FLEXYRIDE

CAPITAL SMART INVESTMENT SRL · RNC 1-33-15474-9

MANDATORY READING

LEGAL DOCUMENTS · FR-LEG-01

Vehicle rental terms and conditions

What you and FlexyRide commit to when you rent one of our vehicles. Please read it before accepting: if anything is unclear, ask us before you sign.

VERSION	SCOPE	JURISDICTION
2.2 · October 28, 2026	Website, app and branches	Dominican Republic

Lessor	Code	Effective	Review
CAPITAL SMART INVESTMENT SRL, through its subsidiary FLEXY RIDE RENT A CAR	**FR-LEG-01**	**October 28, 2026**	**Annual or upon legal change**

IN A NUTSHELL

- To rent you need a valid driver's license, an identity document and the minimum age shown for the vehicle.
- The price you see before paying is the price you pay. Taxes are itemized and the invoice carries the applicable tax receipt.
- The security deposit is a hold on your card, not a charge: it is released when you return the vehicle with no damage or pending charges.
- Full coverage insurance is included in the price, but it does not cover prohibited use: alcohol or drugs, an unauthorized driver, racing, off-road driving, among others.
- Return the vehicle on the agreed date, time and place. If you neither return it nor contact us, we will go to the authorities to recover it.
- Fines, tolls, missing fuel and uncovered damage are your responsibility. We always send you the detail with the evidence, and you may dispute it.
- If you cancel or shorten your rental, any amount due to you stays as a credit balance for future bookings, under the Refund policy.
- If you are not satisfied, you may complain to us, to Pro Consumidor or to the courts. We never force you into arbitration.

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BEFORE YOU START

These Terms form part of the Vehicle Rental Agreement. You accept them by ticking the box when you book or check in, and with your signature when you receive the vehicle; without that acceptance the vehicle is not handed over. The Refund, Privacy, Payment Security and Vehicle Use policies supplement this document.

SECTION 1

Payment, card and security deposit (hold)

1.1 Authorization to charge

By registering your credit or debit card, you authorize FLEXYRIDE to make the following charges or holds, always for the items of this agreement:

ITEM	WHAT IT IS
Rental price	The total you accepted when booking (or when extending or changing the rental). It is charged at booking or when the booking says.
Security deposit (hold)	A temporary hold on your card. It is not a charge: your bank reserves the money and it is released after the vehicle is properly returned (1.2).
Post-rental charges	Uncovered damage, fines, tolls, fuel, keys, cleaning or late return, under these Terms and the Vehicle Use policy. They are deducted from the deposit or charged to the card.

Every movement on your card is notified to you by email. Every post-rental charge is reported to you with its detail and evidence (handover photos, repair shop invoice, notice from the authority), and you may dispute it under section 24.

1.2 Release of the deposit

The deposit is held at the time your booking states (when it is confirmed, at check-in or at vehicle handover); its amount is shown to you before you book. It may also be paid in cash or by bank transfer at the branch; in that case it is returned by the same means.

FLEXYRIDE processes the release within 24 business hours after the vehicle is properly returned. How long your bank takes to reflect it does not depend on us (usually 1 to 7 business days). If there are pending charges, they are deducted from the deposit and the rest is released.

On long rentals, when the bank does not keep a hold for the whole rental, FLEXYRIDE may renew it on the same card for the same amount; you are notified each time.

1.3 Other payment methods, currency and invoice

Besides card, you may pay by bank transfer or Zelle, uploading the receipt. A transfer or Zelle payment stays "pending verification" until we confirm it; if it cannot be confirmed, you are told why so you can pay by another method.

Prices are shown in the currency stated in the booking (US dollars or Dominican pesos). When you pay in another currency, the rate shown to you before paying applies.

FLEXYRIDE issues the invoice with the applicable tax receipt under the rules of the Dominican tax authority (DGII). Payments made before the invoice are applied to it as an advance.

SECTION 2

Driving under the influence of alcohol, drugs or controlled substances

> **ZERO TOLERANCE**
>
> Driving the vehicle under the influence of alcohol, drugs, medication that impairs your reactions or any other psychoactive substance is prohibited. Besides breaching this agreement, it is forbidden by Law 63-17 on Mobility, Land Transport, Traffic and Road Safety (arts. 257 and 258).

2.1 Financial consequences

If an accident or damage occurs while the vehicle was being driven in that state, the included insurance does not cover the claim (section 17) and you are directly liable for:

a. Repair of the vehicle, or its replacement value if it is a total loss.

b. Damage to third-party vehicles and property, public or private.

c. Medical and hospital expenses of injured third parties, to the extent not covered by the mandatory insurance.

d. Fines and penalties imposed by the authorities.

e. Towing, transport and storage of the vehicle.

f. Loss of use for the days the vehicle is out of service (section 12).

g. Fees and costs set by a court in proceedings arising from the event.

2.2 How it is established

FLEXYRIDE may apply this clause when it is shown by: (i) a positive alcohol or drug test, or the report of the authority that intervened; (ii) witnesses or audiovisual evidence; or (iii) your own admission. You may always submit any evidence you have to the contrary.

SECTION 3

Abandoning the vehicle

> **VEHICLE ABANDONMENT**
>
> Abandoning the vehicle, in any circumstance, is prohibited and is a serious breach of this agreement. Depending on the case, it may also lead to criminal liability under the laws of the Dominican Republic.

3.1 What counts as abandonment

✕ Leaving the vehicle in an unauthorized place without notifying FLEXYRIDE within the following 2 hours.

✕ Leaving the country without returning the vehicle or formally notifying FLEXYRIDE.

✕ Leaving the vehicle after an accident without waiting for the authorities or contacting FLEXYRIDE.

✕ Leaving the vehicle unused, in an unknown or inaccessible place, for more than 6 hours without justification.

3.2 What FLEXYRIDE does in case of abandonment

1. Locate the vehicle by the means available, including the tracking device when the vehicle has one (section 9), and recover it (section 20).
2. Report the facts to the National Police, the traffic authority (DIGESETT) or the Public Prosecutor.
3. Charge you the documented costs of locating, towing, transporting, storing and repairing the vehicle, with their detail and evidence.
4. Claim damages, including loss of use, in or out of court.

3.3 Customers residing outside the Dominican Republic

If you reside outside the country, you acknowledge that:

1. Leaving the country without returning the vehicle or settling what is owed may be reported to the competent Dominican authorities.
2. FLEXYRIDE may disclose your data to the authorities and to whoever handles collection, only as needed to exercise or defend its rights and in accordance with the Privacy policy.
3. Charges arising from abandonment may be charged to your card even after you leave the country, with notice and detail of each one.
4. This agreement may be enforced before the courts of the Dominican Republic, without prejudice to any actions available in your country of residence.

SECTION 4

Damage, accidents and theft: what to do

4.1 After an accident or damage

1. Stop the vehicle safely and stay at the scene.

2. Call the FLEXYRIDE emergency line immediately: +1 829 678 1205.
3. Call DIGESETT or the National Police so they can file the accident report.
4. Do not move the vehicle until the authorities allow it, unless there is immediate danger.
5. Take photos of the damage, the scene and the other party's documents.
6. Do not sign documents or accept financial settlements with third parties without FLEXYRIDE's written authorization.

> **IMPORTANT**
>
> If you do not follow this procedure, in particular if you move or abandon the vehicle without authorization or there is no report from the authority, the insurer may refuse to cover the claim and the cost would be yours.

4.2 After a theft

1. Notify FLEXYRIDE immediately at +1 829 678 1205.
2. File a report with the National Police as soon as possible and send us a copy.
3. Hand over to us the keys and any vehicle documents you still have.

Without a police report and immediate notice, the insurer may refuse to cover the theft and you would be liable for the value of the vehicle, unless you prove the theft was not your fault (for example, that the vehicle was locked and the keys were in your possession).

4.3 Who pays for damage

You are liable for damage to and loss of the vehicle during the rental, unless it is due to a cause not attributable to you: a defect of the vehicle itself, the act of an identified third party, or an unforeseeable event or force majeure. This is what the Civil Code provides for every lessee (arts. 1728, 1732 and 1735).

The law makes the driver and the owner of the vehicle jointly liable for damage caused to third parties by driving it (Law 63-17, art. 305). If FLEXYRIDE has to pay a third party for damage caused during your rental and not covered by the insurance, you must reimburse it, with the detail and proof of payment.

When the damage is covered by the included insurance, you pay at most the deductible stated in the booking (if any). When it is not covered (section 17), you pay the cost of repair according to the repair shop invoice or the assessor's report.

SECTION 5

Late return and non-return

Returning the vehicle after the agreed date and time, without an authorized extension (section 19), results in these charges:

DELAY	CHARGE	NOTE
Up to 2 hours	Per hour: 1/24 of the daily rate	Applied to the deposit

2 to 24 hours	One (1) full extra day	Applied to the deposit or the card
More than 24 hours	Daily rate for each day, plus what is set out in 5.1	Recovery measures are triggered

5.1 Non-return

If more than 24 hours pass after the agreed time, with no authorized extension and no reply from you to our notices, FLEXYRIDE will consider that you are wrongfully withholding the vehicle. It may then recover it (section 20), file a criminal complaint with the Public Prosecutor for the withholding or misappropriation of the vehicle, and bring a civil claim for the rent of the days withheld, the damage and the loss of use.

> **THE VEHICLE IS NOT YOURS**
>
> Renting the vehicle gives you the right to use it for the agreed period, not to keep it. Keeping a vehicle delivered under a rental, refusing to return it or disposing of it may constitute the crime of breach of trust under the Dominican Criminal Code (Law 74-25, art. 252).

SECTION 6

Prohibited uses

The vehicle may NOT be used to:

✕ Carry people or goods for payment (taxi, deliveries, ride-hailing platforms), unless authorized in writing.

✕ Sublet, lend, sell or pledge it, or give it as security.

✕ Be driven by anyone not registered as a driver in the agreement (section 15).

✕ Race, compete, take part in speed tests or teach someone to drive.

✕ Drive off suitable roads (beaches, rivers, unpaved tracks unsuitable for the vehicle) or through flooded areas.

✕ Tow or push other vehicles or trailers.

✕ Carry illegal substances, weapons in breach of the law, hazardous materials, or more passengers or cargo than allowed.

✕ Leave the territory of the Dominican Republic or be shipped by sea without written authorization.

✕ Any unlawful activity.

If you breach these restrictions, FLEXYRIDE may terminate the agreement immediately, recover the vehicle (section 20) and claim damages. The included insurance does not cover damage occurring during a prohibited use (section 17).

SECTION 7

Fuel and mileage

Return the vehicle with the same fuel level you received it with (it is recorded in the handover report). If fuel is missing, the missing amount is charged at the price per gallon (or liter) in the current charges table, plus an administrative service fee. If the rate includes limited kilometers, the excess is invoiced at the price agreed in the booking.

SECTION 8

Fines, tolls and violations

Traffic fines, unpaid tolls (including the Paso Rápido electronic toll) and administrative penalties incurred during the rental are the responsibility of whoever was driving the vehicle, that is, yours. FLEXYRIDE will send you a copy of the notice and may charge the amount (plus the administrative fee in the current table, if any) to the deposit or the card, even after the return, for as long as the authority may issue the notice. The law records the fine against the vehicle and holds its owner liable if the driver does not pay (Law 63-17, art. 327): that is why it is passed on to you. If the violation is not yours (for example, it happened outside your rental dates), the charge is cancelled.

SECTION 9

Personal data and GPS location of the vehicle

FLEXYRIDE processes your personal data to perform this agreement (verify your identity and license, charge, invoice, handle complaints and claims) and to comply with the law, as explained in the Privacy policy, which forms part of this agreement.

Vehicles may carry a GPS tracking device. When they do, you authorize its use for security, recovery and fleet management purposes (for example, locating the vehicle in case of theft, abandonment or non-return). It is not used to monitor your private life and is not shared with third parties outside those purposes.

SECTION 10

Lost or damaged keys

10.1 Customer's responsibility

The vehicle keys (including remotes, smart keys or any access device delivered with the vehicle) are in your care from handover until return. FLEXYRIDE hands them over in working order and you must return them in the same condition.

10.2 Applicable charges

If they are lost, damaged, stolen or not returned, you pay the following costs, according to the current charges table or the supplier's invoice:

ITEM	DETAIL
Conventional key	Duplicate or replacement depending on the model, plus administrative fee.
Smart or proximity key	Replacement and programming by the manufacturer's official supplier.
Lock or cylinder change	Only when the loss puts the vehicle's security at risk.
Emergency assistance	Towing, opening or transport if the loss made it necessary.

> **NOTE**
> The included insurance does not cover lost keys.

SECTION 11

No smoking inside the vehicle

11.1 Prohibition

Smoking any product or substance inside the vehicle is prohibited, including:

- ✕ Cigarettes, cigars and tobacco in any form.
- ✕ Electronic cigarettes, vaporizers and heated-tobacco devices.
- ✕ Marijuana or any smokable substance.
- ✕ Pipes, hookahs or any other device producing smoke, vapor or residue.

11.2 Charges if smoking occurred

If signs of smoking (odor, ash, residue or burns) are found at return, you pay, according to the current charges table:

1. Professional deep cleaning and deodorizing of the interior.
2. Repair or replacement of upholstery, carpets or other damaged materials.
3. Loss of use for the days the vehicle must stay out of service for cleaning or repair.
4. The administrative processing fee.

> **HOW IT IS VERIFIED**
> At the return inspection, photos are taken and the findings are described. That evidence is sent to you with the charge, and you may submit your observations or dispute it (section 24).

SECTION 12

Administrative costs and loss of use after an accident

12.1 Principle

When an accident or damage caused by your negligence, recklessness or breach requires the vehicle to be taken off the road (repair, assessment, insurer inspection or other procedure), FLEXYRIDE loses the income of those days. That loss is attributable to you and must be compensated.

12.2 Items claimed

#	ITEM	DESCRIPTION
1.	Loss of use	The vehicle's daily rate for the days it stays off the road, from its removal until it returns to the fleet.
2.	Claim handling	Procedures before the insurer, DIGESETT, the Public Prosecutor or any other institution related to the incident.
3.	Assessors and appraisals	Technical assessments, damage inspections and appraisals required by the insurer or FLEXYRIDE.
4.	Towing and transport	When the transport resulted from your conduct.
5.	Legal fees	Those set by a court, or those incurred in claiming out of court damage you did not pay.
6.	Deductible	The policy deductible, when the claim is attributable to you.

12.3 Calculation, notice and right to dispute

Loss of use is calculated with the vehicle's daily rate in force at the time of the accident, multiplied by the days the repair shop certifies as needed for the repair. FLEXYRIDE will notify you of the amount with its calculation and supporting documents; it may deduct it from the deposit or charge it to the card. If it exceeds the deposit, you have 5 business days from the notice to pay the difference or submit your objections.

> **WHEN IT DOES NOT APPLY**
>
> This clause does not apply when the accident is due to force majeure, the act of an identified third party or a defect of the vehicle, nor when the insurer pays the loss of use. If you disagree with the calculation, you may dispute it with us, with Pro Consumidor or before the courts (section 24).

SECTION 13

Items left in the vehicle

13.1 Your responsibility

Items, luggage, documents, money, devices, medication or jewelry that you or your companions carry in the vehicle remain in your care. FLEXYRIDE is not liable for their loss, theft or damage while the vehicle is in your possession, nor for what is left inside when you return it, unless the loss or damage is due to the fault of FLEXYRIDE staff.

13.2 If you forget something

Let us know as soon as possible at the contact number in the agreement. We will search for the item in good faith and, if we find it, we will let you know. You must claim it within 72 hours of our notice; after that period, FLEXYRIDE is not responsible for keeping it. Collecting or shipping the item is at your expense.

> **TIP**
>
> Before returning the vehicle, check the glove box, the trunk, the seats and the door pockets.

SECTION 14

Parties, contract documents and definitions

The lessor is CAPITAL SMART INVESTMENT SRL (RNC 1-33-15474-9), which operates through its subsidiary FLEXY RIDE RENT A CAR (in these Terms, "FLEXYRIDE"). The lessee is the person who books and signs the agreement (in these Terms, "you" or "the customer").

The agreement consists of, in this order of priority: (1) the Vehicle Rental Agreement with your rental details (vehicle, dates, places, price, deposit) and the handover report; (2) these Terms; and (3) the Refund, Privacy, Payment Security and Vehicle Use policies. In case of conflict, whatever is more favorable to you applies.

TERM	WHAT IT MEANS HERE
Booking	Your confirmed request for a vehicle of a category, for certain dates and places, with its price.
Rental	The period from when you receive the vehicle until you return it and the return report is signed.
Security deposit	The temporary hold on your card (or the amount handed over) that secures performance of the agreement.
Handover / return report	The record with photos of the vehicle's condition, mileage and fuel at handover and at return.
Credit balance	The amount left in your favor to use on future bookings (Refund policy).

Charges table	The current amounts of post-rental charges, published in the Vehicle Use policy.

SECTION 15

Driver requirements

1. Be at least the minimum age shown for the vehicle when booking. If the vehicle carries a young-driver surcharge, it is shown in the price before you pay.
2. Present a valid, original driver's license, valid for the type of vehicle and covering the whole rental. If your license is from another country, it must be valid for driving in the Dominican Republic during your stay.
3. Present a valid identity document: Dominican ID card (cédula) or passport (or another document accepted by the booking).
4. The deposit card must be in the name of the customer who signs the agreement.
5. Complete check-in (online or at the counter) with legible photos of the license and the identity document.

The law requires FLEXYRIDE to check the renter's license before handing over the vehicle (Law 63-17, art. 197). Only the people registered in the agreement as drivers may drive. Each additional driver must meet the same requirements and present their documents before driving. You are responsible for the acts of the drivers you register.

FLEXYRIDE may refuse to hand over the vehicle if the documents are invalid, expired or do not match the person, or if the customer has outstanding debts or serious breaches in previous rentals. In that case, what was paid stays as a credit balance or is returned under the Refund policy.

SECTION 16

Booking, price, taxes and minimum length

1. You book a vehicle category, not a specific license plate. If the exact model is not available, you receive another one of the same or a higher category at no extra cost.
2. The total price is shown before you pay, detailing the days, any home or airport delivery or pick-up charge according to the zone, the extras and the applicable taxes (ITBIS applies to the leasing of services: Law 11-92, art. 335). Prices, discounts and totals are calculated by FLEXYRIDE's system, not by the browser.
3. Rentals have a minimum number of days, shown when you book. Days are counted in 24-hour periods from the handover time, with the grace period stated in the booking.
4. The booking is confirmed when the confirmation with its code is emailed to you.

SECTION 17

Included insurance and what it does not cover

Every vehicle goes out with full coverage insurance included in the price. It covers the vehicle and third-party liability on the terms and within the limits of the policy issued by an insurer authorized in the Dominican Republic. If the booking states a deductible, that is the most you pay for covered damage.

The insurance does NOT cover, and you are therefore liable for the full cost, when the damage occurs:

- ✕ While driving under the influence of alcohol, drugs or substances (section 2).
- ✕ With a driver not registered in the agreement, or without a valid license.
- ✕ During a prohibited use under section 6 (racing, off-road, paid transport, subletting, towing, leaving the country, unlawful activity).
- ✕ Because the vehicle was abandoned or the procedure in section 4 was not followed (no report from the authority, vehicle moved without authorization, settlements with third parties).
- ✕ Through gross negligence or intent: for example, leaving the vehicle unlocked or with the keys inside, or driving with a warning light on.
- ✕ Outside the rental dates, when the vehicle was not returned on time (section 5).

Nor does it cover: lost keys (section 10), personal belongings (section 13), fines and tolls (section 8), fuel (section 7), cleaning (section 11), or the policy's own exclusions. You may ask us for the terms of the current policy at any time.

SECTION 18

Handover, inspection and return

1. At handover a joint inspection is done and a handover report is drawn up with photos, mileage and fuel level. You may note in the report anything you see before signing.
2. At return the inspection is repeated and a return report is drawn up. Anything not recorded in the handover report that appears at return is deemed to have occurred during the rental, unless proven otherwise (Civil Code, arts. 1730 to 1732).
3. Handover and return take place at the branch, at the airport or at the agreed address, on the booking date and time. Home or airport delivery or pick-up carries the zone price, which is shown before you pay.
4. If you return the vehicle at a place other than the one agreed without authorization, you pay the transfer according to the current charges table.
5. The vehicle is delivered clean. If it is returned with dirt that requires special cleaning (mud, sand, stains, odors), cleaning is charged according to the current charges table.
6. The equipment FLEXYRIDE lends with the rental is its property and is for use during the rental. Vehicle accessories (beach chairs, umbrella, phone mount and charging cable, child seat and the first-aid kit) must be inside the vehicle when it is returned. For the first-aid kit, the kit itself is

returned: its contents (medicines, bandages and similar items) may be used, and using them is not a charge or a fault. What is consumed or kept by the customer is not returned: the water, the air freshener and the floor mat covers. The foam cooler belongs to the customer: they may keep it, dispose of it or return it with the vehicle, as they prefer, and not returning it is not a charge or a fault.

SECTION 19

Extensions, changes and cancellations

1. You may request more days before the return time, from "My booking" or with our team. It depends on availability and is charged at the current rate: immediately, or deducted from the deposit when the booking allows it (you are then told how much remains as deposit).
2. You may request a change of dates, place or vehicle; it depends on availability. The price is recalculated: if it goes up, you pay the difference; if it goes down, the difference stays as a credit balance.
3. Cancellations, early returns and any amount due to you are governed by the Refund, Changes and Cancellation policy: as a general rule, the amount due stays as a credit balance for future bookings and, if an invoice with a tax receipt had already been issued, a credit note is issued.
4. No change may take the rental below the minimum number of days.

SECTION 20

Recovery of the vehicle and early termination

FLEXYRIDE may terminate the agreement and recover the vehicle, wherever it is, when (Civil Code, art. 1729):

a. It is not returned on the agreed date without an authorized extension (section 5).

b. It is used in a prohibited way (section 6) or driven by someone not authorized.

c. It is abandoned (section 3) or is at serious risk of damage or loss.

d. The data or documents provided turn out to be false.

Recovery is carried out by lawful means and, when necessary, with the assistance of the authorities. The documented costs of recovery are borne by you. Whatever was paid for unused days is handled under the Refund policy, after deducting the applicable charges.

SECTION 21

What FLEXYRIDE guarantees and its limits

1. FLEXYRIDE hands over the vehicle in good working order, with its documents and the included insurance in force.
2. If the vehicle fails for a reason not attributable to you, FLEXYRIDE assists you and offers another vehicle of the same or a higher category; if it cannot, you are credited what you paid for the days not provided, under the Refund policy.

3. FLEXYRIDE is not liable for indirect losses beyond its control (for example, a flight missed because of traffic), but it is liable for damage it causes through its fault or through defects of the vehicle, as provided by law.
4. Nothing in this agreement limits the rights that Law 358-05 on Consumer Protection grants to the customer.

SECTION 22

Communications and electronic documents

Communications in this relationship are sent to the email address and phone number you registered, and appear in "My booking". You agree to keep them up to date. Ours reach you from FLEXYRIDE's official channels; we will never ask for your password or your full card details by email, phone or WhatsApp.

Your acceptance by ticking the box, your on-screen signature and the electronic documents of the rental (agreement, reports, invoices, notices) have the same validity as those signed on paper, under Law 126-02 on Electronic Commerce, Documents and Digital Signatures. FLEXYRIDE keeps the version of the Terms you accepted, with the date, time and device from which you accepted.

SECTION 23

Changes to these Terms

FLEXYRIDE may update these Terms because of legal, service or security changes. Each version has a number and an effective date, and previous versions are kept. Before an important change takes effect, you will be notified by email and in the app, and asked to accept it again. A rental already booked or in progress is governed by the version you accepted, unless the change is in your favor.

SECTION 24

Complaints, governing law and courts

1. You may dispute any charge or the application of these Terms by writing to info@flexyriderentacar.com, by WhatsApp or at the branch. We recommend doing so within 15 days after the return or the notice of the charge, while the evidence is fresh; this period does not prevent you from claiming later through legal channels.
2. FLEXYRIDE will reply in writing, with the evidence supporting its decision, within a maximum of 10 business days.
3. If you are not satisfied, you may go to the National Institute for Consumer Protection (Pro Consumidor), including its conciliation procedure (Law 358-05, art. 124), or to the competent courts of the Dominican Republic. No clause of this agreement obliges you to use arbitration or any other exclusive procedure.
4. This agreement is governed by the laws of the Dominican Republic. Its clauses are always interpreted in the way most favorable to the consumer (Law 358-05, art. 82).

SECTION 25

Language and final provisions

These Terms are published in Spanish and English. In case of discrepancy, the Spanish version prevails. If a clause is declared void, the others remain in force. These Terms (sections 1 through 25 and their annex) supplement and form an inseparable part of the Vehicle Rental Agreement, and were drafted in good faith to protect both parties.

ACCEPTANCE

Statement of acceptance

I declare that I have fully read, understood and freely and voluntarily accept these Terms and Conditions, which form an integral and inseparable part of FLEXYRIDE's Vehicle Rental Agreement, and that I have been informed of the Refund, Privacy, Payment Security and Vehicle Use policies.

ANNEX A

Annex · Legal framework

Dominican Republic rules this document relies on and the articles used.

RULE	PROVISIONS USED AND HOW THEY APPLY
Civil Code of the Dominican Republic	Art. 1134 (agreements have the force of law between the parties); art. 1147 (damages for breach, unless due to an external cause not attributable); art. 1315 (whoever claims an obligation must prove it). Lease of things: art. 1709 (definition), art. 1719 (the lessor delivers the thing and keeps it fit for use), art. 1728 (the lessee uses the thing «as a prudent person» and pays the price), art. 1729 (termination if used for another purpose or causing damage), arts. 1730 and 1731 (return according to the condition report or, without one, in good condition), art. 1732 (liable for deterioration and loss unless proven to be without fault), art. 1735 (liable for the people they bring). Civil liability: arts. 1382, 1383 and 1384.
Law 63-17 on Mobility, Land Transport, Traffic and Road Safety (O. G. 10875)	Art. 197 (rental companies must check the license before renting); art. 198 (register of plate, license, name, address and dates of each rental); art. 210 (driving without a valid license or letting an unauthorized person drive); arts. 216 and 217 (mandatory vehicle insurance); art. 257 (driving under the influence of drugs is prohibited); art. 258 (blood alcohol limit); art. 305 (driver and owner are jointly liable for damage caused); art. 327 (fines are recorded against the vehicle and the owner is liable if the driver does not pay).
Law 146-02 on Insurance and Bonds	Mandatory motor vehicle liability insurance, issued by an authorized insurer. Cited without articles: its official text could not be consulted (see the note).
Criminal Code of the Dominican Republic, Law 74-25 (in force since August 2026, as amended by Law 44-26)	Art. 252 (breach of trust: misappropriating, to another's detriment, property delivered to be returned or used in a specific way); art. 224 (theft); art. 237 (fraud).
Law 358-05 on Consumer and User Rights Protection	Art. 33 (consumer rights: truthful, clear information in Spanish; fair treatment; redress; access to justice); art. 62 (distance contracting: price with taxes, complaints by similar means and a three-business-day reflection period before the service); art. 63 (deficient service: the consumer chooses restitution, price reduction or proper performance); art. 81 (adhesion contracts); art. 82 (interpretation most favorable to the consumer); art. 83 (Spanish, clear terms, express acceptance; clauses that exempt the provider, limit rights, reverse the burden of proof, impose exclusive arbitration or allow changes without notice are void); art. 84 (right to information); art. 113 (refund of amounts unduly charged); art. 124 (conciliation before Pro Consumidor).

Law 126-02 on Electronic Commerce, Documents and Digital Signatures	Art. 4 (legal recognition of digital documents); art. 5 (written record); art. 6 (signature); art. 9 (admissibility and evidential weight); art. 13 (formation and validity of contracts by electronic means); art. 14 (recognition of data messages between the parties).
Law 172-13 on the Protection of Personal Data	Art. 5 (principles: lawfulness, quality, prior information, consent, security); art. 6 (definitions); art. 8 (rectification or erasure within 10 business days, free of charge); art. 10 (access within 5 business days); art. 13 (controller's duties); arts. 14 and 15 (rectification, cancellation and blocking); art. 16 (compensation); art. 17 (habeas data); art. 27 (cases without consent, including the contractual relationship); art. 28 (disclosure); art. 80 (international transfer, among other cases to perform the agreement).
Law 53-07 on High-Technology Crimes	Art. 5 (access codes), art. 6 (unlawful access), art. 10 (damage to or alteration of data), art. 14 (unlawful obtaining of funds by electronic means) and art. 15 (fraud by electronic means).
Decree 254-06 (Tax Receipts Regulation) and Law 32-23 on Electronic Invoicing	Decree 254-06, art. 4, letter d) (a credit note is issued for later changes to what was agreed: cancelling transactions, returns, discounts or errors, to the same buyer and to modify receipts already issued). Law 32-23, art. 14 (electronic invoices and the documents modifying them, validated by the DGII system, are electronic tax receipts, e-CF) and art. 15 (rules of use, including the electronic credit note, with the same scope).
Law 11-92, Tax Code	Art. 335 (ITBIS applies to the provision and leasing of services).

Rules are cited from their official text consulted in October 2026. Law 146-02 is named without articles because its official text could not be consulted. This annex is informative: what binds the parties are the clauses of the document and the law in force.

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