. If the User is a legal entity, the persons acting on said entity's behalf shall ensure that they have sufficient authority to represent the legal entity concerned.
4. Lack of validity of the User's General Conditions. The User's general conditions of use are not applicable, and as such, Sixt does not expressly object to them.

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

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

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

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

1. Contractual relations. Sixt allows the User to book Services with Service Providers (for example, the rental of electric scooters). Sixt is not a contractual partner of the User for the provision of the Service. Sixt only provides the User with a Service contract with a Service provider ("Service contract"). The User does not have the right to intermediation or to the conclusion of a Service contract. Sixt is not authorized to accept declarations of intent, which must be submitted directly to the Service Provider. For the use of the Service, the general conditions of the respective Service Provider apply. Consequently, Users will have exclusive rights against the Service Provider for, or in connection with, the provision of the Services.
2. Information about the Services. Information and content relating to the Services is provided by the respective Service Providers. The respective Service Provider is responsible for the completeness, correctness and legality of this information and content.
3. Conclusion of Service contracts. The Service contracts between the User and the Service Provider are concluded via Sixt-App as follows: firstly, the User selects the Service he needs (for example, rental, sharing or transport services) and selects the desired means of transport (for example, an e-scooter) in Sixt-App. The price of the Service is displayed. The User can then verify and correct the details of his request for Services before submitting a reservation request ("Reservation Request") by clicking on the "Start Trip" field or a field with similar details. If the User submits a reservation request via Sixt-App, he makes an offer to conclude a Services contract with the Service Provider. At the same time, the User confirms that he will comply with all applicable traffic and road safety regulations and also with the other legal regulations in force when using the means of mobility concerned. The Service contract between the User and the Service Provider is concluded when the User clicks on the "Confirm" field in Sixt-App.

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

1. Intermediation fees. The intermediation of the Service by Sixt to the User is free for the User. The costs agreed in the Service provision contracts concluded through Sixt-App include any other possible costs and legal taxes.
2. Payment to Sixt. The Service Provider assigns to Sixt its rights against the User for payment for the Service. Sixt therefore asserts the right to payment of the price of the Service on its own behalf with regard to the User. The User therefore pays Sixt. However, the Services contract continues to exist between the Service Provider and the User.
3. Confirmation of payment and invoice. Sixt will send the User a payment confirmation after payment. At the express request of the User, Sixt will ask the relevant Service Provider to send the user an invoice for the Service rendered.

4. Payment method. Payment of the costs of a Service is affected in accordance with the payment method chosen by the User at the time of registration or reservation. In the case of payment on account, the balance due will be payable within 10 days of the sending of the invoice.

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

1. Sixt is liable to the User exclusively in accordance with this clause E; this also applies to obligations relating to the contracts for the provision of brokerage services. Sixt is not responsible for acts and omissions by the Service Providers, particularly in connection with the conclusion or performance of a Service contract. The Service Providers or the drivers employed by the Service Providers, or the subcontractors engaged by the Service Providers, are neither executing agents nor subcontractors of Sixt.
2. In accordance with the legal provisions, Sixt is liable in all cases, without limitation, for damage caused intentionally or through gross negligence by Sixt, its employees and vicarious agents, for the fraudulent concealment of defects, for the express issuing of a warranty and for damage resulting from injury to life and limb or to health.
3. Sixt is only liable for other damages if there is a breach of an obligation, the performance of which is essential for the proper performance of the contract, and which the User can lawfully invoke. Liability for damages is limited to foreseeable damages under the contract. Any liability under the product liability law remains unaffected.
4. Sixt is not responsible for any obligations arising from the Service contracts. In particular, Sixt is not responsible for compliance with public law or legal provisions concerning the Service Provider.
5. Sixt accepts no liability as regards the correctness, reliability, completeness and up-to-date nature of the content and programs provided in the application by a third party, or as regards any damages resulting therefrom.

**F. Final provisions**

1. Force majeure. If unforeseeable events or circumstances beyond the control of Sixt or the Service Providers (constituting force majeure) make it impossible for their respective contractual obligations to be performed, Sixt or the Service Provider will be released from the obligation to perform, depending on the persons concerned. Force majeure events include, in particular, the interruption or failure of the Internet or other networks, telecommunications connections, power supply or infrastructure, and also the failure of suppliers, and storms.
2. Applicable Law. The contracts relating to the intermediation of Services by Sixt are exclusively subject to the applicable law of the Federal Republic of Germany, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods and German private international law.



3. Competent jurisdiction for traders. For users who are traders, Munich is the place of competent jurisdiction for all disputes relating to the intermediation of the Services.
4. Alternative dispute resolution under the Consumer Dispute Resolution Act. Sixt is not legally obliged to participate in dispute resolution procedures before a consumer arbitration body and does not, therefore, offer this possibility.