FLEXYRIDE

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

MANDATORY READING

LEGAL DOCUMENTS · FR-LEG-02

Refund, changes and cancellation policy

What happens to your money if you cancel, change or shorten your FLEXYRIDE rental: as a general rule it stays as a credit balance for your next bookings.

VERSION	SCOPE	JURISDICTION
2.0 · October 21, 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-02	October 21, 2026	Annual or upon legal change

IN A NUTSHELL

- We do not refund money to your card: any amount due to you stays as a credit balance to use on your next bookings.
- If your invoice with a tax receipt had already been issued, we issue a credit note (B04, or E34 if electronic), which is reported to the DGII and backs your balance.
- Your balance does not expire, is personal and cannot be exchanged for cash.
- We do refund your money by the same means if we charged you too much or twice by mistake, if we cannot deliver the vehicle and you prefer a refund, or if you withdraw within the 3 business days the law grants you when you contract remotely.
- The security deposit is not a payment: it is a hold that is released when you return the vehicle.

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SUPPLEMENTARY DOCUMENT

This policy supplements the rental Terms and Conditions (version 2.0) and forms part of the Rental Agreement. FLEXY RIDE RENT A CAR — CAPITAL SMART INVESTMENT SRL, RNC 1-33-15474-9.

SECTION 1

The general rule: credit balance

When, for any reason set out in this policy, part or all of what you paid is due back to you, FLEXYRIDE does not return the money to the card or account: it keeps it as a credit balance in your name to use on future bookings.

- No invoice issued: the amount is recorded as an advance in your favor in your customer account.
- Invoice issued with a tax receipt: a credit note is issued and the amount stays as a credit balance (section 2).
- If the payment was "pending verification" (transfer or Zelle), the balance is created when the payment is confirmed.
- If you had not paid anything, there is no balance to create.

The only exceptions, in which the money is refunded, are in section 5.

SECTION 2

The credit note

If your rental already had an invoice with a tax receipt number (NCF), the amount in your favor is documented with a credit note: the tax document that corrects or cancels, fully or partly, an invoice already issued. It is type B04 or, if the invoice was electronic, E34; it refers to the original invoice and is reported to the Dominican tax authority (DGII) (Decree 254-06, art. 4, letter d; Law 32-23, art. 15).

The credit note backs your credit balance: it is the tax evidence that FLEXYRIDE owes you that amount. We email you its number together with the balance notice.

SECTION 3

Cancellation by the customer

3.1 Free cancellation period and cancellation fee

You can cancel from "My booking" or with our team. Before you confirm, the screen shows you whether you are within the free cancellation period and, if not, the exact fee and what will stay in your favor.

WHEN YOU CANCEL	FEE	WHAT STAYS IN YOUR FAVOR
Within the free period stated in your booking	None	100% of what you paid, as a credit balance.
Outside that period, or if you do not show up to collect the vehicle	The cancellation percentage stated in your booking	The rest of what you paid, as a credit balance.

The free period and the cancellation percentage are those in force when you book, are shown before you pay and are not changed afterwards for your booking.

If the booking included home or airport delivery and the vehicle had already left for the delivery place, the delivery charge is also deducted.

3.2 Saver rate

When FLEXYRIDE offers the Saver rate (a discounted price in exchange for paying everything in advance), its cancellation conditions are shown when you choose it and before you pay. Any amount due to you also stays as a credit balance.

SECTION 4

Changes, shorter rental and early return

1. Changing dates, time, place or vehicle depends on availability. The price is recalculated at the current rate: if it goes up, you pay the difference; if it goes down, the difference stays as a credit balance.
2. Shortening the rental before it starts: the difference between what you paid and the new total stays as a credit balance. Never below the minimum number of rental days.
3. Returning the vehicle early: the full unused days stay as a credit balance. If your rate had a length discount (week or month) that the actual rental does not reach, it is recalculated at the rate for the days used.
4. Switching to a cheaper vehicle: the difference stays as a credit balance.
5. Extending the rental: the difference is paid immediately or, if the booking allows it, deducted from the deposit (Terms, section 19).

EXAMPLE	CALCULATION	RESULT
You booked 7 days at US$50 per day and paid US$350. Before it starts, you shorten it to 5 days.	New total: 5 × US$50 = US$250. Difference: US$350 − US$250.	US$100 credit balance. If an invoice had been issued, a credit note for US$100.
You paid US$300 and cancel outside the free period; your booking states a 20% cancellation fee.	Fee: 20% × US$300 = US$60.	US$240 credit balance.
6-day rental; you return the vehicle at the end of day 4.	2 full unused days.	The price of those 2 days, recalculated if a length discount was lost, as a credit balance.

> **THE EXAMPLES ARE ILLUSTRATIVE**
>
> The figures in the examples are not real rates or percentages: yours are the ones shown in your booking.

SECTION 5

When the money is refunded

In these cases, which Law 358-05 protects (arts. 62, 63 and 113), if you ask for it, FLEXYRIDE refunds the money by the same means you paid (or, if you prefer, keeps it as a credit balance):

CASE	WHAT YOU RECEIVE
Duplicate charge, amount higher than the one accepted, or a charge made in error by FLEXYRIDE or the payment processor	Full refund of the excess charged. It is processed within 2 business days after the error is confirmed.

FLEXYRIDE cannot deliver the booked vehicle (breakdown, accident, another customer's late return or any other cause on the company's side)	Your choice: a vehicle of the same or a higher category at no extra cost, the credit balance, or a refund of 100% of what you paid, including delivery charges.
Remote contracting (web, phone, email or WhatsApp): you withdraw within 3 business days after the booking is confirmed and before receiving the vehicle	Refund of 100% of what you paid.
A competent authority (Pro Consumidor or a court) orders it	Whatever is ordered.

Refunds are made in the same currency that was charged. FLEXYRIDE is not responsible for exchange-rate differences or fees charged by your bank, and does not control how long your bank takes to reflect it (by card, usually 5 to 10 business days).

SECTION 6

Force majeure

If the rental cannot take place for a justified reason beyond your control:

- a weather alert from the Emergency Operations Center (COE) for the rental area;
- cancellation of your flight, evidenced by the airline's notice;
- hospitalization of you or a close relative, evidenced by a medical document;
- road closure or an order of the authority that prevents the rental,

you may change the dates at no charge or receive 100% of what you paid as a credit balance. Send us the documentation within 7 days after the pick-up date.

SECTION 7

The security deposit is not a payment

1. The deposit is a hold on your card, not a charge. It does not become a credit balance: it is released.
2. FLEXYRIDE processes the release within 24 business hours after the vehicle is properly returned. Your bank may take 1 to 7 business days to reflect it.
3. If there is damage, fines, fuel or other charges under the Terms, they are deducted from the deposit and the rest is released. You receive the detail of each charge with its evidence.
4. If you paid the deposit in cash or by transfer, it is returned by the same means within 5 business days after the vehicle is properly returned.

SECTION 8

How your credit balance works

1. Validity: your balance does not expire.
2. It is personal: it is in the name of the customer holding the booking and cannot be transferred to another person.
3. It cannot be exchanged for cash or returned to the card, except in the cases of section 5.
4. It is used on your next bookings: ask for it when booking or ask the FLEXYRIDE team, and it is deducted from the total. With your authorization, it may also be applied to pending charges of a rental.
5. Currency: the balance is recorded in FLEXYRIDE's accounts in Dominican pesos; if your next booking is in dollars, it is converted at the current rate shown to you before it is applied.
6. We email you about each balance created, with the booking number and, where applicable, the credit note number.

SECTION 9

Complaints

1. You may dispute the application of this policy by email, WhatsApp or at the branch. We recommend doing so within 15 days after the event; this period does not prevent you from claiming later through legal channels.
2. FLEXYRIDE will reply in writing within a maximum of 10 business days, with the evidence supporting its decision.
3. If you are not satisfied, you may go to the National Institute for Consumer Protection (Pro Consumidor), including its conciliation procedure, or to the competent courts. There is no mandatory arbitration.

SECTION 10

Corporate customers

Companies with a credit agreement or corporate rate are governed by their agreement. Anything not provided for there is governed by this policy.

ANNEX A

Annex · Legal framework

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

RULE	PROVISIONS USED AND HOW THEY APPLY
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).
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).
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 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).

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.

FR-LEG-02 · Version 2.0 · October 21, 2026. CAPITAL SMART INVESTMENT SRL, RNC 1-33-15474-9, Calle Guayubín Olivo esq. Carretera Mella, Plaza Nessit, Local 101, Santo Domingo, República Dominicana. The Spanish version prevails in case of

discrepancy between languages. The clauses are independent: the nullity of one does not affect the others.