

LEGAL DOCUMENTS · FR-LEG-05

Vehicle use and post-rental charges policy

How to look after the vehicle during the rental, what is prohibited and which charges may apply after you return it, with how each one is calculated.

VERSION

1.0 · October 21, 2026

SCOPE

Website, app and branches

JURISDICTION

Dominican Republic

Lessor CAPITAL SMART INVESTMENT SRL, through its subsidiary FLEXY RIDE RENT A CAR	Code FR-LEG-05	Effective October 21, 2026	Review Annual or upon legal change
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IN A NUTSHELL

- Look after the vehicle as if it were yours: lock it, do not leave the keys inside and follow the traffic law.
- Only the people registered in the agreement may drive, and never under the influence of alcohol or drugs.
- Before you leave and when you return it, we inspect the vehicle together and photograph it. We recommend you also take your own photos.
- Post-rental charges have a formula known in advance and always reach you with their detail and evidence.
- You may dispute any charge; we reply in writing within 10 business days.

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SUPPLEMENTARY DOCUMENT

This policy develops sections 5 to 13 and 17 to 20 of the rental Terms and Conditions. FLEXY RIDE RENT A CAR — CAPITAL SMART INVESTMENT SRL, RNC 1-33-15474-9.

SECTION 1

Looking after the vehicle

Like every lessee, you must use the vehicle with the diligence of a careful person and only for the agreed use, and return it in the condition in which you received it, except for normal wear. In practice:

1. Always lock it and do not leave the keys, documents or valuables in sight.
2. Follow the traffic law, speed limits and parking rules.
3. If a warning light comes on (engine, oil, temperature, brakes), stop in a safe place and call us before continuing.
4. Use the fuel specified for the vehicle.

5. Do not make repairs or modifications without our written authorization; if we authorize a repair, keep the invoice.
6. Tell us immediately about any accident, damage, theft or breakdown (Terms, section 4).

SECTION 2

What is prohibited

- ✗ Driving under the influence of alcohol, drugs or medication that impairs driving.
- ✗ Letting anyone not registered in the agreement drive.
- ✗ Paid transport, subletting, lending or selling the vehicle.
- ✗ Racing, competitions or driving off suitable roads.
- ✗ Towing, leaving the country or any unlawful activity.
- ✗ Smoking inside the vehicle.

The detail and its consequences are in sections 2, 6 and 11 of the Terms. Damage occurring during a prohibited use is not covered by the included insurance (section 17).

SECTION 3

Inspection at handover and return

At handover and at return, an inspection is done with photos, mileage and fuel, which is recorded in the report. You may write your observations before signing. Anything not recorded in the handover report that appears at return is deemed to have occurred during the rental, unless proven otherwise: that is why we recommend checking the vehicle calmly and taking your own photos.

SECTION 4

Post-rental charges table

These are all the charges that may apply after the rental. The formulas are those of the Terms; the amounts are the current ones set by FLEXYRIDE and published on this page.

CHARGE	HOW IT IS CALCULATED	AMOUNT
Late return (section 5)	Up to 2 h: per hour, 1/24 of the daily rate. 2 to 24 h: one day. More than 24 h: the daily rate for each day started.	According to your booking's daily rate
Missing fuel (section 7)	Missing fraction of the tank × tank capacity × price per gallon, plus an administrative fee.	According to the current table
Extra mileage	Only if the rate has limited kilometers: extra kilometers × price agreed in the booking.	According to your booking
Smoking (section 11)	Deep cleaning + days out of service × daily rate + administrative fee; damaged upholstery, according to invoice.	According to the current table

Keys (section 10)	Conventional key, smart key, lock change or assistance, plus an administrative fee.	According to the current table
Special cleaning (section 18)	Cost of the cleaning the dirt requires (mud, sand, stains, odors).	According to invoice or assessment
Uncovered damage (sections 4 and 17)	Cost of repair according to the repair shop invoice or assessment; if the damage is covered, only the booking's deductible (if any).	According to invoice or assessment
Loss of use (section 12)	Daily rate × days the repair shop certifies out of service.	According to your booking's daily rate
Fines and penalties (section 8)	The amount set by the authority, plus the handling fee in the current table, if any.	According to the authority's notice
Tolls, including Paso Rápido (section 8)	What was used during the rental.	According to usage
Vehicle recovery (sections 3, 5 and 20)	Documented costs of locating, towing, transport and storage.	According to invoice or assessment

SECTION 5

How a charge is applied

1. Each charge is notified to you by email with its item, calculation and evidence (report photos, repair shop invoice, authority notice).
2. It is deducted from the deposit or charged to the registered card; you may also pay it by the other accepted methods.
3. Charges are invoiced with the applicable tax receipt.
4. If you disagree, you may submit your observations or dispute it (Terms, section 24). If the charge proves undue, it is cancelled and what was charged is refunded by the same means.

NO SMALL PRINT

No charge outside this table is made. The company's current amounts can be checked on this page at any time.

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).

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-05 · Version 1.0 · 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.