

Topo Smart Desing & Solutions LLC.

**THIS FILE CONSISTS OF TERMS AND CONDITIONS; PRIVACY STATEMENT; AND COOKIE STATEMENT.**

TERMS AND CONDITIONS

Last updated: May 30th, 2019

**1. Contractual Relationship**

These Terms of Use (“Terms”) govern the access or use by you, an individual, from within USA of applications, websites, content, products, and services (the “Services”) made available by Dust Busters Mobile Inc., a private incorporated company established in USA, having its offices at 15776 Spyglass Hill Loop Gainesville, Virginia 20155-3237 USA, registered at Corporations USA under corporation number 1027358-9.

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES.

Your access and use of the Services constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between you and Topo Smart Desing & Solutions LLC.If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. Topo Smart Desing & Solutions LLC.may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

Supplemental terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable Services. Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Services. Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

Topo Smart Desing & Solutions LLC.may amend the Terms related to the Services from time to time. Amendments will be effective upon Dust Busters Mobile Inc.’s posting of such updated Terms at this location or the amended policies or supplemental terms on the applicable Service. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended.

Our collection and use of personal information in connection with the Services is as provided in Topo Smart Desing & Solutions LLC.’s Privacy Policy located at <http://dustbustersmobile.com/license-agreement.html/> Topo Smart Desing & Solutions LLC.may provide to a claims processor or an insurer any necessary information (including your contact information) if there is a complaint, dispute or conflict, which may include an accident, involving you and a Third-Party Provider (including a sub-contractor of Dust Busters Mobile Inc.) and such information or data is necessary to resolve the complaint, dispute or conflict.

**2. The Services**

The Services constitute a technology platform that enables users of Dust Busters Mobile Inc.’s mobile application or website provided as part of the Services (each, an “*Application*”) to arrange and schedule mobile car cleaning services with Topo Smart Desing & Solutions LLC.employees or it’s sub-contractors

of such services, including independent third party cleaning service providers under agreement with Topo Smart Desing & Solutions LLC.or certain of Dust Busters Mobile Inc.'s affiliates ("*Third Party Providers*").

Unless otherwise agreed by Topo Smart Desing & Solutions LLC.in a separate written agreement with you, the Services are made available solely for your personal, non-commercial use.

License.

Subject to your compliance with these Terms, Topo Smart Desing & Solutions LLC.grants you a limited, non-exclusive, non-sub licensable, revocable, non-transferrable license to: (i) access and use the Applications on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, non-commercial use. Any rights not expressly granted herein are reserved by Topo Smart Desing & Solutions LLC.and Dust Busters Mobile Inc.'s licensors.

Restrictions.

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by Dust Busters Mobile Inc.; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

Provision of the Services.

You acknowledge that portions of the Services may be made available under Dust Busters Mobile Inc.'s various brands or request options associated with cleaning, including the mobile car cleaning request brands currently referred to as "*Fast track exterior interior*," "*Detailing*," and "*Pro-detailing*."

You also acknowledge that the Services may be made available under such brands or request options by or in connection with: (i) certain of Dust Busters Mobile Inc.'s subsidiaries and affiliates; or (ii) independent Third-Party Providers, including car cleaning subcontractors authorized by Dust Busters Mobile Inc.

Third Party Services and Content.

The Services may be made available or accessed in connection with third party services and content (including advertising) that Topo Smart Desing & Solutions LLC.does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content. Topo Smart Desing & Solutions LLC.does not endorse such third party services and content and in no event shall Topo Smart Desing & Solutions LLC.be responsible or liable for any products or services of such third party providers. Additionally, Apple Inc., Google, Inc., Microsoft Corporation or BlackBerry Limited and/or their applicable international subsidiaries and affiliates will be third-party beneficiaries to this contract if you access the Services using Applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively. These third party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third party

beneficiary's terms of service.

#### Ownership.

The Services and all rights therein are and shall remain Dust Busters Mobile Inc.'s property or the property of Dust Busters Mobile Inc.'s licensors. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner Dust Busters Mobile Inc.'s company names, logos, product and service names, trademarks or services marks or those of Dust Busters Mobile Inc.'s licensors.

### 3. Your Use of the Services

#### User Accounts.

In order to use most aspects of the Services, you must register for and maintain an active personal user Services account ("*Account*"). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account. Account registration requires you to submit to Topo Smart Desing & Solutions LLC.certain personal information, such as your name, address, mobile phone number and age, car brand and model, as well as at least one valid payment method (either a credit card or accepted payment partner). You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access and use the Services or Dust Busters Mobile Inc.'s termination of these Terms with you. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by Topo Smart Desing & Solutions LLC.in writing, you may only possess one Account.

#### User Requirements and Conduct.

The Service is not available for use by persons under the age of 18. You may not authorize third parties to use your Account, and you may not allow persons under the age of 18 to receive mobile car cleaning services from Topo Smart Desing & Solutions LLC.employees or Third Party Providers. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes. You will not, in your use of the Services, cause annoyance, inconvenience, or property damage, whether to Topo Smart Desing & Solutions LLC.employees, the Third Party Provider or any other party. In certain instances you may be asked to provide proof of identity to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity.

#### Promotional Codes.

Topo Smart Desing & Solutions LLC.may, in Dust Busters Mobile Inc.'s sole discretion, create promotional codes that may be redeemed for Account credit, or other features or benefits related to the Services and/or a Third Party Provider's services, subject to any additional terms that Topo Smart Desing & Solutions LLC.establishes on a per promotional code basis ("*Promo Codes*"). You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by Dust Busters Mobile Inc.; (iii) may be disabled by Topo Smart Desing & Solutions LLC.at any time for any reason without liability to Dust Busters Mobile Inc.; (iv) may only be used pursuant to the specific terms that Topo Smart Desing & Solutions LLC.establishes for such

Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. Topo Smart Desing & Solutions LLC.reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that Topo Smart Desing & Solutions LLC.determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Terms.

#### User Provided Content.

Topo Smart Desing & Solutions LLC.may, in Dust Busters Mobile Inc.'s sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to Topo Smart Desing & Solutions LLC.through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services, initiation of support requests, and submission of entries for competitions and promotions ("*User Content*"). Any User Content provided by you remains your property. However, by providing User Content to Dust Busters Mobile Inc., you grant Topo Smart Desing & Solutions LLC.a worldwide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and Dust Busters Mobile Inc.'s business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant Topo Smart Desing & Solutions LLC.the license to the User Content as set forth above; and (ii) neither the User Content nor your submission, uploading, publishing or otherwise making available of such User Content nor Dust Busters Mobile Inc.'s use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by Topo Smart Desing & Solutions LLC.in its sole discretion, whether or not such material may be protected by law. Topo Smart Desing & Solutions LLC.may, but shall not be obligated to, review, monitor, or remove User Content, at Dust Busters Mobile Inc.'s sole discretion and at any time and for any reason, without notice to you.

#### Network Access and Devices.

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device and you shall be responsible for such rates and fees. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. Topo Smart Desing & Solutions LLC.does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

#### 4. Payment

Topo Smart Desing & Solutions LLC.collects the payments with a pos machine after the service provided. When Topo Smart Desing & Solutions LLC.provides a payment method in the application, you will make your payment after the service through the App.

You understand that use of the Services may result in charges to you for the services or goods you receive

from Topo Smart Desing & Solutions LLC.employees or a Third Party Provider (“Charges”). After you have received services or goods obtained through your use of the Service, Topo Smart Desing & Solutions LLC.will facilitate your payment of the applicable Charges on behalf of the Third Party Provider as such Third Party Provider’s limited payment collection agent. Payment of the Charges in such manner shall be considered the same as payment made directly by you to the Third Party Provider. Charges will be inclusive of applicable taxes where required by law. Charges paid by you are final and non-refundable, unless otherwise determined by Topo Smart Desing & Solutions LLC.You retain the right to request lower Charges from Topo Smart Desing & Solutions LLC.employees or a Third Party Provider for services or goods received by you from such Third Party Provider at the time you receive such services or goods. Topo Smart Desing & Solutions LLC.will respond accordingly to any request from a Third Party Provider to modify the Charges for a particular service or good.

All Charges are due immediately after the service provided and payment will be facilitated by Topo Smart Desing & Solutions LLC.using the preferred payment method designated in your Account, after which Topo Smart Desing & Solutions LLC.will send you a receipt by email. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that Topo Smart Desing & Solutions LLC.may, as Topo Smart Desing & Solutions LLC.employees’ and the Third Party Provider’s limited payment collection agent, use a secondary payment method in your Account, if available.

You are free to determine any portion of your payment as a tip or gratuity to the Third Party Provider. Any representation by Topo Smart Desing & Solutions LLC.(on Dust Busters Mobile Inc.’s website, in the Application, or in Dust Busters Mobile Inc.’s marketing materials) to the effect that tipping is “voluntary,” “not required,” and/or “included” in the payments you make for services or goods provided is not intended to suggest that Topo Smart Desing & Solutions LLC.provides any additional amounts, beyond those described above, to the Third Party Provider. You understand and agree that, while you are free to provide additional payment as a gratuity to any Topo Smart Desing & Solutions LLC.employees or Third Party Provider who provides you with services or goods obtained through the Service, you are under no obligation to do so. Gratuities are voluntary. After you have received services or goods obtained through the Service, you will have the opportunity to rate your experience and leave additional feedback about your Topo Smart Desing & Solutions LLC.employees or Third Party Provider.

#### Repair or Cleaning Fees.

You shall be responsible for the cost of repair for damage to, or necessary cleaning of, Topo Smart Desing & Solutions LLC.employees or Third Party Provider vehicles and property resulting from use of the Services under your Account in any accidental or intentional event (“*Repair or Cleaning*”). In the event that a Busters Mobile Inc. employee or a Third Party Provider reports the need for Repair or Cleaning, and such Repair or Cleaning request is verified by Topo Smart Desing & Solutions LLC.in Dust Busters Mobile Inc.’s reasonable discretion, Topo Smart Desing & Solutions LLC.reserves the right to facilitate payment for the reasonable cost of such Repair or Cleaning on behalf of the Busters Mobile Inc. employee or the Third Party Provider using your payment method designated in your Account. Such amounts will be transferred by Topo Smart Desing & Solutions LLC.to the applicable Busters Mobile Inc. employee or Third Party Provider and are non-refundable.

#### 5. Disclaimers; Limitation of Liability; Indemnity.

##### DISCLAIMER.

TOPO SMART DESING & SOLUTIONS LLC.PROVIDES SERVICES IN LINE WITH ITS QUALITY STANDARDS.

THESE ARE: 1) THE SERVICES ARE LIMITED IN DESIGNATED LOCATION (OAKVILLE), USA. WHEN SERVICE LOCATIONS ARE EXTENDED, TOPO SMART DESİNG & SOLUTIONS LLC.WILL ANNOUNCE NEW LOCATIONS FROM ITS WEB SITE AND APP. 2) ONCE A SCHEDULE IS DONE; TOPO SMART DESİNG & SOLUTIONS LLC.WILL SEND AN APPROVAL MESSAGE FOR THE SERVICE. UNAPPROVAL SERVICE REQUESTS WILL NOT BE PROVIDED. 3) THE SERVICE PROVIDERS WILL BE ON THE ADDRESS ENTERED TO THE APP FOR THE REQUESTED SERVICE ON THE DATE AND TIME. 4) THE SERVICE PROVIDERS WILL COME WITH DUST BUSTERS MOBILE INC.'S UNIQUELY DESIGNED CAR AND WILL WEAR DUST BUSTERS MOBILE INC.'S UNIQUE UNIFORMS. 5) TOPO SMART DESİNG & SOLUTIONS LLC.DOES NOT USE CHEMICALS FOR CLEANING. IF THEY ARE NECESSARY FOR CERTAIN PARTS OF THE CAR, WE WILL USE ONLY ECO-FRIENDLY PRODUCTS.

IN ADDITION, TOPO SMART DESİNG & SOLUTIONS LLC.MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

TOPO SMART DESİNG & SOLUTIONS LLC.DOES GUARANTEE THE QUALITY OF THE SERVICE OF THE SERVICE PROVIDERS.

YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

LIMITATION OF LIABILITY.

THE SERVICE REQUESTER IS LIABLE NOT TO LEAVE VALUABLE PROPERTY IN HIS/HER CAR. TOPO SMART DESİNG & SOLUTIONS LLC.CANNOT BE LIABLE FOR ANY LOST OR STOLEN ITEM(S) CLAIMS.

THE SERVICE REQUESTER SHOULD ORGANIZE HIS/HER CAR: 1) THE CAR KEY SHOULD BE DELIVERED TO THE SERVICE PROVIDER PROPERLY. 2) THE SUFFICIENT CAR CLEANING AREA SHOULD BE ARRANGED. THIS SPACE MUST BE AT LEAST A PARKING SPACE FOR TWO CARS. 3) IF THE SERVICE REQUESTER WANT THE SERVICE PROVIDER TO DELIVER THE CAR KEY SOMEWHERE, TOPO SMART DESİNG & SOLUTIONS LLC.IS NOT LIABLE FOR ANY LOST OR STOLEN KEY CLAIMS.

TOPO SMART DESİNG & SOLUTIONS LLC.DOES PROVIDE THE SERVICES FOR ACCEPTABLE DIRTY CARS. IF THE CAR OF THE SERVICE REQUESTER IS EXCESSIVE DIRTY, TOPO SMART DESİNG & SOLUTIONS LLC.WILL APPLY ADDITIONAL CHARGES.

DUST BUSTERS MOBILE INC.'S PRICES FOR SERVICES ARE APPLICABLE FOR ALL SEVEN DAYS (MONDAY TO SUNDAY) AND HOURS (09:00 AM-17:00AM). TOPO SMART DESİNG & SOLUTIONS LLC.WILL APPLY FIFTY PERCENT ADDITIONAL CHARGES ON THE SELECTED SERVICES WHEN DIFFERENT HOURS REQUESTED. IN HOLIDAYS, TOPO SMART DESİNG & SOLUTIONS LLC.WILL DOUBLE THE REGULAR CHARGES.

TOPO SMART DESİNG & SOLUTIONS LLC.SERVICE PROVIDERS WAITS 20 MINUTES ON THE SERVICE REQUESTED ADDRESS AND THEN LEAVE FROM THE ADDRESS. IF THE SERVICE REQUESTER IS NOT BE ON DATE AND TIME IN THE ADDRESS TWO TIMES, HE/

SHE MAY NOT BE ALLOWED TO REQUEST DUST BUSTERS MOBILE INC.'S SERVICES.

TOPO SMART DESIGN & SOLUTIONS LLC SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, EVEN IF TOPO SMART DESIGN & SOLUTIONS LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

DUST BUSTERS MOBILE INC.'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICES FOR ALL DAMAGES STEM FROM CAUSES OF ACTION OR SERVICES SHALL BE COMPENSATED BY TOPO SMART DESIGN & SOLUTIONS LLC OR ITS SUB CONTRACTORS.

DUST BUSTERS MOBILE INC.'S SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE CAR CLEANING SERVICE WITH TOPO SMART DESIGN & SOLUTIONS LLC SERVICE PROVIDERS, BUT YOU AGREE THAT TOPO SMART DESIGN & SOLUTIONS LLC HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY SERVICES PROVIDED TO YOU BY TOPO SMART DESIGN & SOLUTIONS LLC SERVICE PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION 5 DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

#### INDEMNITY.

You agree to indemnify and hold Topo Smart Design & Solutions LLC and its officers, directors, employees and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees) arising out of or in connection with: (i) your use of the Services or services or goods obtained through your use of the Services; (ii) your breach or violation of any of these Terms; (iii) Dust Busters Mobile Inc.'s use of your User Content; or (iv) your violation of the rights of any third party, including Third Party Providers.

#### 6. Governing Law; Arbitration.

Except as otherwise set forth in these Terms, these Terms shall be exclusively governed by and construed in accordance with the laws of USA, excluding its rules on conflicts of laws. The Vienna Convention on the International Sale of Goods of 1980 (CISG) shall not apply. Any dispute, conflict, claim or controversy arising out of or broadly in connection with or relating to the Services or these Terms, including those relating to its validity, its construction or its enforceability (any "Dispute") shall be first mandatorily submitted to mediation proceedings under the International Chamber of Commerce Mediation Rules ("*ICC Mediation Rules*"). If such Dispute has not been settled within sixty (60) days after a request for mediation has been submitted under such ICC Mediation Rules, such Dispute can be referred to and shall be exclusively and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce ("*ICC Arbitration Rules*"). The ICC Rules' Emergency Arbitrator provisions are excluded. The Dispute shall be resolved by one (1) arbitrator to be appointed in accordance with the ICC Rules. The place of both mediation and arbitration shall be Toronto, USA, without prejudice to any rights you may have under articles of the USA Civil Code. The language of the mediation and/or arbitration shall be English, unless you do not speak English, in which case the mediation and/or arbitration shall be conducted in both English and your

native language. The existence and content of the mediation and arbitration proceedings, including documents and briefs submitted by the parties, correspondence from and to the International Chamber of Commerce, correspondence from the mediator, and correspondence, orders and awards issued by the sole arbitrator, shall remain strictly confidential and shall not be disclosed to any third party without the express written consent from the other party unless: (i) the disclosure to the third party is reasonably required in the context of conducting the mediation or arbitration proceedings; and (ii) the third party agrees unconditionally in writing to be bound by the confidentiality obligation stipulated herein.

## 7. Other Provisions

### Claims of Copyright Infringement.

Claims of copyright infringement should be sent to Dust Busters Mobile Inc.'s designated agent. Please visit Dust Busters Mobile Inc.'s web page at <http://dustbustersmobile.com/license-agreement.html/>

for the designated address and additional information.

### Notice.

Topo Smart Desing & Solutions LLC may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, or by written communication sent to your address as set forth in your Account. You may give notice to Topo Smart Desing & Solutions LLC by written communication to Dust Busters Mobile Inc.'s address at 15776 Spyness Hill Loop Gainesville, Virginia 20155-3237 USA.

### General.

You may not assign or transfer these Terms in whole or in part without Dust Busters Mobile Inc.'s prior written approval. You give your approval to Topo Smart Desing & Solutions LLC for it to assign or transfer these Terms in whole or in part, including to: (i) a subsidiary or affiliate; (ii) an acquirer of Dust Busters Mobile Inc.'s equity, business or assets; or (iii) a successor by merger. No joint venture, partnership, employment or agency relationship exists between you, Topo Smart Desing & Solutions LLC or any Third Party Provider as a result of the contract between you and Topo Smart Desing & Solutions LLC or use of the Services.

If any provision of these Terms is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that extent be deemed not to form part of these Terms but the legality, validity and enforceability of the other provisions in these Terms shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable provision or part thereof with a provision or part thereof that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable provision or part thereof, given the contents and purpose of these Terms. These Terms constitute the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter. In these Terms, the words "including" and "include" mean "including, but not limited to."



## USER PRIVACY STATEMENT

Effective Date: July 31th 2017

Topo Smart Desing & Solutions LLC.collects information about you when you use our mobile applications, websites, and other online products and services (collectively, the “Services”) and through other interactions and communications you have with us.

If you reside in USA, the Services are provided by Topo Smart Desing & Solutions LLC.and this Privacy Statement applies to information collected and used by Topo Smart Desing & Solutions LLC.

Topo Smart Desing & Solutions LLC.is referred to herein collectively as “Dust Busters Mobile Inc.” or “we”).

### Scope and Application

This Privacy Statement (“Statement”) applies to persons anywhere in the world who use our apps or Services to request transportation, delivery, or other on-demand services (“Users”). This Statement does not apply to information we collect from or about drivers, couriers, partner transportation companies, or any other persons who use the Topo Smart Desing & Solutions LLC.platform under license (collectively “the service provider”). If you interact with the Services as both a User and a Driver, the respective privacy statements apply to your different interactions.

### Collection of Information

#### Information You Provide to Us

We collect information you provide directly to us, such as when you create or modify your account, request on-demand services, contact customer support, or otherwise communicate with us. This information may include: name, email, phone number, postal address, profile picture, payment method, items requested (for delivery services), delivery notes, and other information you choose to provide.

#### Information We Collect Through Your Use of Our Services

When you use our Services, we collect information about you in the following general categories:

- **Location Information:** When you use the Services for car cleaning service, we collect precise location data about the service from the Topo Smart Desing & Solutions LLC.app used by the service provider. If you permit the Topo Smart Desing & Solutions LLC.app to access location services through the permission system used by your mobile operating system (“platform”), we may also collect the precise location of your device when the app is running in the foreground or background. We may also derive your approximate location from your IP address.
- **Contacts Information:** If you permit the Topo Smart Desing & Solutions LLC.app to access the address book on your device through the permission system used by your mobile platform, we may access and store names and contact information from your address book to facilitate social interactions through our Services and for other purposes described in this Statement or at the time of

consent or collection.

- **Transaction Information:** We collect transaction details related to your use of our Services, including the type of service requested, date and time the service was provided. Additionally, if someone uses your promo code, we may associate your name with that person.
- **Usage and Preference Information:** We collect information about how you and site visitors interact with our Services, preferences expressed, and settings chosen. In some cases we do this through the use of cookies, pixel tags, and similar technologies that create and maintain unique identifiers. To learn more about these technologies, please see our [Cookie Statement](#).
- **Device Information:** We may collect information about your mobile device, including, for example, the hardware model, operating system and version, software and file names and versions, preferred language, unique device identifier, advertising identifiers, serial number, device motion information, and mobile network information.
- **Call and SMS Data :** Our Services facilitate communications between Users and Drivers. In connection with facilitating this service, we receive call data, including the date and time of the call or SMS message, the parties' phone numbers, and the content of the SMS message.
- **Log Information:** When you interact with the Services, we collect server logs, which may include information like device IP address, access dates and times, app features or pages viewed, app crashes and other system activity, type of browser, and the third-party site or service you were using before interacting with our Services.

#### Important Information About Platform Permissions

Most mobile platforms (iOS, Android, etc.) have defined certain types of device data that apps cannot access without your consent. And these platforms have different permission systems for obtaining your consent. The iOS platform will alert you the first time the Topo Smart Desing & Solutions LLC.app wants permission to access certain types of data and will let you consent (or not consent) to that request. Android devices will notify you of the permissions that the Topo Smart Desing & Solutions LLC.app seeks before you first use the app, and your use of the app constitutes your consent. To learn about the platform-level permissions that the app seeks, please visit our new [iOS Permissions](#) page and [Android Permissions](#) page. Sometimes these permissions require more explanation than the platforms themselves provide, and the permissions we request will change over time, so we've created these pages to serve as authoritative and up-to-date resources for our users.

#### Information We Collect From Other Sources

We may also receive information from other sources and combine that with information we collect through our Services. For example:

- If you choose to link, create, or log in to your Topo Smart Desing & Solutions LLC.account with a payment provider (e.g., Google Wallet) or social media service (e.g., Facebook), or if you engage with a separate app or website that uses our API (or whose API we use), we may receive information about you or your connections from that site or app.
- If your employer uses one of our enterprise solutions, such as Topo Smart Desing & Solutions LLC.for Business, we may receive information about you from your employer.
- When you request on demand services, our service providers may provide us with a User rating

after providing services to you.

- If you also interact with our Services in another capacity, for instance as a service provider or user of other apps we provide, we may combine or associate that information with information we have collected from you in your capacity as a User or a service provider.

#### Use of Information

We may use the information we collect about you to:

- Provide, maintain, and improve our Services, including, for example, to facilitate payments, send receipts, provide products and services you request (and send related information), develop new features, provide customer support to Users and Service Providers, develop safety features, authenticate users, and send product updates and administrative messages;
- Perform internal operations, including, for example, to prevent fraud and abuse of our Services; to troubleshoot software bugs and operational problems; to conduct data analysis, testing, and research; and to monitor and analyze usage and activity trends;
- Send or facilitate communications (i) between you and a Service Provider, such as estimated times of arrival (ETAs), or (ii) between you and a contact of yours at your direction in connection with your use of certain features, such as referrals, invites, split fare requests, or ETA sharing;
- Send you communications we think will be of interest to you, including information about products, services, promotions, news, and events of Topo Smart Desing & Solutions LLC and other companies, where permissible and according to local applicable laws; and to process contest, sweepstake, or other promotion entries and fulfill any related awards;
- Personalize and improve the Services, including to provide or recommend features, content, social connections, referrals, and advertisements.

We may transfer the information described in this Statement to, and process and store it in, USA and other countries, some of which may have less protective data protection laws than the region in which you reside. Where this is the case, we will take appropriate measures to protect your personal information in accordance with this Statement.

#### Sharing of Information

We may share the information we collect about you as described in this Statement or as described at the time of collection or sharing, including as follows:

##### Through Our Services

We may share your information:

- With Service to enable them to provide the Services you request. For example, we share your name, photo (if you provide one), average User rating given by Service Providers, and address with Service Providers;
- With third parties to provide you a service you requested through a partnership or promotional offering made by a third party or us;

- With the general public if you submit content in a public forum, such as blog comments, social media posts, or other features of our Services that are viewable by the general public;
- With third parties with whom you choose to let us share information, for example other apps or websites that integrate with our API or Services, or those with an API or Service with which we integrate; and
- With your employer (or similar entity) and any necessary third parties engaged by us or your employer (e.g., an expense management service provider), if you participate in any of our enterprise solutions such as Topo Smart Desing & Solutions LLC.for Business.

#### Other Important Sharing

We may share your information:

- With Topo Smart Desing & Solutions LLC.subsidiaries and affiliated entities that provide services or conduct data processing on our behalf, or for data centralization;
- With vendors, consultants, marketing partners, and other service providers who need access to such information to carry out work on our behalf;
- In response to a request for information by a competent authority if we believe disclosure is in accordance with, or is otherwise required by, any applicable law, regulation, or legal process;
- With law enforcement officials, government authorities, or other third parties if we believe your actions are inconsistent with our User agreements, Terms of Service, or policies, or to protect the rights, property, or safety of Topo Smart Desing & Solutions LLC.or others;
- In connection with, or during negotiations of, any merger, sale of company assets, consolidation or restructuring, financing, or acquisition of all or a portion of our business by or into another company;
- If we otherwise notify you and you consent to the sharing; and
- In an aggregated and/or anonymized form which cannot reasonably be used to identify you.

#### Social Sharing Features

The Services may integrate with social sharing features and other related tools which let you share actions you take on our Services with other apps, sites, or media, and vice versa. Your use of such features enables the sharing of information with your friends or the public, depending on the settings you establish with the social sharing service. Please refer to the privacy policies of those social sharing services for more information about how they handle the data you provide to or share through them.

#### Analytics and Advertising Services Provided by Others

We may allow others to provide audience measurement and analytics services for us, to serve advertisements on our behalf across the Internet, and to track and report on the performance of those advertisements. These entities may use cookies, web beacons, SDKs, and other technologies to identify your device when you visit our site and use our Services, as well as when you visit other online sites and services.

## Your Choices

### Account Information

You may correct your account information at any time by logging into your online or in-app account. If you wish to delete your account, please log into your Topo Smart Desing & Solutions LLC.account at [www.dustbustersmobile.com](http://www.dustbustersmobile.com) or in the app, “Delete my Topo Smart Desing & Solutions LLC.Account” under the “Account and Payment” option. Please note that in some cases we may retain certain information about you as required by law, or for legitimate business purposes to the extent permitted by law. For instance, if you have a standing credit or debt on your account, or if we believe you have committed fraud or violated our Terms, we may seek to resolve the issue before deleting your information.

### Access Rights

Topo Smart Desing & Solutions LLC.will comply with individual’s requests regarding access, correction, and/or deletion of the personal data it stores in accordance with applicable law.

### Location Information

We request permission for our app’s collection of precise location from your device per the permission system used by your mobile operating system. If you initially permit the collection of this information, you can later disable it by changing the location settings on your mobile device. However, this will limit your ability to use certain features of our Services.

### Contact Information

We may also seek permission for our app’s collection and syncing of contact information from your device per the permission system used by your mobile operating system. If you initially permit the collection of this information, iOS users can later disable it by changing the contacts settings on your mobile device. The Android platform does not provide such a setting.

### Promotional Communications

You may opt out of receiving promotional messages from us by following the instructions in those messages. If you opt out, we may still send you non-promotional communications, such as those about your account, about Services you have requested, or our ongoing business relations.

### Your USA Privacy Rights

USA law permits residents of USA to request certain details about how their information is shared with third parties for direct marketing purposes. Topo Smart Desing & Solutions LLC.does not share your personally identifiable information with third parties for the third parties’ direct marketing purposes unless you provide us with consent to do so.

### Cookies and Advertising

Our Cookie Statement is below.

### Changes to the Privacy Statement

We may change this Statement from time to time. If we make significant changes in the way we treat your

personal information, or to the Statement, we will provide you notice through the Services or by some other means, such as email. Your continued use of the Services after such notice constitutes your consent to the changes. We encourage you to periodically review the Statement for the latest information on our privacy practices.

## Contact Us

If you have any questions about this Privacy Statement, please call us from +1- 647-782-9000, or write us at Topo Smart Desing & Solutions LLC.15776 Spyglass Hill Loop Gainesville, Virginia 20155-3237 USA.

## COOKIE STATEMENT

Effective Date: July 31th 2017

We and our affiliates, third parties, and other partners use cookies and other identification technologies on our websites, mobile applications, electronic communications, advertisements, and other online services (collectively, the "Services") for a number of purposes, including: authenticating users, remembering user preferences and settings, determining the popularity of content, delivering and measuring the effectiveness of advertising campaigns, analyzing site traffic and trends, and generally understanding the online behaviours and interests of people who interact with our Services. You can read more here about the types of cookies we use, why we use them, and how you can exercise your choices.

### Cookies Overview

Cookies are small text files that are stored on your browser or device by websites, apps, online media, and advertisements. There are different types of cookies. Cookies served by the entity that operates the domain you are visiting are called "first party cookies." So cookies served by Topo Smart Desing & Solutions LLC.while you are on [www.dustbustersmobile.com](http://www.dustbustersmobile.com) are first party cookies. Cookies served by companies that are not operating the domain you're visiting are called "third party cookies." So, we may allow Google to set a cookie on your browser while you visit [www.dustbustersmobile.com](http://www.dustbustersmobile.com), and that would be a third party cookie. Cookies may also endure for different periods of time. "Session Cookies" only last only as long as your browser is open. These are deleted automatically once you close your browser. Other cookies are "persistent cookies" meaning that they survive after your browser is closed. For example, they may recognize your device when you re-open your browser and browse the internet again.

### Other Identification Technologies

We call this a Cookie Statement, but the statement addresses cookies and other identification technologies we may use or permit on our Services. "Pixel tags" (also called beacons or pixels) are small blocks of code installed on (or called by) a webpage, app, or advertisement which can retrieve certain information about your device and browser, including for example: device type, operating system, browser type and version, website visited, time of visit, referring website, IP address, and other similar information, including the small text file (the cookie) that uniquely identifies the device. Pixels provide the means by

which third parties can set and read browser cookies from a domain that they do not themselves operate and collect information about visitors to that domain, typically with the permission of the domain owner. “Local storage” refers generally to other places on a browser or device where information can be stored by websites, ads, or third parties (such as HTML5 local storage and browser cache). “Software Development Kits” (also called SDKs) function like pixels and cookies, but operate in the mobile app context where pixels and cookies cannot always function. The primary app developer can install pieces of code (the SDK) from partners in the app, and thereby allow the partner to collect certain information about user interaction with the app and information about the user device and network information.

#### Your Choices

You have the right to choose whether or not to accept cookies. However, they are an important part of how our Services work, so you should be aware that if you choose to refuse or remove cookies, this could affect the availability and functionality of the Services.

Most web browsers are set to accept cookies by default. If you prefer, you can usually choose to set your browser to remove or reject browser cookies. To do so, please follow the instructions provided by your browser which are usually located within the "Help" or "Preferences" menu. Some third parties also provide the ability to refuse their cookies directly by clicking on an opt-out link, and we have indicated where this is possible in the table above.

Removing or rejecting browser cookies does not necessarily affect third-party flash cookies which may be used by us or our partners in connection with our Services. To delete or disable flash cookies please visit [this site](#) for more information. For further information about cookies, including how to see what cookies have been set on your device and how to manage and delete them, you can visit [www.allaboutcookies.org](http://www.allaboutcookies.org) and [www.youronlinechoices.eu](http://www.youronlinechoices.eu).

#### Types and Purposes of Cookies

The following table sets out the different categories of cookies that our Services use and why we use them. The lists of third party cookie providers are intended merely as illustrative not comprehensive.

Type of Cookie	Purpose	Who Serves (for example)
<b>Authentication Cookies</b>	These cookies (including local storage and similar technologies) tell us when you're logged in, so we can show you the appropriate experience and features such as your account information, trip history, and to edit your account settings.	<ul style="list-style-type: none"> <li>• Dust Busters Mobile Inc.</li> </ul>

<p><b>Security and site integrity cookies</b></p>	<p>We use these cookies to support or enable security features to help keep Topo Smart Desing &amp; Solutions LLC.safe and secure. For example, they enable us to remember when you are logged into a secure area of the Services and help protect your account from being accessed by anyone other than you.</p>	<ul style="list-style-type: none"> <li>• Dust Busters Mobile Inc.</li> </ul>
<p><b>Localization</b></p>	<p>These help Topo Smart Desing &amp; Solutions LLC.provide a localized experience. For example, we may store information in a cookie that is placed on your browser or device so you will see the site in your preferred language.</p>	<ul style="list-style-type: none"> <li>• Dust Busters Mobile Inc.</li> </ul>
<p><b>Site features and Services</b></p>	<p>These provide functionality that help us deliver products and Services. For example, cookies help you log in by pre-filling fields. We may also use cookies and similar technologies to help us provide you and others with social plugins and other customized content and experiences, such as making suggestions to you and others.</p>	<ul style="list-style-type: none"> <li>• Dust Busters Mobile Inc.</li> <li>• Facebook</li> <li>• Twitter</li> <li>• Google</li> </ul>
<p><b>Analytics and research</b></p>	<p>These are used to understand, improve, and research products and Services, including when you access the Topo Smart Desing &amp; Solutions LLC.website and related websites and apps from a computer or mobile device. For example, we may use cookies to understand how you are using site features, and segmenting audiences for feature testing. We</p>	<ul style="list-style-type: none"> <li>• Google</li> <li>• MixPanel</li> <li>• Optimizely</li> </ul>
	<p>and our partners may use these technologies and the information we receive to improve and understand how you use websites, apps, products, services and ads.</p>	



<p><b>Advertising</b></p>	<p>Things like cookies and pixels are used to deliver relevant ads, track ad campaign performance and efficiency. For example, we and our ad partners may rely on information gleaned through these cookies to serve you ads that may be interesting to you on other websites. Similarly, our partners may use a cookie, attribution service or another similar technology to determine whether we've served an ad and how it performed or provide us with information about how you interact with them. For more information about interest-based ads, or to opt out of having your web-browsing information used for behavioral advertising purposes, please visit <a href="http://www.aboutads.info/choices">www.aboutads.info/choices</a> if you are in the United States, or <a href="http://youonlinechoices.eu/">http://youonlinechoices.eu/</a> if you are outside the United States.</p>	<ul style="list-style-type: none"> <li>• Dust Busters Mobile Inc.</li> <li>• Google</li> <li>• Facebook</li> <li>• AOL</li> <li>• Microsoft</li> <li>• Yahoo</li> <li>• Drawbridge</li> <li>• Indeed</li> <li>• Recruitics</li> <li>• RocketFuel</li> <li>• Simplyhired</li> <li>• Twitter</li> <li>• Ziprecruiter</li> <li>• Mixpanel</li> <li>• HasOffers/Tune</li> <li>• Adjust</li> <li>• AdRoll</li> <li>• Quantcast</li> <li>• Kenshoo</li> </ul>
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**Contact Us**

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