

Terms and Conditions of Use and Privacy

Gestoría Administrativa Profesional, S.A. de C.V., franchisee of **SIXT GmbH in Mexico** (hereinafter the “Lessor”), makes available to the client (hereinafter the “Lessee” and/or the “User”) the following **General Terms and Conditions**, which shall govern the rental of vehicles through the website **sixt.com.mx** (hereinafter the “Portal”) and at the physical SIXT branches in Mexico. This document sets forth the rights and obligations of the parties, as well as the terms of use for the website. By using the website or contracting the vehicle rental services provided by the Lessor, you fully accept these Terms and Conditions. If you do not agree with any provision herein, please refrain from using the website or contracting the services.

1. ACCEPTANCE

The User hereby declares that they understand and have read all terms and conditions, as well as the privacy notice of the Portal, and represents that all information provided is complete, accurate, and truthful. The User agrees to promptly inform of any changes to the information provided, under their own responsibility.

The LESSOR reserves the right to unilaterally modify these Terms and Conditions. Such modifications shall become binding upon their publication on the Portal or upon notification to the User, whichever occurs first. Therefore, it is the sole responsibility of the User to periodically review these terms in order to remain informed of any modification, addition, deletion, or change. Any continued use of the services or the Portal shall be deemed acceptance of the amended terms.

All transactions may be carried out in **Mexican Pesos (MXN)** and **United States Dollars (USD)**, unless expressly stated otherwise.

If the User acts on behalf of another person (natural or legal), the User declares and warrants that they have sufficient legal authority to bind said third party to these Terms and Conditions, have fully read and understood this Agreement, and accept it on behalf of the person they represent. If the User does not possess sufficient legal authority, they must not use the services of the LESSOR.

2. SPECIFIC SERVICE CONDITIONS

General Rental Information

Important documents

The renter and the driver have to be in possession of a valid driving license, which must be presented at time of the rental. Driving license printed with non Roman Alphabet (Arabic, Japanese, Cyrillic etc.) must be complemented by an International driving license. For driving licenses from countries not part of the Geneva/ Vienna Convention on Road Traffic, an official translation of the license in English must be presented with the original license for rentals less than on month. For rentals more than one month, an International driving license have to be presented. Sixt supports Chinese customers with the necessary translations via Sixt WeChat Account or via following link: [Link](#).

This or any other kind of valid translation of the driving license can only be accepted if accompanied by the original driving license. The renter and the authorized drivers must present their driving license, a valid ID card or passport at time of pick up. For Mexican

Citizens, you can present your valid IFE or INE with minimum 1 years of antiquity or your passport.

Photocopies, digital licenses, Learner's Permits, and driver's licenses with driving restrictions will not be accepted.

Age Restrictions

In Mexico, the following rules apply for the minimum age and possession of a driver's license:

Minimum Age	License Requirements	Car Category
21	License held for 1 years	All vehicle classes

Tariff information General

The following credit cards are accepted: all credit cards from internationally recognised credit card companies - such as American Express, Diners Club, Eurocard/Mastercard, Visa.

We do not accept any prepaid cards or debit cards (Visa Electron), checks or cash. The renter must be the owner of the indicated credit card. The primary driver must present his credit card, drivers license, and valid ID at the moment of pick up. Sixt CarExpress Service card is only accepted in combination with a valid Credit Card.

The renter must be the owner of the presented means of payment, which must be presented and be valid at the start of the rental. Credit Cards will be accepted only with the name of the card holder imprinted on the card.

Sixt CarExpress Servicecard (Advantage Circle) is only accepted in combination with a valid Credit Card.

Please note, that payments with credit card may require the PIN of the credit card. Sixt reserves the right to decline a rental of a specific vehicle if any of our rental requirements are not met.

An advance charge approval is obtained for the chosen means of payment as a security. The exact deposit is determined on collection since the amount is dependent on the vehicle.

Advance Charge Approval	
CRS Code	USD
MCAR, ECAR, CCAR, ICAR, SCAR, FCAR, EFAR, CFAR, IFAR, SFAR	300,00
IVAR	600,00
JFAR, GFAR, FVMR	1,000.00

Special rental information when booking Prepaid rates

Prepaid tariff - Pay now

When booking at a prepaid rate, the payment will be charged along with the total rental price (incl. booked extras and charges) prior to the rental. The driver and mode of payment shall be finalised at the time of reservation and cannot be changed. The confirmed credit card should be valid and available for presentation on collection of the vehicle. All extra costs that occur during the car rental will be charged to this credit card. A refund shall not be issued for non-collection, vehicle being collected late or returned early.

Changing booking
(Changing

Booking)

DELETE

A prepaid booking can be changed up to 48 hours before the start of the rental (depending on availability) in return for a booking modification fee of 26,80 USD. Any payment already made towards the rental will not be refunded; nor shall any differential amount be refunded if this modification leads to a lesser rental cost. Any changes made to a prepaid reservation may impact the rental rate. A change from a prepaid rate to a non-prepaid rate is not possible.

(Booking Modification Fee = RF)

Cancellation

A booking can be cancelled before the start of the rental. In the event of cancellation, the payment already made towards the rental will be paid back subject to a cancellation charge. The cancellation charge shall be the amount of the rental charge (including any extras and charges) for a maximum of 3 rental days. Cancellations can be made online or in writing and must be addressed to:

(Cancellation = CL)

No-show

In the event that the booked vehicle is not collected or not collected at the agreed time, the rental charge already paid shall be withheld in full.

Protection conditions

Third Party Insurance (TI)

Protection coverage for the vehicle rented includes Third Party Liability with a maximum cover of 37,000 USD. for personal injuries and material damages.

Excluded from the protection is the use of the vehicle for the transport of dangerous goods. All protection as part of the rental contract will become void, in particular, if an unauthorized driver has used the vehicle or if the driver of the vehicle does not possess the required driver's license at the time of the event giving rise to claim.

(Third Party Liability = TI)

Liability coverage/Supplemental Liability Insurance (SLI)

If purchased Supplemental Liability Insurance (SLI) protects the renter against claims made by a third party for -bodily injury- and/or property damages sustained as a result of an accident while the renter is operating a -rental vehicle-.

This coverage supplies Renter with third-party liability protection up to a limit of 250,000 USD per accident.

Supplemental Liability Insurance (SLI) does not cover all situations that may arise while operating a -rental vehicle-. SLI does not cover all risks. There may be exclusions for unauthorized or intoxicated drivers, no first party uninsured motorist coverage, no coverage for certain passengers in the vehicle, and other exclusions.

(Supplemental Liability Insurance = SL)

Loss damage waiver (incl. theft protection)

Loss damage waiver (incl. theft protection) removes the drivers responsibility to a part of the vehicle in case of damage or theft.

If LDW is accepted, customer is only responsible for the following amounts:
10% deductible on the commercial value of the car (MCAR, ECAR, CCAR, ICAR, SCAR, FCAR, EFAR, CFAR, IFAR, SFAR)
10% deductible on the commercial value of the car (IVAR)
10% deductible on the commercial value of the car (JFAR, GFAR, FVMR)

Excluded from the coverage are damages on tyres and windows.

If LDW is not accepted the customer will be held liable for the full value of the car.

(Loss Damage Waiver = LD)

Loss damage waiver (including Theft Protection) with reduced excess (BE)

If LDW is already included in the rates, the renter can choose Top Cover LDW to reduce the Non-Waiverable Responsibility.

If loss damage waiver (incl. theft protection) with reduced excess is accepted, customer is only responsible for the following amounts:
5% deductible on the commercial value of the car (MCAR, ECAR, CCAR, ICAR, SCAR, FCAR, EFAR, CFAR, IFAR, SFAR)
5% deductible on the commercial value of the car (IVAR)
5% deductible on the commercial value of the car (JFAR, GFAR, FVMR)

(Top Cover LDW = BE)

Loss damage waiver (including Theft Protection) with minimum excess (BF)

If LDW is already included in the rates, the renter can choose Super Top Cover LDW to eliminate the Non-Waiverable Responsibility.

If Super Top Cover LDW is accepted, customer is only responsible for the following amounts: 0.00 USD.

(Super Top Cover LDW = BF)

Personal Accident Protection (PAP)

By taking out personal accident protection (PAP) coverage can also be extended to cover the consequences of an accident.

Personal Accident Protection covers the customer and/or Authorized Driver and each passenger up to the legal passenger capacity of the vehicle for medical expenses, hospitalization and ambulance expenses, resulting from an accident. PAP includes up to

a total of XX,00 USD per person. The total sum covered with the PAP goes up to XX,00 per vehicle.

(Personal Accident Protection = I)

Tyre and Windscreen Coverage (TG)

The tire and glass coverage provides protection for damages on tires, windscreen, side windows and the rear window with a deductible of USD 0.00.

If the protection is not accepted, the customer will be held liable for the full extent of the damage.

(Glass and windscreen coverage = TG)

Interior Protection

Thanks to the interior protection, liability can be reduced to a predetermined deductible or eliminated if the vehicle interior is soiled or damaged.

(Interior Protection = BQ)

Road Side Assistance

The Road Side Assistance covers assistance with tire repairs, refueling of vehicles on the road, loss or misplacing of keys and break downs. Spare parts, fuel and tires themselves are not included.

(Road Side Assistance = BC)

Cross Border Rentals & Territorial Restrictions

Cross Border Rentals are not allowed.

In case of offence against Cross Border & Territorial Restrictions, all protections lose their validity.

Extras

Accessories are bookable without obligation and subject to availability.

One-Way Rentals

One-way rentals within Sixt locations in Mexico are allowed under conditions depending on tariff.

International One-Way Rentals are not allowed.

(One-Way = OW)

In the case of unannounced and unauthorised one-way rentals, we reserve the right to charge an additional fee.

Additional Driver

A charge is levied for the additional driver, whose details are noted in the lease only if the additional driver presents a valid driver's license.

(Additional Driver = AD)

Baby and child seats

Baby seats and child seats are available subject to a fee.

(Baby Seat = BS Child Seat = CS)

Vehicle refueling

If the vehicle has not been returned in a completely refuelled state, and if you have not booked the "Erste Tankfüllung" (Prepaid fuel) or "Fuelling service" extras, Sixt will charge you the fees in accordance with the tariffs applicable upon rental, for the fuelling of the vehicle and for fuel. The respectively valid tariffs are available at the Sixt branches.

(Fuel = FC Tanking Fee = O)

"Erste Tankfüllung" (Prepaid fuel):

You can purchase the "Prepaid fuel" extra at the comparable fuel station price and thereby return the vehicle without a full fuel tank. In this case, you will not be charged any additional refuelling costs in accordance with the above paragraph. Please note that unused fuel will not be reimbursed.

(Prepaid Fuel = PF)
Fuelling

service:

Subject to availability at the respective branch, you can book our "Fuelling service" at the specified price and thereby return the vehicle without a full fuel tank. In this case, you will only be charged for the subsequently fuelled litres of fuel at comparable fuel station prices, in addition to the above-mentioned fee.

(Refuelling service= FF, Fuel= F3)

Delivery & Collection

Deliveries and collections are available at the local rental station subject to a fee. This service is available on request for an additional commitment fee outside opening times at selected locations.

The renter is obliged to report the vehicle back to SIXT at the end of the rental period.
(Delivery = DL Collection = CO)

Other Fees and Taxes

Premium Location Fee

A premium location fee occurs for rentals at airport and train stations.

(Premium Location Fee = Y)

Vehicle Cleaning

In case the car requires a special cleaning procedure (i.e. smell removal, animal pollution, spill of liquids etc.) after returning, a cleaning charge will apply.
(Vehicle Cleaning = "VA")

Administration Fee For Fine

If the renter has a traffic/parking fine during the rental the renter will be charged an Administration Fee together with the first settlement-proposition.

The renter is liable for payment of all traffic/parking fines occurring during the rental.
(Administration Fee For Fine = FI)

Contract Fee

A Contract Fee applies on all rentals.

(Contract Fee = CF)

Flexi Return Guarantee

Plans can change. As a flexible mobility partner, we are happy to adapt to your plans. Thanks to our Flexi Return guarantee, you have the freedom to return the vehicle at any time to an authorised Sixt station, regardless of the rental agreement.

If your plans change during your hire period, let us know at least 24 hours in advance by telephone on XX or in person at any of our numerous stations, and our employees will amend your rental contract. By doing this, we can adapt to your changed plans. This service is, of course, free of charge for you.

Flexi Return Guarantee in the tariff Pay later

If you shorten your rental contract by at least one billing day, without having let us know, we will only bill you for the days of hire that you actually use, at your chosen tariff, plus USD 11.75 for the Flexi Return service.

If you fail to return your car at the reserved return time you will be charged with an additional day plus 25.56 USD late return fee.

Flexi Return Guarantee in the tariff Pay now

When booking at a prepaid rate, a refund shall not be issued for returned early. For further information please refer to the section Prepaid Tariff - Pay now.
(Early return = ER, Late return = RT)

VAT - 16%

3. PAYMENT INSTRUCTIONS

The User shall be solely responsible for payments and their consequences. The LESSOR assumes no responsibility for the timely delivery or performance of goods and/or services related to the payment instructions issued to the LESSOR, as it is unrelated to the obligation that gave rise to such instruction.

4. EXCLUSION AND LIMITATION OF LIABILITY

The use of the Portal is at the User's sole risk and responsibility. The User agrees to release the LESSOR from any liability arising from force majeure events or acts of God. The LESSOR shall not be liable for incorrect payments resulting from erroneously entered information or references or any other relevant data in the payment transaction. The operations of the LESSOR are dependent on the status of the operations of various banks and banking correspondents; therefore, disruptions or suspensions in such operations may partially or completely affect the operations of the LESSOR. If the User publishes information on the Portal, they warrant that they are the rightful owner authorized to share such information or that they have obtained the necessary permissions.

Either party may terminate the Agreement and its obligations at any time (except for mandatory obligations). Termination of the Agreement shall result in the cancellation of all pending payment instructions up to that time.

The LESSOR disclaims liability for damages related to the use of Portal services, including direct loss, loss of business or profits, damage to computer equipment, software, systems, programs, information, or any other direct or indirect damage. The above exclusions and limitations shall apply to the extent permitted by law. No statutory consumer rights of the User are affected.

5. MISUSE OF THE PORTAL

Any manipulation or publication of pages, code, or information from the Portal on other websites, whether by the User or third parties, is strictly prohibited.

The User agrees not to use the system to accept payments for illegal products, services, or operations, including but not limited to those infringing on third-party intellectual property laws. The User also agrees not to use the system or Portal for fraudulent or illegal activities, such as the sale of pornography or drugs.

Misuse of the system, including security or operational tampering, hacking, or unauthorized access, shall result in the cancellation of the User's account and references with the LESSOR, and the User shall be liable for any resulting damages. The LESSOR may take appropriate legal action.

In the event of indications of illegal or improper use of the system or the Portal, the LESSOR may reject payment instructions, block access, or cancel references to the LESSOR, and hold the User liable for resulting damages, initiating appropriate legal proceedings.

The User shall be liable for all damages caused to the LESSOR, businesses, and issuers due to misuse of the system.

6. ASSIGNMENT

The User, merchants, and/or issuers may not assign the obligations related to the use of the Portal or the Agreement, and any attempt to do so shall be null and void.

7. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

All materials and information on the Portal, including logos, trademarks, texts, images, software, and others, are the property of their respective owners and are protected by applicable law.

The User may not use the Portal or its content in any way other than as provided in these Terms and Conditions. Failure to comply may result in civil and criminal liability under the law.

User information and files may be shared with third parties but are considered confidential and will not be disclosed unless necessary to fulfill the services. Users have the right to request access to their file with prior notice. The LESSOR does not sell, share, or rent personal information except with the express consent of the User.

The LESSOR shall not be liable for any information the User makes public on the Portal. The User agrees to indemnify the LESSOR for any claims or damages related to the information published or shared by the User on the Portal.

8. JURISDICTION

For the application, interpretation, and enforcement of these Terms and Conditions, the User submits to the jurisdiction of the competent courts of Mexico City, expressly waiving any other jurisdiction that may correspond to them.

If any provision of these terms is deemed invalid or unenforceable, such provision shall be deemed severed, but the remaining terms shall remain valid.

The failure of the LESSOR to enforce any provision of these terms shall not be construed as a waiver thereof or affect the validity of these terms.

9. FORCE MAJEURE

Neither party shall be held liable for failure to perform obligations due to force majeure or acts of God.

10. COOKIES

The Portal uses cookies to enhance the User experience. Some areas of the Portal may require cookies to function properly.

11. LINKS

No link may be created to any page of this Portal without the written consent of the LESSOR. Any link created shall be at the user's own risk, and the above exclusions and limitations shall apply.

The LESSOR does not control or endorse the content of third-party websites linked to the Portal and is not responsible for their content or privacy practices. Users are encouraged to read the privacy notices of those sites before providing personal information.


12. NOTICE OF CHANGE

The LESSOR reserves the right to modify these terms at any time. Continued use of the Portal implies acceptance of such modifications. Any changes to the privacy policy will be notified through the Portal. Changes to the privacy policy will be published on our Portal fifteen (15) days before they take effect. Therefore, we recommend reviewing this statement regularly.

13. CONTACT INFORMATION AND CUSTOMER SERVICE

For any inquiries, clarifications, requests, notifications, or management related to vehicle rental services, reservations, website use, consumer rights, or the exercise of data protection rights, the Lessee may contact Gestoría Administrativa Profesional, S.A. de C.V., authorized franchisee of SIXT GmbH in Mexico, through the following official channels:

Corporate name: Gestoría Administrativa Profesional, S.A. de C.V. Corporate and tax address: Paseo de los Tamarindos 400B, 12th Floor, Bosques de las Lomas, Cuajimalpa de Morelos, 05120 Mexico City.

Official customer service email:  CustomerService@sixt.com.mx
This email is enabled to receive:

- Inquiries regarding reservations, deliveries, and returns
- Requests to modify or cancel reservations
- Billing and charge clarifications
- Complaints, suggestions, or commendations
- Exercise of ARCO rights in data protection matters
- Requests for tax receipts (invoicing)
- Legal notices and procedures related to the rental agreement

Customer service phone number in Mexico: 📞 (55) 7932 4954 Service hours: Monday to Friday from 9:00 a.m. to 6:00 p.m. (Mexico City time), excluding official holidays. For urgent assistance outside these hours, please contact the corresponding branch or the emergency number listed in your rental agreement.

Official website: 🌐 <https://www.sixt.com.mx>

In-person service: The Lessee may also visit any of the Lessor's physical branches for inquiries or procedures related to their rental agreement, subject to the availability of authorized staff. Locations and operating hours of each branch are published on the website.

Data protection officer: For matters specifically related to personal data protection and the exercise of ARCO rights, the Lessee may address requests to the Data Protection Officer via email to CustomerService@sixt.com.mx, with the subject line "Personal Data" and including a copy of their official ID and a clear description of the request.

Important: Any communication the User wishes to make with legal effects (e.g., notices of early termination, formal complaints, requests under consumer protection law, etc.) must be made in writing to the indicated email or by physical delivery to the Lessor's address, duly signed, retaining proof of receipt or shipment.

The Lessor undertakes to respond promptly to all communications received through official channels, within the timeframes established by law or indicated in these Terms and Conditions, and to provide professional, accessible customer service aimed at effectively resolving any issues.