FLEXYRIDE

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

MANDATORY READING

LEGAL DOCUMENTS · FR-LEG-03

Privacy and data protection policy

What data FLEXYRIDE collects about you, what it uses it for, who it shares it with, how long it keeps it and how you can exercise your rights.

VERSION	SCOPE	JURISDICTION
2.1 · November 7, 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-03**	**November 7, 2026**	**Annual or upon legal change**

IN A NUTSHELL

- We only ask for the data needed to rent you a vehicle safely: identity, license, contact, payment and the vehicle's condition.
- Your document number, your license and the photos of your documents are stored encrypted.
- We never see or store your full card number or security code.
- We do not sell your data. We only share it with those who help us provide the service, with the insurer after an accident and with the authorities when the law requires it.
- You may see, correct or ask us to delete your data; we reply within 5 business days (access) or 10 business days (correction or deletion), as required by Law 172-13.
- We only use necessary cookies. No advertising or tracking.
- In the app, the camera is only used when you tap “Take photo”, and you can delete your account from the app or from the website.

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DATA CONTROLLER

CAPITAL SMART INVESTMENT SRL, RNC 1-33-15474-9, through its subsidiary FLEXY RIDE RENT A CAR ("FLEXYRIDE"), with registered address at Calle Guayubín Olivo esq. Carretera Mella, Plaza Nessit, Local 101, Santo Domingo, República Dominicana. Privacy contact: info@flexyriderentacar.com.

SECTION 1

Who it applies to

This policy applies to anyone who visits FLEXYRIDE's website or app, creates an account, books, checks in or rents a vehicle, and to the additional drivers the customer registers. It is issued in compliance with article 44 of the Constitution of the Dominican Republic and Law 172-13 on the Protection of Personal Data.

SECTION 2

What data we collect

CATEGORY	DATA	WHEN
Identification and contact	Name, email, phone, language, address; password stored only as an encrypted hash.	When you create an account or book.
Driving and identity	Date of birth, license number and expiry, country; type and number of ID document (cédula or passport), nationality; photos of the license and the document. The document number, the license number and the photos are stored encrypted.	When you book and at check-in.
Booking and agreement	Dates, places and delivery address, flight number if you provide it, vehicle, amounts, additional drivers, your signature, and the version of the Terms accepted with the date, time, IP address and browser.	When you book, at check-in and at handover.
Vehicle condition	Handover and return reports with photos (people or license plates may appear), mileage, fuel, damage, incidents and, if you share it when reporting an incident, your phone's location at that moment.	At handover, at return or when reporting an incident.
Payments	Amount, payment method, card brand, last 4 digits and expiry, and the identifier given by the payment processor; transfer or Zelle receipts.	When you pay or register the card.
Invoicing	Name or company name, RNC or cédula and tax receipt number.	When invoicing.
Communications and feedback	Notices sent, your notice preferences, messages you send us and your service rating.	When you write to us or rate us.
Security	IP address, browser and device, sign-ins and failed attempts, actions performed in the account.	Automatically when you use the website or app.

If the vehicle carries a GPS tracking device, the VEHICLE's location is recorded for the purposes of section 9 of the Terms (security, recovery and fleet management). We do not use cameras inside the vehicles and do not ask for photos of your face.

Data marked as mandatory is needed to rent: without it we cannot verify your identity or hand over the vehicle.

SECTION 3

What we use it for

PURPOSE	BASIS THAT ALLOWS IT
Managing your account, booking and agreement; verifying your identity and license; handing over and receiving the vehicle; charging and handling extensions, changes and charges.	The contractual relationship you request (Law 172-13, art. 27.4) and your consent when accepting the Terms.
Issuing invoices and tax receipts and keeping accounting records.	Legal obligation (DGII tax rules).
Keeping the register of each rental (plate, license, name, address and dates) that DIGESETT may inspect.	Legal obligation (Law 63-17, arts. 197 and 198).
Handling accidents, fines, complaints and court proceedings.	The agreement and the defense of the parties' rights.
Preventing fraud and protecting the vehicles and the platform's security, including not renting to someone who previously committed a serious breach.	Legitimate interest in protecting the assets and customers, with access restricted to management.
Sending you offers and news.	Only with your consent, which you may withdraw at any time.

SECTION 4

Who we share it with

We do not sell or rent your data. We only share it as necessary with:

- The card payment processor, certified under the PCI DSS standard, which receives the card data directly from your browser.
- The providers that host the platform, store the encrypted files and send the emails, acting on FLEXYRIDE's behalf.
- The accounting and invoicing system of the business group FLEXYRIDE belongs to, to invoice and collect.
- The vehicle's insurance company, in case of an accident.
- The authorities (DGII, National Police, DIGESETT, Public Prosecutor, courts) when the law requires it or to report an event affecting the vehicle.
- The map service that suggests addresses: it only receives the text you type in the address field, never your name, email or booking.

Whoever receives data on FLEXYRIDE's behalf may only use it to provide that service. Any other disclosure requires your consent (Law 172-13, art. 28).

SECTION 5

Data outside the Dominican Republic

Some of these providers are outside the country (for example, in the United States or the European Union). The transfer takes place because it is necessary to perform the agreement you request (payment, email, hosting), under article 80 of Law 172-13, and with your authorization when you accept this policy.

SECTION 6

How long we keep it

1. Agreement, payment and invoice data is kept for the periods required by tax and commercial laws and for as long as obligations arising from the rental may be claimed.
2. Photos of your license and document are kept for as long as they are needed to verify your rentals and handle complaints or accidents.
3. Photos in the reports are kept for as long as they may serve as evidence in a complaint or an accident.
4. After those periods, the data is deleted or anonymized.

SECTION 7

How we protect it

- Encryption of document and license numbers and of your document files, in the database and in storage.
- Encrypted connection (HTTPS) across the website and app.
- Staff access limited to what their role needs, with two-factor authentication and a log of actions.
- Encrypted backups stored separately.
- Cards are processed by a PCI DSS certified provider (see the Payment security policy).

If an incident affecting your data occurs, we will tell you what happened and what you can do.

SECTION 8

Your rights and how to exercise them

RIGHT	WHAT YOU MAY ASK	RESPONSE TIME
Access	To know what data we hold about you, where it comes from and what it is used for.	5 business days (Law 172-13, art. 10).
Rectification and update	To correct inaccurate or incomplete data. You can correct much of it yourself in "My account".	10 business days (art. 8).

Erasure (cancellation)	To have your data deleted, except what the law or an agreement requires us to keep. You can close your account from "My account" or in the app (More › Security › Delete my account) if you have no open rentals; the other ways are at app.flexyriderentacar.com/eliminar-cuenta.	10 business days (art. 8).
Objection	To stop receiving marketing communications, from the link in the email or in your notice preferences.	Immediately upon unsubscribing.

Write to info@flexyriderentacar.com stating your name and what you are asking for; we will ask you to verify your identity before handing over or changing data. Exercising these rights is free. When you close your account your personal data is anonymized; if you were on the list of customers with serious breaches, only an encrypted fingerprint of the document is kept to prevent a new rental.

If we do not reply within those periods or you are not satisfied, you may bring a habeas data court action (Constitution, art. 70; Law 172-13, art. 17) and claim any compensation due (art. 16).

SECTION 9

Notices and marketing communications

Booking notices (confirmation, reminders, charges, invoices) are part of the service and are always sent. Security notices, such as the notice of each movement on your card, cannot be turned off. Offers and news are only sent with your consent, identify the sender and include an unsubscribe link, under Law 310-14 on unsolicited commercial email.

SECTION 10

Cookies and storage on your device

- Necessary (always on): your session and security, the quote you are working on, and those that remember your choices, such as language or light/dark theme. The app does not work without them.
- Optional (only if you press "Accept"): your booking form draft and whether you left the guide open. They are stored only in your browser; if you choose "Only necessary", they are deleted and not saved again.
- We do not use advertising or tracking cookies, nor third-party analytics tools.

SECTION 11

The FlexyRide app

The FlexyRide app for Android and iPhone handles the same data as the website, for the same purposes. In addition:

- Camera: the app only uses it when you tap “Take photo” at check-in, to photograph your driver's license and ID document. The photos are sent encrypted to your file and are not stored on the

phone. If you don't allow the camera, you can pick the photo from your gallery.

- Fingerprint or Face ID: if you turn them on, your phone checks them. FlexyRide never receives your fingerprint or your face.
- The phone only keeps your session and, so you can show them without signal, your current booking and its QR code, in the system's encrypted keychain. They are erased when you sign out.
- Payments: inside the app they are processed by the same PCI DSS certified payment processor, by card, Apple Pay or Google Pay. FlexyRide never sees or stores your card number.
- If the app fails, it sends a technical error report (the version, the screen and the technical detail), with no data that identifies you, only so we can fix it.
- The app shows no advertising, does not track you across other companies' apps or websites and uses no third-party analytics tools. It does not ask for your location, your contacts or the microphone.
- You can delete your account in the app, under More › Security › Delete my account, or as explained at app.flexyriderentacar.com/eliminar-cuenta. We keep the bookings, rental agreements and invoices the law requires us to keep.

SECTION 12

Minors

FLEXYRIDE does not rent vehicles to minors or knowingly collect their data. To rent, you must be at least the minimum age stated for each vehicle.

SECTION 13

Changes to this policy

Each version has a number and an effective date, and previous versions are kept. If a change affects how we use your data, we will notify you in advance by email and in the app.

> **LEGAL REFORM IN PROGRESS**
>
> If a new data protection law amending Law 172-13 is passed, this policy will be reviewed within 30 days after it takes effect.

ANNEX A

Annex · Legal framework

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

RULE	PROVISIONS USED AND HOW THEY APPLY
Constitution of the Dominican Republic (2015)	Art. 44 (right to privacy; paragraph 2: access to one's own data and principles of quality, lawfulness, fairness, security and purpose) and art. 70 (habeas data).
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 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 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 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).
Law 310-14 on unsolicited commercial email	Sender identification and an unsubscribe mechanism in commercial messages.

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-03 · Version 2.1 · November 7, 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.