

Terms and Conditions of Hire (T&C)

GENERAL CONTRACTING CONDITIONS FOR THE RENTAL OF VEHICLES

These general conditions are to regulate the contractual relationship existing between FLIZZR (a trademark of Sixt Rent a Car, S.L.U.) (“the owner”) and the client (“the renter”), whereby the owner assigns to the renter the use of a vehicle for the term, at the price and under the other conditions which are reflected 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 sole 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 in a condition that pose a risk of the vehicle being damaged.
- b) Use of the vehicle to participate in races, 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 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 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. 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. 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 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, 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, the renter shall be under the obligation to communicate this to the office of the owner at which the rental contract was formalized before moving such vehicle from the parking place in which it is currently 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 renter undertakes to pay the owner, for those which are not handed over, the amounts indicated in the document *Pricelist Additional Charges*. The renter is responsible for locking the vehicle properly when leaving 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 billed other than by the aforementioned roadside assistance company in cases of emergency shall only be accepted if they are billed by an official repair shop for the vehicle make in question following express authorization by the owner.

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 refuel 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.

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.

7. 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. 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.

8. 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.

9. 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 (within opening hours) 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 owner shall not refund any advance already paid with respect to the price of the rental or any difference if a different price becomes applicable as a result of the amendment 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 but shall withhold a penalty for cancellation at the rental price (in accordance with the provisions of clause E, including additional features and complementary services) for a maximum of 3 days.

Cancellations may be made online (www.flizzr.com) or by E-Mail: customer-service-es@flizzr.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.

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 been 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 G, 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 – shall be claimed from the renter along with the administrative charges for damage processing tasks. 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 refuelling expenses 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

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, etc. 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 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*".

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 than 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. Unless a written agreement has been reached which indicates otherwise, the charge – based on the prices established in the document *Pricelist Additional Charges* – for the cost of returning vehicles, which are returned at a centre other than that from which they were obtained, to their place of origin.

1.15. 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 lessee commits to carrying out timely downloads of those invoices at reasonable time intervals.

If an invoice does not reach its destination or cannot 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 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.

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 EUR). The vehicle group of a vehicle can be determined under www.flizzr.com or requested in the station. The vehicle group is also listed in the reservation confirmation and the rental agreement.

Car		
Vehicle Group	Security Amount	Currency
M***, E***, C***, I***, S***	300.00	EUR
F***, P***, L***	500.00	EUR

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 time left until the method of payment used to place the deposit expires must exceed the term of the rental contract. 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.

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. 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 time left until the method of payment used to make the payment expires must be longer than the term of the rental contract.

4.2. The additional features 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 renter undertakes to return the vehicle to the owner along with the keys, documentation, accessories and additional features, before the contracted rental period comes to an end and in the place agreed upon in the rental 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 shall be regarded as having come to an end when the vehicle and the keys to it have been received by the owner's personnel or have been placed in the electronic collection box kept by the owner for this purpose. In this latter case, the date and time of return shall be considered to be the date and time read electronically by the box.

2. Rental prices are calculated depending on the pick-up and returning hours specified in the rental agreement. FLIZZR 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. 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.

4. 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 affected 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.

5. 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.

6. 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.

7. 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.

G. COMPULSORY LIABILITY INSURANCE / OPTIONAL COVER / LIMITATIONS OF LIABILITY

G.1. Compulsory Liability Insurance

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) The PAP (Personal Accident Protection) covers the consequences of an accident (disability or death) and medical expenses for the drivers and/or passengers of the rented vehicle. If this option is purchased, the amount of cover will be 50,000.00 EUR in the event of disability, 25,000.00 EUR in the event of death, and 1,000.00 EUR for medical expenses. 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, the tyre and glass cover insures against damage to both elements.

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 FLIZZR 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, 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.

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 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.

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.

L. PROTECTION OF PERSONAL DATA

L.1. Privacy statements according to Articles 13 and 14 of the General Data Protection Regulation (hereinafter, GDPR)

We would like to inform you about the personal data which FLIZZR processes and the purpose of said processing. Likewise, we would like to inform you about other important terms related to data protection, e.g. about your rights.

Data controller. SIXT RENT A CAR S.L., Carrer del Canal de Sant Jordi 29, Local 2, Polígono Industrial Son Oms, ES 07610 Palma de Mallorca (hereinafter, also called Sixt or FLIZZR), is responsible for processing your data (i.e. the data controller).

Contact. For all questions related to data protection, you may write to the following address: dataprotection@sixt.com.

L. 2. Categories of personal data:

The following categories of personal data may be processed by our company in relation to our services:

- Master data: this includes, for example, name, surname, address (private and/or work) and date of birth.
- Communication data: this includes, for example, telephone number, email address (private and/or work), fax number (if applicable), and content of messages (such as emails, letters, faxes).
- Contractual data: this includes, for example, rental details (vehicle category, pick-up and drop-off date, pick-up and drop-off office, extras/contracted services), rental contract number, booking number, driving licence details, photograph of driving licence, registration number of rental vehicle and information about customer and partner loyalty programmes.
- Financial details, such as credit card details.
- Voluntarily-provided information: this includes data that you voluntarily provide, without us explicitly asking for it, such as wishes about vehicle features or your preferred vehicle category.
- Special categories of data: in the event of an accident, damage to the vehicle or a similar incident, we process the information about what happened and the damages. This data may be provided by customers, passengers or affected parties. In these cases, we may also process health-related data such as descriptions of injuries, blood alcohol levels, information about driving under the influence of narcotics, etc.
- Third-party data: if you provide us with the personal data of third parties (e.g. family members, second named driver, passengers) within the framework of your contractual relationship, we will also process this information.

L.3. Lawful basis for data processing at FLIZZR

Article 6, paragraph 1, letter a) of the General Data Protection Regulation (hereinafter, GDPR): according to this provision, the processing of personal data shall be lawful only if you have given consent for it.

Article 6, paragraph 1, letter b) of the GDPR: according to this provision, the processing of personal data shall be lawful if it 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 booking a vehicle).

Article 6, paragraph 1, letter c) of the GDPR: in accordance with this provision, the processing of personal data shall be lawful when it is necessary for compliance with a legal obligation to which FLIZZR is subject.

Article 6, paragraph 1, letter f) of the GDPR: in accordance with this provision, the processing of personal data shall be lawful when it is necessary for the purposes of the legitimate interests pursued by the controller, i.e. FLIZZR, 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. yours.

Article 9, paragraph 2, letter f) of the GDPR: in accordance with this provision, special categories of personal data may be subject to processing when it is necessary for the establishment, exercise or defence of legal claims. Data on the health of data subjects also belongs to the special categories of personal data.

L.4. Purposes of data processing at FLIZZR

L.4.1. Booking and rental of vehicles

Purposes of data processing. We process your master data, the communication data, contractual data, financial details and any other voluntarily-provided information for the booking, the signing and the performance of the rental contract.

We also use the master data, communication data and contractual data for customer service purposes if you, as a customer, contact us, e.g. in the event of claims, booking modifications or similar.

If you book your vehicle through a travel agency, an online travel agency or other type of intermediary, our partners will transfer to us your master data, communication data, rental information and, if necessary, financial details.

Likewise, we use your master data and contractual data for the calculation of provisions and for commercial management, e.g. with travel agencies, partner agencies / franchises / collaborators). In addition, we transfer your data to associated companies if we do not have the vehicle or the type of vehicle you want.

Meanwhile, we are obliged by law to provide certain data to the security forces and corps, as well as to judicial authorities, in order to prevent or clarify criminal acts. This is in order to guarantee security and to enforce the application of state laws.

Likewise, we use your data for your and our security, e.g. to avoid non-payments and to prevent crimes against property (in particular, fraud, theft and embezzlement). If you wish to pay your rental by means of a monthly invoice, we process your master data and financial details to check your solvency by consulting information that we obtain from credit agencies.

After the mutual fulfilment of the rental contract, your master data, financial details and contractual data will remain stored until the expiration of the legal period of retention.

Lawful basis of the aforementioned processing.

Article 6, paragraph 1, letter b) of the GDPR whereby processing is necessary for the booking, performance and fulfilment of rental agreements and customer service.

Article 6, paragraph 1, letter f) of the GDPR whereby processing is necessary for the purposes of invoicing third parties, executing claims, preventing risks and preventing fraud.

Article 6, paragraph 1, letter c) of the GDPR whereby processing is necessary for the recognition, prevention and clarification of criminal acts, the verification and storage of driving licence data, and fiscal obligations of record keeping.

Legitimate interest, provided that the processing is based on Article 6, paragraph 1, letter f) of the GDPR. Our legitimate interest in using your personal data to enhance our services and customer service is to provide the best possible services and to ensure long-lasting customer satisfaction.

As for the processing of data in order to avoid damages to our company or our vehicles through the appropriate analysis, our legitimate interest is to ensure the safety margin of costs and to prevent economic handicaps caused, for example, by non-payment or the loss of our vehicles.

Categories of recipients of your data. In addition to the aforementioned purposes, we disclose your information to the following recipients: IT service providers, call centres, collection agencies, financial service providers, credit agencies, cooperation partners, partner agencies, and franchises.

Transfer to third countries. If you book our company's vehicles to use in a third country, we transfer your personal data to your contracting party in that country. The transfer to a third country is based on an adequacy decision of the European Commission. In the absence of an adequacy decision of the European Commission in the third country in question, the transfer to a third country is based on appropriate safeguards in accordance with Article 46, paragraph 2 of the GDPR. Likewise, we may transfer your data to a third country in accordance with the provisions of Article 49 of the GDPR. Copies of these safeguards may be requested from FLIZZR at the address provided above (Controller). Third countries are all countries outside the European Economic Area. The European Economic Area includes all the countries in the European Union, as well as the countries in the so-called European Free Trade Association. These countries are Norway, Iceland and Liechtenstein.

L.4.2. Marketing and direct marketing

Purposes of data processing. We process your master data, communication data and contractual data for the purposes of customer loyalty, bonus point programmes, customer deals and customer events (c.f. → Events and donations). Customer loyalty programmes belong to our own and our partners' programmes. We use your email address to offer similar products or services. You may object to this use of your email address at any time, without incurring other costs other than transfer costs based on the base rates.

Lawful basis of the processing.

Article 6, paragraph 1, letter a) of the GDPR whereby processing shall be lawful for the purposes of direct marketing, which require explicit prior consent.

Article 6, paragraph 1, letter f) of the GDPR whereby processing is necessary for direct marketing purposes which do not require explicit prior consent, as well as for the aforementioned marketing measures (→ Purposes of processing).

Legitimate interest, provided that the processing is based on Article 6, paragraph 1, letter f) of the GDPR. Our legitimate interest in the processing of your data for direct marketing purposes and the aforementioned marketing measures involves engaging you in our offers and forming a long-lasting relationship with you as a customer.

Categories of recipients of your data. For the purposes mentioned above, we transfer your data to IT service providers, call centres, advertising partners and suppliers of customer loyalty programmes. Transfer to third countries. The transfer to third countries is performed within the framework of partner programmes. The transfer to a third country is based on an adequacy decision of the European Commission. In the absence of an adequacy decision of the European Commission in the third country in question, the transfer to a third country is based on appropriate safeguards in accordance with Article 46, paragraph 2 of the GDPR. Likewise, we may transfer your data to a third country in accordance with the provisions of Article 49 of the GDPR. Copies of these safeguards may be requested from FLIZZR at the address provided above (Controller). Third countries are all countries outside the European Economic Area. The European Economic Area includes all the countries in the European Union, as well as the countries in the so-called European Free Trade Association. These countries are Norway, Iceland and Liechtenstein.

L.4.3. Damages, accidents, traffic violations.

Purposes of data processing. Whenever you detect damage to our vehicles, or if you or a third party causes damage to them, or violates traffic regulations during your rental, or you or a third party are involved in an accident with one of our vehicles, we process your master data, communication data, contractual data, financial details and, if appropriate, health-related data, with the following purposes:

- receipt and inspection of claims,
- customer service in the event of a claim,
- regulation of damages
- processing of claims (processing based on your information and the information of third parties, such as the police, the next customer renting the car, witnesses, etc.).

This also includes the processing of the aforementioned data categories for the purpose of the settlement of damages, e.g. with insurers.

In relation to claims and accidents, we process your master, communication and contractual data also for the purpose of assistance and the mobility guarantee of FLIZZR.

Likewise, we process your master, communication and contractual data in order to comply with legal obligations (e.g. notifications to investigation bodies, identification of drivers in the event of traffic violations).

If the competent authorities suspect that you have committed a violation or an offence with one of our vehicles, we also process the data provided by said authorities, as well as your stored master data.

We also process your master data, communication data, financial details, contractual data and, if necessary, health-related data, for the purpose of securing and executing our own claims against you, e.g. in the event of non-payment or damage to our vehicles.

Lawful basis of the processing.

Article 6, paragraph 1, letter b) of the GDPR whereby processing is necessary for handling claims, customer service in the event of a claim, and the processing of accidents.

Article 6, paragraph 1, letter c) of the GDPR whereby processing is necessary for dealing with accidents and for the duty to identify drivers who have committed a traffic offence, established in Article 11 of Spanish Royal Legislative Decree 6/2015, of 30 October, which approves the revised text of the Law on Traffic, Circulation of Motor Vehicles and Road Safety.

Article 6, paragraph 1, letter f) of the GDPR whereby processing is necessary for the settlement of damages, the execution of our own claims against you and in relation to traffic violations.

Article 9, paragraph 2, letter f) of the GDPR whereby the processing of health-related data is necessary for the establishment, exercise or defence of claims.

Legitimate interest, provided that the processing is based on Article 6, paragraph 1, letter f) of the GDPR. Our legitimate interest in processing your data for the settlement of damages and the execution of our own claims against you consists in preventing damage to our company and providing our customers with undamaged vehicles. In addition, based on contractual relationships with third parties (e.g. insurers), we are obliged to process your data for the purpose of the settlement of damages. Our legitimate interest in this respect consists in fulfilling contracts.

Recipients / categories of recipients. In addition to the aforementioned purposes, we disclose your information to the following recipients: authorities (investigation bodies, regulatory bodies, police forces, public authorities), collection agencies, insurance appraisers, assistance providers, lawyers and insurers.

Transfer to third countries. In the event of claims and/or accidents in a third country, we transfer your personal data to the competent authorities and insurers in that country. The transfer to a third country is based on an adequacy decision of the European Commission. In the absence of an adequacy decision of the European Commission in the third country in question, the transfer to a third country is based on

appropriate safeguards in accordance with Article 46, paragraph 2 of the GDPR. Likewise, we may transfer your data to a third country in accordance with the provisions of Article 49 of the GDPR. Copies of these safeguards may be requested from FLIZZR at the address provided above (Controller). Third countries are all countries outside the European Economic Area. The European Economic Area includes all the countries in the European Union, as well as the countries in the so-called European Free Trade Association. These countries are Norway, Iceland and Liechtenstein.

L.4.4. Processing based on legal obligations

Purposes of data processing. We process master data, communication data, contractual data and financial details to fulfil the legal obligations to which FLIZZR is subject. These include the processing of data within the framework of communication obligations to the authorities (based on Article 25 of the Spanish Organic Law on Citizen Security), and processing in accordance with tax and/or trading obligations (e.g. the obligation to keep trading books and accounting documents according to paragraph 257, section 4 of the Spanish Commercial Code).

Lawful basis of the processing. Article 6, paragraph 1, letter c) of the General Data Protection Regulation (GDPR).

Recipients / categories of recipients. We may be requested to disclose your information to the authorities for the purposes mentioned above.

L.4.5. Optimisation of processes and services offered

Purposes of data processing. We process your master data, communication data, contractual data and voluntarily-provided data for the purpose of optimising our processes and services offered.

This includes, for example, the preparation and assessment of rental reports, the planning of capacities for a better allocation of vehicles, the creation of a data warehouse, the analysis and correction of sources of errors, and the realisation of customer satisfaction surveys. We also process your master data and contractual data to optimise our online presence (c.f. → Online presence).

To improve the quality of the services offered and optimise our customer service, we process your master data and contractual data based on an algorithm, and also to create profiles and probability values on future rentals and the use of our services.

Likewise, we process your master data, communication data and contractual data within the framework of our partnership with our franchises, cooperation partners and partner agencies in order to optimise the relevant processes and services offered (c.f. → Booking and rental of vehicles).

In addition, we process address data from external service providers in order to update our address list, as well as to ensure the accuracy of the master data for the performance of the contract.

Lawful basis of the aforementioned processing. Article 6, paragraph 1, letter a) of the GDPR, whenever consent is necessary for measures to optimise processes and the services offered.

Article 6, paragraph 1, letter f) of the GDPR

Legitimate interest, provided that the processing is based on Article 6, paragraph 1, letter f) of the GDPR. Our legitimate interest in using your personal data to enhance our services and customer service is to provide the best possible services and to ensure long-lasting customer satisfaction.

Categories of recipients of your data. In addition to the aforementioned purposes, we disclose your information to the following recipients: IT service providers, call centres, cooperation partners, partner agencies, and franchises.

Transfer to third countries. In the case of cooperation partners, partner agencies and franchises based in a third country, we transfer your personal data to the corresponding third country. The transfer to a third country is based on an adequacy decision of the European Commission. In the absence of an adequacy decision of the European Commission in the third country in question, the transfer to a third country is based on appropriate safeguards in accordance with Article 46, paragraph 2 of the GDPR. Likewise, we may transfer your data to a third country in accordance with the provisions of Article 49 of the GDPR. Copies of these safeguards may be requested from FLIZZR at the address provided above (Controller). Third countries are all countries outside the European Economic Area. The European Economic Area includes all the countries in the European Union, as well as the countries in the so-called European Free Trade Association. These countries are Norway, Iceland and Liechtenstein.

L.4.6. Events and donations

Purposes of data processing. If necessary, we also process your master data and communication data to invite you to events within the framework of managing customer relationships and gaining your loyalty.

In addition, we use your master and communication data for charitable purposes (e.g. calls for donations).

Lawful basis of the aforementioned processing. Article 6, paragraph 1, letter f) of the GDPR whereby processing is necessary for attracting or consolidating customers, and advising business customers.

Legitimate interest, provided that the processing is based on Article 6, paragraph 1, letter f) of the GDPR. Our legitimate interest in processing your data in relation to the management of customer relationships and loyalty, as well as for charitable purposes, is based, on the one hand, on offering you the best possible benefits and sustainably increasing customer satisfaction, and, on the other, on responding to our social responsibility as a large company.

Categories of recipients of your data. In addition to the aforementioned purposes, we disclose the data of the intermediaries of our business customers to the following recipients: IT service providers, call centres and event organisers.

L.4.7. Website.

Purposes of data processing. Personal data is collected via the FLIZZR website when you provide it to us, e.g. when signing up, filling out forms, sending emails or, above all, booking a rental vehicle. We use this data for the purposes indicated in each case or for those which arise from the booking request, for example.

Your data is only used for marketing purposes in order to promote the company itself (including recommendation-based marketing).

Security, SSL technology

FLIZZR has adopted technical and organisational measures to protect your data, especially against accidental or intentional processing, loss or destruction, and against access by unauthorised persons. These security measures are constantly adapted according to technological advances. The transfer of personal data between your computer and our server is encrypted by default (Secure Socket Layer).

Online Tracking

Some of the most modern browsers use "Do Not Track" functions. In these cases, our website might not react to "Do Not Track" requests, or might not be able to read the headers of these browsers. To find out more about the settings in your browser or if you deny this information to certain providers, click [here](#) for the USA, [here](#) for Canada and [here](#) for Europe (please keep in mind that if you run the opt-out option, this does not mean that you are going to stop viewing adverts. You will continue to receive generic adverts).

Cookies

When visiting our website, the information we provide may be stored on your computer in the form of a cookie. Cookies are small text files that are copied to your hard drive from a web server. They contain information which a web server may subsequently read in the domain assigned by the cookie. Cookies may not run programs or install viruses on your computer. The cookies that we use do not contain personal information and are not combined with it.

Most of the cookies that we use are so-called session cookies, which are required to keep your visit consistent, i.e. to ensure that the preferences or other details indicated in the booking request are retained during the session, for example. In addition, we need session cookies to make sure that a certain service or offer that you have chosen is assigned to your request (e.g. promotional deals). These session cookies are automatically deleted at the end of the session. In addition, we use cookies to recognise in a later visit to our website if you are interested in certain services or deals. This allows us to offer you this type of services or deals. If you have already signed up and have a customer account, there is the possibility to compare the information registered by the cookies with the information that we have. This allows us to individually tailor our services and our content to you. The lifespan of these cookies is one year, after which they are automatically deleted. Finally, for invoicing our online partners, we need to use cookies that register the website or the campaign from which the customer has been redirected. We also collect this information abstractly, i.e. without the possibility of associating it with people. The lifespan of a cookie of this type is 31 days.

You may accept or reject cookies. Most web browsers automatically accept cookies. However, you may usually define in your browser settings which cookies should be rejected. When cookies are rejected, you may not be able to use some of the functions of the website. If you accept cookies, you may delete them at a later date. For example, in Internet Explorer 8, you may delete them in 'Extras': select 'Delete browsing history' and click on the 'Delete cookies' button. If you delete cookies, all settings controlled by them, including web settings, will be removed and may no longer be reset.

Use of Google Analytics (text provided by Google, Inc.)

This website uses Google Analytics, a website analysis service operated by Google Inc. (Google). Google Analytics uses “cookies”, which are text files placed on your computer, to help the website analyse how users use the site. The information generated by these cookies about your use of the website (including your IP address) will be transmitted to and stored by Google on servers in the United States. Google will use this information for the purpose of evaluating your use of the website, compiling reports on website activity for website operators and providing other services relating to website activity and internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google will not associate your IP address with any other data held by Google. You may refuse the use of cookies by selecting the appropriate settings on your browser; however, please note that if you do this, you may not be able to use the full functionality of this website. By using this website, you consent to the processing of data about you by Google in the manner and for the purposes set out above.

You can find more information on tools.google.com/dlpage/gaoptout and on www.google.com/intl/de/analytics/privacyoverview.html (Google Analytics and privacy overview). Please be aware that this website uses Google Analytics with the extension code "gat._anonymizeIp ();" in order to guarantee an anonymous data collection of IP addresses (so called IP-Masking).

HotJar Web Analytics Service

The FLIZZR website uses the HotJar analytics service to improve ease of use and user experience. Mouse clicks, mouse movements and scroll movements may be recorded. Keystrokes made on this website may also be recorded. However, this record is not personal, so it remains anonymous. HotJar does not record this data on websites that do not use the HotJar system. You may disable the HotJar service by contacting HotJar on <https://www.hotjar.com/contact>.

Use of Google Maps

The booking and office location applications on the website use Google Maps API functions. These applications are essential for the functionality and complete availability of the booking service. By using the booking or office location application, you agree to Google's terms and conditions of use and data protection policy. Google's terms and conditions of use can be found [here](#). Google's privacy policy can be found [here](#). Google Maps is used to show customers a location-specific map and the closest office. All location data is transferred to Google anonymously, with no other information being provided to Google.

Adobe SiteCatalyst

For the preparation of website statistics, FLIZZR uses Adobe SiteCatalyst from Adobe Systems Inc. (Adobe). With this web analytics program, Adobe records and collects the data to help understand and analyse the online behaviour of visitors to the FLIZZR website. This includes, for example, information about the reference (link) from which the user has reached the FLIZZR website, the types of browsers, the operating systems (e.g. MAC OS compared to Windows), the screen resolutions, colour functions, plugins, language settings, cookie settings, the terms of search engines and the activation of JavaScript. It also documents and records the number of users, the subpages visited and the time spent on the website and subpages.

Adobe transfers this information to FLIZZR only as cumulative data that portrays the general use of the website. This data is not personal and cannot be linked to a specific person.

If you do not want FLIZZR to continue receiving this information in the future, please click here: http://esixtgmbhandcokg.d3.sc.omtrdc.net/optout.html?locale=de_DE&popup=true

If you would like further information about data protection with Adobe or would like to inform Adobe that you do not wish to participate, please click [here](#)

Use of the Facebook Pixel Custom Audiences

Our website uses Facebook Pixel, managed by Facebook Inc., 1 Hacker Way, Menlo Park, CA 94025, USA, or, if you reside in Europe, by Facebook Ireland Ltd., 4 Grand Canal Square, Grand Canal Harbour, Dublin 2, Ireland (Facebook). This function is used to display ads of interest to our website visitors (Facebook Ads) when they visit Facebook itself. We would like to ensure that our Facebook Ads correspond with the possible interest of users and are not annoying. What's more, with the help of

Facebook Pixel we can understand the effectiveness of Facebook Ads for statistical purposes and market research, because it helps us understand how many users click on a Facebook Ad. Facebook Pixel connects immediately with Facebook when you access our website, and may place a cookie on your computer. When you later log into Facebook or you visit Facebook as a signed-up user, Facebook assigns this information to your personal Facebook account. The information collected about you does not allow us to recognise your identity as a user. Data is collected and processed by Facebook in keeping with its privacy policy. You can find more information here: <https://www.facebook.com/about/privacy>. You may refuse the recording of your data by Facebook Pixel and its use for the display of Facebook Ads. To do so, if you are signed up to Facebook, you may access Facebook itself: <https://www.facebook.com/settings>. Settings are made independently of the platform, so they are automatically assumed for all devices, such as desktop computers or mobile devices. In addition, by clicking on the link below you may prevent the registration of your data when you visit this website with the selected browser: [disable Facebook Pixel](#)

Criteo:

We work with web partners based on retargeting technologies. These help us tailor our services to your interests with the purpose of retrieving you as a person interested in our products and offers. An analysis of the cookies from previous website behaviour is made to achieve this goal. Pseudonymised user profiles are created for this purpose.

We work with the retargeting technology provider Criteo (Criteo SA, 32 Rue Blanche, 75009 Paris). Your IP address is anonymised by the server before processing. The cookies have a lifespan of 60 days. To oppose Criteo: <http://www.criteo.com/de/privacy/>

Google AdWords / Double Click:

Ads are displayed on our website based on the interest that the customer has previously shown for certain products. We record information about our customers' browsing habits in order to show them online ads according to their interests. To do so, cookies with a multi-digit identification number are placed in the user's computer. If you are not satisfied with the analysis of your behaviour, you may adjust the settings of your browser to prevent the installation of analytic cookies. However, this may prevent you from using all the functions of this website.

The Google AdWords search engine marketing program, property of Google Inc. (1600 Amphitheater Parkway, Mountain View, CA 94043, USA; Google) displays ads about services offered on this website, thematically geared towards the terms searched on Google. To do so, Google places a cookie in the browser when you click on an ad published in a search engine or marketing network:

To oppose: <https://www.google.com/ads/preferences>

By using conversion methods, Google uses the AdWords cookie to measure the number of people who have shown interest in an AdWords ad after clicking on it. As and when Google ads refer to services on this website, Google receives statistics about the number of purchases made after a click on a Google AdWords ad.

Your possibility of opposition: You may configure your browser to disable cookies from the domain googleadservices.com or, in general, from third parties. You may also delete the Google Conversion cookie in the cookies settings of your browser.

This website also uses Google Remarketing, which is based on DoubleClick by Google and shows ads related to your interests. The pages displayed are validated and the ads are designated by means of a pseudonymised identification number contained in the DoubleClick cookie. The information generated by the cookie on the displayed pages is transferred to the Google server for evaluation and storage. You will find the Google privacy policy on <https://www.google.de/policies/privacy>.

Your possibility of opposition: <https://www.google.com/ads/preferences>

Other opposition options:

You may oppose marketing based on the interest of Google, and also other advertising networks, on the following page:

<https://www.youronlinechoices.com/de/praeferenzmanagement>

Optimizely

This website uses Optimizely, a web analytics service of Optimizely, Inc. (631 Howard Street, Suite 100, San Francisco, CA 94105, United States) to simplify and perform A/B testing with the purpose of optimising and developing this website. The information generated by a cookie about your use of this website is usually sent to an Optimizely server and saved there.

Your possibility of opposition: You may opt out of Optimizely tracking at all times by following the instructions on https://www.optimizely.com/opt_out.

Refined Ads

To evaluate and optimise our website and to generate marketing of your interest, we also use the Refined Ads tracking system by Refined Labs GmbH (Residenzstr. 7, 80333 Munich, Germany). In this sense, the cookies record usage data and synthesise it in anonymous user profiles. The data is not designated to personal user data.

You may reject processing by means of an opt-out cookie. You will find more information on <https://www.refinedlabs.com/datenschutz-refined-ads>

Adition

Our website uses the ADITION service of ADITION technologies AG, Oststraße 55, 40211 Düsseldorf, Germany. ADITION uses cookies to control and optimise for the user the display of marketing materials published by ADITION customers. This refers to, for example, maximising the frequency of the display of marketing materials for the user. ADITION does not use the cookies to store personal data, such as name, email addresses or other personal details. All data is anonymised and contains technical information such as the frequency of display and the date of display of the marketing materials, the browser used or the operating system installed. All stored data is found on German servers. You will find information on the ADITION privacy guidelines on www.adition.com/kontakt/datenschutz/.

You may reject processing by means of an opt-out cookie. You will find more information on <https://www.adition.com/datenschutz/?optout=trueAdTraxx>.

Tealium (CDP)

On this website, the Tealium Audience Stream service by Tealium Inc., 11085 Torreyana Road, San Diego, CA 92121, USA (Tealium), collects and stores data with which it is possible to create user profiles using pseudonyms. Tealium uses this information on our behalf to automate your use of the website and adapt it in real time to your needs. To do this, the following information is collected: viewed and clicked ads, articles, marketing, number of visitors, subject of the page, etc.

It is not necessary to give separate consent to prevent the pseudonymised user profiles from being combined with the personal data of the pseudonym holder. The IP address transferred by your browser is not combined with user profiles.

Cookies or, in the case of mobile devices, similar technologies, are used to create user profiles. The information generated by the cookie about your use of this website is only stored in Germany. You may refuse the storage of cookies by selecting the appropriate settings on your browser; however, please note that if you do this, you may not be able to use the full functionality of this website. You may oppose the collection and storage of data for web analytics in the future by following the indications on <http://tealium.com/de/privacy/>.

BlueKai (DMP)

Our website uses BlueKai technology by Oracle (Oracle Corporation, 500 Oracle Parkway, Redwood Shores, CA 94065, USA). Thanks to this technology, we can show you relevant and specific marketing material and ads based on your interests and your behaviour about our services and on third-party websites. For this, we take into account and evaluate your use of the website on different devices, e.g. personal computer, smartphone and desktop computer (so-called Cross-Device Tracking). In addition, we use technology to collect summarised and anonymous statistics about the effectiveness of certain advertising materials (e.g. how many people have clicked on an ad or interacted with it).

For this purpose, cookies are placed on your devices and pixel tags are also implemented on websites that use BlueKai, in order to analyse and evaluate your usage behaviour (e.g. number of clicks) on your different devices. This is achieved by means of so-called ID cookies that can be assigned to your terminals to create a multi-device profile, but which cannot be assigned to your person. The data collected is non-

personal data related to use (e.g. clicks on ads, websites, time and permanence), and non-personal browser data (e.g. language setting, screen resolution). Therefore, at no time can we identify you.

You will find more information on data protection and related settings options on <https://www.oracle.com/legal/privacy/marketing-cloud-data-cloud-privacy-policy.html>. You may oppose the use of Oracle BlueKai through the opt-out tool on <http://bluekai.com/consumers.php>.

Myra

With the support of Myra Security GmbH, we guarantee the availability of our service and protect our infrastructure against attacks from criminals, botnets or other malware. Myra Security GmbH performs this filtering task on our behalf. For your security, all traffic flows are checked before accessing our service. By analysing each call of the website, we can check whether the request is legitimate and, therefore, protect your data against unauthorised access. This filter does not entail any restriction for you in the use of our service / our website.

Lawful basis of the aforementioned processing. Article 6, paragraph 1, letter f) of the GDPR, whenever personal data is processed.

Legitimate interest, provided that the processing is based on Article 6, paragraph 1, letter f) of the GDPR. Our legitimate interest in the processing of personal data through our website is based on the optimisation of our Internet services, in order to provide the best possible services and to ensure long-lasting customer satisfaction.

Categories of recipients of your data. Data is only transferred to third parties when it is necessary for the fulfilment of the contract, e.g. to inform you about the booking or to process a card payment through your credit card company. In this case, we transfer the data to IT service providers, call centres, collection agencies, financial service providers, cooperation partners, partner agencies, and franchises.

We also transfer the data to Google, Inc. and Facebook Ireland Ltd. to the extent described above (see → Purposes of data processing).

Within the framework of our fraud prevention measures, in the event of detection or threat of fraud, we also transfer personal data to harmed or threatened third parties.

Transfer to third countries. When business customers book our vehicles that will be rented in a third country, we transfer the personal data of the driver to the contractual partner of our business partner in the third country. The transfer to a third country is based on an adequacy decision of the European Commission. In the absence of an adequacy decision of the European Commission in the third country in question, the transfer to a third country is based on appropriate safeguards in accordance with Article 46, paragraph 2 of the GDPR. Copies of these safeguards may be requested from FLIZZR at the address provided above (Controller).

L.5. Retention period / criteria of retention period

FLIZZR retains your personal data until the purpose of the processing expires (see → Purpose of the processing at FLIZZR). When FLIZZR is obliged by law to retain personal data, this retention will be for the legally required time. In the case of commercial documentation, which includes commercial trade books and accounting documents (such as invoices), the retention period is 10 years (paragraph 257, section 4 of the Spanish Commercial Code). If necessary, during this time your data will be blocked for operation, if there is no other purpose for its processing.

L. 6. Rights of data subjects

Rights in accordance with Articles 15 to 18 and 20 of the GDPR

Access: You have the right to demand, at reasonable intervals, information about your stored personal data (Article 15 GDPR). This information refers to the question of whether FLIZZR has stored your personal data and, among other things, what data it is and for which purposes it is processed. If requested, FLIZZR will give you a copy of the data that is subject to processing.

Rectification: In addition, you have the right to require FLIZZR to rectify any incorrectly stored data (Article 16 GDPR).

Erasure: You also have the right to obtain from FLIZZR the erasure of your personal data (Article 17 GDPR). We are obliged to erase your personal data when, among other things, it is no longer necessary in relation to the purposes for which it was collected or otherwise processed, if you have withdrawn your consent or if the data was unlawfully processed.

Restriction: In certain circumstances, you have the right to restrict the processing of your personal data (Article 18 GDPR). These circumstances include if you contest the accuracy of your personal data, and we must check your objection. In this case, we may not process your data, except for storage, until the question of accuracy has been clarified.

Portability: If you wish to change to another vehicle rental company, you have the right to request that we provide you or a third party of your choice with the information you have provided, based on your consent or an existing contractual relationship with you, in a machine-readable format (right to data portability, Article 20 GDPR).

No contractual or legal obligation to provide the data / Consequences of not providing the data

You are not contractually or legally obliged to provide us with your personal data. However, please note that you may not sign a vehicle rental contract with us, nor may you use our services if we cannot collect or process the necessary data for the aforementioned purposes (see → Purposes of data processing at FLIZZR).

Right to object at any time in accordance with Article 21 of the GDPR: If the processing of your data by FLIZZR is based on the performance of a task performed in the public interest, or in the exercise of public powers (Article 6, paragraph 1 letter e) of the GDPR), or the data processing is based on a legitimate interest of FLIZZR, you have the right to object at any time on grounds related to your particular situation. FLIZZR will no longer process the personal data unless we can demonstrate compelling legitimate grounds for the processing which override your interests for the termination of processing.

Objection to the processing of your personal data for direct marketing purposes is possible at any time without restrictions.

Right to withdraw consent: If the processing of data by FLIZZR is based on your consent, you have the right to withdraw that consent at any time. The withdrawal of consent shall not affect the lawful basis of processing based on consent before its withdrawal.

All these rights may be exercised by sending your request to the email address: dataprotection@sixt.com.

L.7. Right to lodge a complaint with a supervisory authority

You have the right to lodge a complaint to the supervisory authority of FLIZZR at the following address:

Agencia Española de Protección de Datos [Spanish Data Protection Agency]

C/ Jorge Juan, 6

28001 Madrid (Spain)

M. 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 these “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.

N. 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.

O. APPLICABLE LAW

Pursuant to Article 90 of General Consumer and User Protection Law (Law 1/2007, 16th November) in the event of any discrepancy that might arise concerning the interpretation or execution of these General Conditions, the parties expressly submit to the Courts and Tribunals of the place in which the relevant obligation must be fulfilled.