

Sixt+ Terms and Conditions

These Sixt+ (as defined below) terms and conditions (“Terms and Conditions”) shall govern the program relationship between an individual (the “Participant”) who agrees to participate in Sixt+ (as defined below) and Sixt rent a Car, LLC (“Sixt”) (collectively, the “Parties”).

By becoming a Participant, you agree to be bound by these Terms and Conditions as they are in their most current form. To obtain the current version of these Terms and Conditions please visit sixt.com/plus or the Sixt+ portal in the Sixt app.

THESE TERMS AND CONDITIONS ARE NOT A RENTAL AGREEMENT. NOTHING CONTAINED HEREIN SHALL GUARANTY PARTICIPANT ACCESS, OR USE, OF ANY VEHICLE.

1. Sixt+ Summary.

Sixt+ is a vehicle rental program offered by Sixt, as more thoroughly explained herein in these Terms and Conditions (“Sixt+”). Sixt+ allows a Participant to rent vehicles during the applicable Term (as defined below), and Renewals Terms (as defined below), and enjoy benefits included below.

2. Participant Eligibility Requirements.

In order to become a Participant, an individual must, at a minimum, meet the following requirements:

- a. Meet Sixt’s general requirements to rent a vehicle;
- b. Be at least twenty-one (21) years old, unless otherwise required by law (all age excess waivers found in the Rental Information on Sixt.com shall be applicable);
- c. Possess a valid U.S. Driver’s License issued in their name, displaying their appearance, and that is not suspended, confiscated, revoked, or expired;
- d. Possess and use for payment of any Fees owed hereunder a valid bank-issued credit or debit card (no pre-paid debit cards) issued in their name; and
- e. Possess a verifiable current email and physical address.

If at any time during the Term (as defined below) of these Terms and Conditions a Participant no longer meets the minimum requirements stated in this Section 2, Sixt shall be allowed to immediately terminate an individual Participant’s Sixt+ program in accordance with Section 15.a.

3. Participant Application.

In order to submit an application to become a Participant, an individual must apply via the application available at sixt.com/plus (the “Application”). The Application will require the applicant to provide at least the following (Sixt reserves the right to request further information):

- Participant’s contact information including, but not limited to:
 - Physical address
 - E-mail address

- Participant's U.S. Driver's license
- Participant's payment information
- Social security number (if needed)

Participant must read and accept these Terms and Conditions at the conclusion of the Application process by clicking the applicable checkbox and then clicking the "Order and Pay Now" button on the review screen.

SUBMITTING AN APPLICATION DOES NOT MEAN THAT AN APPLICANT WILL BE ACCEPTED INTO SIXT+, BUT THESE TERMS AND CONDITIONS ARE BINDING ON ANYONE WHO CONSENTS TO THESE TERMS AND CONDITIONS.

4. Sixt Evaluation of Applications.

Sixt reserves the right to reject any application after review for eligibility. Participant consents, via submitting an Application, to have a background check and credit check conducted by Sixt, or an agent of Sixt's, to evaluate a potential Participant's eligibility for Sixt+.

Sixt may obtain information from third parties concerning a potential Participant to evaluate an applicant's eligibility. Sixt will conduct due diligence including, but not limited to, an identity and credit check. Sixt may pass your personal information to third party agencies for the purposes of carrying out said due diligence.

This information shall not be sold to third parties.

Sixt will use its best efforts to evaluate an Application within seventy-two (72) hours of submission.

5. Sixt Rejection of Application

If after reviewing an Application Sixt determines a potential Participant is not eligible to participate in Sixt+, Sixt shall email the applicant stating same and both Parties obligations under these Terms and Conditions shall immediately terminate. No money will be charged to the potential Participant.

6. Sixt Acceptance of an Application

If Sixt accepts a potential Participant's Application, Sixt will contact Participant stating same. Sixt at this time will also charge Participant for the Sign-up Fee (as defined below) and the Program Fee (as defined below) for the Term.

Participant shall arrive at the time, date, and location selected in their Application to pick up their first vehicle and comply with Section 7 below at that time (if informed Participant's Application has been approved).

Sixt's acceptance of an Application is conditional and subject to Participant's compliance with all these Terms and Conditions, timely payment of fees owed under these Terms and Conditions, and compliance with any applicable Rental Agreement's (as defined below) terms and conditions.

7. First Participant Rental.

In order to be granted use and access to Participant's first rental vehicle, Participant must execute a rental agreement (consisting of a rental Face Page and the applicable rental terms and conditions) at the applicable Sixt branch selected in their Application, at the time and date selected in their Application ("Rental Agreement"). If, upon Participant's first review of the terms of a Rental Agreement, Participant does not wish to accept the terms of the Rental Agreement, then Participant may elect to terminate their Sixt+ program and will receive a refund of all fees already paid by Participant. **IN ALL OTHER CIRCUMSTANCES, THE SIGN-UP FEE (AS DEFINED BELOW) AND THE TERM'S (AS DEFINED BELOW) PROGRAM FEE (AS DEFINED BELOW) ARE NON-REFUNDABLE.**

8. Sixt+ Terms.

a. Use of a Vehicle and Location.

During the Term (as defined below), and subsequent Renewal Terms (as defined below), Participant shall be eligible to rent a singular vehicle from the location selected in Participant's application, in their car class selected in their Application. **THERE IS NO GUARANTY AS TO THE SPECIFIC VEHICLE PARTICIPANT WILL RECEIVE, ONLY AS TO THE CLASS OF VEHICLE SELECTED IN PARTICIPANT'S APPLICATION. PARTICIPANT SHALL NOT BE PERMITTED TO CHANGE THEIR CAR CLASS AT ANYTIME AFTER THEIR SUBMISSION OF THEIR APPLICATION.** For clarity, Participants must execute a Rental Agreement, and be bound by the applicable terms of the Rental Agreement while in possession of a Sixt Vehicle via a Sixt+ program.

b. Location.

Participant can only rent a vehicle via Sixt+ at the specific location selected in their Application. Participant will be bound by the geographic limitations enumerated in their Rental Agreement. Participant is prohibited from changing their selected location during the Term or Renewal Terms.

c. Exchange of Vehicle.

During the Term (as defined below), and subsequent Renewal Terms (as defined below), Participant may not exchange their vehicle, for another vehicle in their selected car category, during the Term, or within a specific Renewal Term, unless required in accordance with Section 8.f below. Sixt reserves the right, in its sole discretion, to require Participant to exchange their vehicle on no less than three (3) days' notice.

d. Mileage.

Participant shall be allowed to drive the allotted miles selected in their Application during the Term and applicable Renewal Terms. If Participant exceeds their allotted miles, Participant shall be charged the unit price listed on their rental agreement, which in no event will be more than \$.50/mile for each mile Participant drives over the allotted

amount. To amend the amount of miles allotted, Participant shall follow the terms enumerated in section 10.a for adding optional products.

e. Liability Protection.

Participant's responsibility for damage or injury caused by Participant shall be enumerated in Participant's applicable rental agreement, corresponding to Participant's choice for each rental agreement. Participant's applicable rental agreement shall prevail if there is any contradiction between this Section 8.f and Participant's rental agreement.

Participants can choose from the following options in their Application for their individual Sixt+ package and to be applied to their rental agreement. Participant may change their package selected, but only before the commencement of a Renewal Term, in accordance with Section 10.a below. For clarity, Participant may not change their liability package during the Term, or after a Renewal Term has commenced.

If Participant selects the Sixt Basic package, Participant shall be responsible for all damage or injury Participant causes to others or their property. Participant further acknowledges Participant will not be eligible to purchase Supplemental Liability Insurance, if Participant selects the Sixt Basic package in their Application.

If Participant selects the Sixt Comfort package, Participant shall have Business Travel Liability Protection included in their agreement and shall have coverage in the amount of \$100,000 for bodily injury to any one person and for any one accident in the amount of \$300,000 or combined single limit coverage of \$300,000, and coverage in the amount of \$25,000 for property damage. Further restrictions and terms regarding Business Travel Liability Protection shall be contained in Participant's rental agreement. Participant further acknowledges Participant will not be eligible to purchase Supplemental Liability Insurance, if Participant selects the Sixt Comfort package in their Application.

If Participant selects the Sixt Premium package, Participant shall have elected to have Supplemental Liability Insurance included in their rental agreements. For the terms of the Supplemental Liability Insurance, Participant shall reference their rental agreement and the materials referenced therein.

f. Vehicle Maintenance

i. *Monthly Check.*

If Participant has had possession of a vehicle for longer than twenty-eight days, Participants must reply to check-in emails, or phone calls, from Sixt that will be regarding the condition of the vehicle. Such emails must include accurate information regarding the operational status of the rented vehicle and vehicle mileage.

ii. *Participant Maintenance Obligation.*

Participant shall notify Sixt at +1(888)749-8227 immediately of any vehicle accidents, losses, breakdown, or maintenance needs, and other similar events. Sixt may request that Participant return or otherwise make available a vehicle, in Sixt's sole discretion; provided that the Sixt will provide at least three (3) days' notice to Participant. However, Participant shall immediately return the vehicle to Sixt upon any of the following circumstances (if the vehicle is safe to drive): (i) if Participant encounters difficulties with the operation or performance with the vehicle; (ii) upon notification that the vehicle is the subject of a recall; or (iii) upon termination of Participant's Sixt+ program for any reason; provided that, if the vehicle is not safe to drive Participant must immediately notify Sixt and make the vehicle available for Sixt to retrieve at the time reasonably designated by Sixt.

Participant acknowledges and agrees that Participant will be responsible for any amounts that Sixt or any other party incurs to maintain, retrieve, and/or repair a vehicle as a result of Participant's failure to maintain the Vehicle in accordance with the terms set forth herein, including, without limitation, Section 8.h to the extent not covered by the physical damage protection offered under Section 2.g.

9. Insurance Discount

If Participant provides their personal insurance policies during their Application, and the policies meet the requirements enumerated in this Section 9, Participant shall receive a credit towards their Program Fee (as defined below) in the amount of \$35.00, for the Term and applicable Renewal Terms. All policies must be active for the Term and all Renewal Terms of the Sixt + program. In order to be eligible for this credit, Participant's policies must, at a minimum, meet the following requirements:

- Fire, theft and comprehensive insurance with a maximum deductible of \$500;
- Collision insurance with a maximum deductible of \$500;
- Liability insurance for bodily injury or death to any one person in the amount of \$100,000 and for any one accident in the amount of \$300,000 or combined single limit coverage of \$300,000;
- Property damage insurance for \$50,000; and
- Uninsured and underinsured motorist coverage.

10. Optional Products

a. Adding Optional Products.

Participant may elect any optional products, excluding those enumerated in Section 10.b below, at the time they submit their Application. Participants may add optional products by calling Sixt, via the Sixt app, or visiting their Sixt location selected in the Participant's Application.

PARTICIPANT HEREBY ACKNOWLEDGES AND AGREES IF AN OPTIONAL PRODUCT IS ADDED IN THE MIDDLE OF THE TERM, OR A RENEWAL TERM, PARTICIPANT WILL BE CHARGED THE FULL AMOUNT FOR THE OPTIONAL PRODUCT AS IF THEY PURCHASED AT THE BEGINNING OF THE TERM, OR RENEWAL TERM (DESPITE ONLY ENJOYING THE BENEFITS OF THE OPTIONAL PRODUCT AS OF THE DAY PARTICIPANT ADDS SAID OPTIONAL PRODUCT).

Participant will be charged for any optional products added in the middle of the Term, or a Renewal Term, at the end of the Term, or Renewal Term, in which the optional product was added on the form of payment provided in Participant's Application. Any optional products added in the middle of the Term, or a Renewal Term, shall automatically be included in subsequent Renewal Term(s).

The addition of any damage waiver would require returning the vehicle to location selected in your Application for inspection.

b. Excluded Optional Products.

Participant hereby acknowledges Participant will be prohibited from purchasing Emergency Sickness Protection for any rental that is via Sixt+. Participant may also be limited from purchasing certain optional products as described in these Terms and Conditions.

c. Removing Optional Products

Participant may elect to remove optional products at any time by calling Sixt, via the Sixt app, or visiting their Sixt location selected in their Application. However, despite losing the benefits of the optional product, Participant will not receive a refund for the remaining portion of the Term, or then current Renewal Term, in which the optional product was removed. The optional product will automatically be removed from subsequent Renewal Term(s).

11. Renewal Rental Agreements

Participant hereby acknowledges if Participant fails to terminate their Sixt+ program in accordance with Section 15.b below, that at the beginning of each Renewal Term Participant will be sent via email, to the email address provided in Participant's Application, a new rental agreement for the new Renewal Term. By agreeing to these Terms and Conditions, and by executing their first rental agreement in accordance with Section 7, Participant hereby agrees that the new rental agreement shall be agreed upon by Participant at the time Participant receives same via email, to the email address provided in Participant's Application, as if Participant signed and executed same.

However, if Participant adds any optional products in accordance with Section 10.a above, Participant will be required to execute a new rental agreement, with a signature, via PDF docusign.

12. Fees

a. Sign-up Fee.

Sixt will charge Participant a non-refundable (subject to Participant's limited right to a refund in Section 7) sign-up fee of \$399 (the "Sign-up Fee"), upon Sixt's acceptance of a Participant's application as stated in Section 6 above. If a Participant terminated their Sixt+ program under their limited right in Section 7, a full refund of the Sign-up Fee shall be issued to Participant.

b. Program Fee

For each Term and Renewal Term (as defined below) Participant will be charged a monthly Sixt+ program fee (the "Program Fee"). The amount of the Program Fee will depend on the car category selected by Participant in their Application. The Program Fee will be provided in your Application. The Program Fee will be charged regardless of whether Participant rents a vehicle during the applicable Renewal Term (as defined below). The Program Fee shall be due and charged at the beginning of the Renewal Term as described further below in Section 13.c. There is a one month commitment once Participant commences their first rental in accordance with Section 6. After the Term, and the first two Renewal Terms, Sixt reserves the right, in its sole discretion, to change the Program Fee with at least twenty (20) days written notice to Participant. If Participant does not agree with the new Program Fee, Participant may terminate their Sixt+ program in accordance with Section 15.

c. Taxes

Participant will be charged taxes for the Sixt+ based on factors such as Participant activity and the tax jurisdiction in which the vehicle was made available to Participant during each Term (as defined below) and Renewal Term (as defined below). Tax charges will be charged to the customer concurrently with the Program Fee.

d. Miscellaneous Fees

Participant shall also be responsible for fees and penalties that are enumerated in each specific Rental Agreement, unless such a specific fee or penalty is specifically excused by these Terms and Conditions (the "Miscellaneous Fees"). These Miscellaneous Fees include, but are not limited to, tolls, speeding tickets, parking tickets, etc. Miscellaneous Fees shall be charged to Participant separately from those fees enumerated in Section 12.a – 12.c.

13. Billing

a. Form of Payment.

For all fees enumerated in Section 12, unless where limited by applicable law, Participant shall be charged for said fees via the payment method Participant provided

in their Application. Participants may update their payment method by updating their payment information in Sixt app or by calling customer service.

b. Initial Fees.

As enumerated above in Section 6, Sixt shall charge Participant for the Sign-up Fee and for the Program Fee for the Term immediately upon Sixt accepting Participant's application.

c. Program Fee and Taxes.

On the first day of each Renewal Term, Participant will be charged, on their form of payment described in Section 8.a, the applicable Program Fee for the Renewal Term (as defined below) and taxes for the Renewal term (as defined below).

d. Miscellaneous Fees

Miscellaneous fees due to Sixt will be charged to Participant per the terms of each specific Rental Agreement.

e. Failure to Make a Payment

Sixt will notify Participant if Participant defaults in payment of any of the fees owed as enumerated in Section 7-8. In the event of default of payment, Participant must remedy the default and provide adequate payment within three (3) days of receipt of that notice of default. If Participant fails to provide adequate payment within those three (3) days, Participant must immediately return any Sixt vehicle in their possession to the applicable Sixt branch, and Sixt may, in its sole and absolute discretion, terminate Participant's Sixt+ program, effective upon written notice to Participant.

14. Term and Renewal Terms

a. Term

Participant's Sixt+ program, and the applicability of these Terms and Conditions, shall commence immediately upon Sixt's communication to a Sixt+ applicant that they have been accepted into Sixt+ and are now a Participant. The term of Participant's Sixt+ program and these Terms and Conditions shall continue in full force and effect until the one month calendar anniversary from the date of Participant's first Sixt+ rental, in accordance with Section 7 (the "Term").

b. Renewal Term(s)

Following the Term, Participant's Sixt+ program and these Terms and Conditions shall AUTOMATICALLY renew for additional, successive one calendar month terms (each, a "Renewal Term(s)") unless terminated in accordance with the terms of Section 15 below.

15. Termination

a. Termination by Sixt

Sixt may terminate this agreement, in its sole discretion, in accordance with Sixt's rights afforded to Sixt in Sections 2, 5, and 13e. Sixt may terminate this Agreement with or without cause upon no less than thirty (30) days' advance written notice to Participant. However, Sixt may, in its sole discretion, terminate this Agreement immediately upon written notice to Participant if Participant materially breaches these Terms and Conditions and fails to cure such breach, if curable, within ten days.

b. Termination by Participant

Participant may not terminate their Sixt+ program prior to the expiration of the Term. Participant may terminate their Sixt+ program at the end of the Term, or thereafter, by returning their vehicle to the location selected in their Application at, or prior too, the time and date stated as the "Due In" time on Participant's applicable rental agreement.

16. Privacy

The information a Participant provides or otherwise makes available to Sixt is stored and used in accordance with Sixt's privacy policy, which may be amended from time to time in Sixt's sole discretion. Sixt privacy policy can be found at <https://www.sixt.com/privacy>.

17. Electronic Consent and Communication.

To the fullest extent permitted by applicable law, these Terms and Conditions and any notices or other communications (including, without limitation, by e-mail) regarding access to and/or use of the Sixt+, may be provided to Participant electronically, and Participant hereby agrees to receive electronic communications from Sixt in an electronic form. Electronic communications may, and will, be delivered to the email address that Participant provided to Sixt in their Application. All Communications in either electronic format will be considered to be in "writing." Participant expressly agrees that any notice or other communications required under these Terms and Conditions may be given in email form. In addition, Participant expressly agrees that it Participant's sole responsibility to keep Participant's email address accurate and up-to-date by providing Sixt with written notice of any changes to the same, and that Sixt may reasonably assume that any communications sent email address provided will be received Participant. Participant's consent to receive Communications electronically is valid until Applicant revokes his or her consent.

By clicking the applicable checkbox and then clicking the "Order and Pay Now" button or similar button applicable to these Terms and Conditions, Participant expressly agrees to both the these Terms and Conditions and electronic signature relating to your Sixt+ program, applicable reservations, and applicable rentals.

18. Limitation of Liability

EXCEPT FOR OBLIGATIONS TO MAKE PAYMENTS UNDER THESE TERMS AND CONDITIONS OR LIABILITY FOR INDEMNIFICATION, IN NO EVENT SHALL SIXT, OR ANY OF ITS REPRESENTATIVES, BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF (i) WHETHER SUCH DAMAGES WERE FORESEEABLE, (ii) WHETHER OR NOT SIXT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (iii) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. NOTWITHSTANDING ANYTHING TO THE CONTRARY, SIXT SHALL MAINTAIN THE RIGHT TO PURSUE APPLICANT FOR LOSS OF USE, DIMINISHMENT OF VALUE AND ADMINISTRATIVE FEES. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, NOTHING IN THIS AGREEMENT LIMITS OR DISCLAIMS ANY WARRANTY OR LIABILITY THAT CANNOT BE LIMITED OR DISCLAIMED PURSUANT TO APPLICABLE LAW.

19. Arbitration Agreement and Class Action Waiver.

PARTICIPANT AND SIXT EACH WAIVE THEIR RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION PURSUANT TO THE FOLLOWING TERMS. PARTICIPANT AND SIXT AGREE 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, OR OUR PRODUCTS AND SERVICES, CHARGES, ADVERTISEMENTS, OR RENTAL VEHICLES INCLUDING WITHOUT LIMITATION 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 THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY CLAIM THAT ALL OR ANY PART OF THESE TERMS AND CONDITIONS ARE VOID OR VOIDABLE. PARTICIPANT 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.

The Parties agree, however, that either party 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. The parties also agree that claims involving a third party insurance company separately providing coverage to you, personal injury

claims, or claims relating to the application of your financial responsibility relating to the use or operation of Vehicle, may be brought in a court with valid jurisdiction.

20. Dispute Resolution Procedure.

Before asserting a claim in any proceeding, Participant 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 Participant is intending to assert a claim against Sixt, Participant must send the written notice of the claim to Attention: Corporate Creations International Inc., 11380 Prosperity Farms Road #221E, Palm Beach Gardens, FL 33410. If Sixt is intending to assert a claim against Participant, Sixt will send the written notice of the claim to Participant at Participant's 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 PARTICIPANT AND SIXT.

If Participant 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.

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 Parties 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 Participant is an individual, in the event that (1) your claim is less than \$10,000, and (2) you are able to demonstrate that the costs of arbitration will be prohibitive as compared to costs of litigation, Sixt will pay as much of Participant'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. Participant is responsible for all other costs/fees that Participant incurs 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 this "Dispute Resolution Procedure" section and the "Arbitration Agreement and Class Action Waiver" section 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.

21. Applicable Law.

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida.

22. Amendments

Sixt reserves the right to change these Terms and Conditions from time to time. We will give notice of material changes to Participants. Notice to the Participant will be considered given in the first instance of when such notice provided by email to the Participant's email address on file with Sixt. Participants agree that all changes to the Terms and Conditions will be effective and binding on the effective date indicated in the notice, which at a minimum should be ten (10) days following the notice. Participants have the option of terminating their Sixt+ program if Participant does not wish to accept any change to the Terms and Conditions, in accordance with Participant's right to do so in Section 15.b. Such termination is subject to the other applicable rules set forth in these Terms and Conditions. If a Participant does not terminate their Sixt+ program within ten (10) days following notice of any changes the Participant will be deemed to have accepted the changes set out in the notice.

23. Assignment

Participant may not assign or transfer the rights of their Sixt+ program in whole or in part under any circumstances. Doing so without the consent of Sixt will be void and of no force and effect.

24. Survival

The expiration or termination of Participant's Sixt+ program, shall not relieve either party from the obligations contained herein which accrue prior to the expiration or termination of the same, all of which shall survive the Agreement.

25. Waiver

Any waiver by any party hereto of a breach of any provision of these Terms and Conditions shall not operate or be construed as a waiver of any other provision hereof and shall not be effective at all unless in writing. A waiver of any of terms hereof shall not be construed as a general waiver by either party and such waiving party shall be free to reinstate any such term or condition with or without notice to the other party.

26. Entire Agreement

These Terms and Conditions, including any Rental Agreement, and Sixt's privacy policy as described in Section 16, sets forth the entire and exclusive agreement between the Parties as to the subject matter hereof and supersedes all prior and contemporaneous understandings, negotiations and agreements, whether written or oral, between the Parties regarding the subject matter hereof.

The terms of each Rental Agreement are hereby expressly incorporated into and made a part of these Terms and Conditions. IN THE EVENT OF ANY CONFLICT BETWEEN THESE TERMS AND CONDITIONS AND THOSE OF ANY RENTAL AGREEMENT, THE TERMS OF THIS AGREEMENT WILL SUPERSEDE AND CONTROL.