



**Mass Shield Limited**

**NOZE IoT Smoke Detector and NOZE Application**

**Service Agreement**

**You are advised to read the following terms and conditions carefully. By purchasing/ installing/ activating the NOZE IoT Smoke Detector/ NOZE Application, allowing the installation/ activation of the NOZE IoT Smoke Detector/ NOZE Application, you are agreeing to be bound by the terms and conditions set out in this NOZE IoT Smoke Detector and NOZE Application Service Agreement (“Service Agreement”).**

**If you do not agree to the terms and conditions set out in this Service Agreement, do not install/ activate the NOZE IoT Smoke Detector and/or install/ use the NOZE Application.**

## **1 Products and Services**

### **1.1 Basic Subscription: NOZE Basic**

1.1.1 The Customer committed to a twelve (12) months' NOZE Basic Subscription Contract would obtain the right of use of a NOZE IoT Smoke Detector and a NOZE Application user account within the contract period, while NOZE holds the ownership of the NOZE IoT Smoke Detector and the NOZE Application user account.

1.1.2 The Customer committed to a twelve (12) months' NOZE Basic Subscription Contract would obtain the offsite warranty service of the NOZE IoT Smoke Detector within the contract period, while the terms and arrangement of the warranty service may update, change, terminate at any time without prior notice or reason. NOZE reserves the right of final decision.

1.1.3 If the Customer committed to a twelve (12) months' NOZE Basic Subscription Contract encounters a fire incident, the Customer can request a return of the used NOZE IoT Smoke



Detector in exchange for a new NOZE IoT Smoke Detector for free with a fire proof issued by the Hong Kong Government or certified authentic surveyor. If the Customer has not been activated or used the NOZE IoT Smoke Detector for an accumulated contract period of 5 years, the Customer can request a return of the NOZE IoT Smoke Detector in exchange for a new NOZE IoT Smoke Detector for free.

## **1.2 Upgraded Subscription: NOZE Pro**

1.2.1 The Customer committed to a twelve (12) months' NOZE Pro Subscription Contract would obtain the right of use of a NOZE IoT Smoke Detector, a 2kg fire extinguisher, a fire blanket in box and a NOZE Application user account within the contract period, while NOZE holds the ownership of the NOZE IoT Smoke Detector, the 2kg fire extinguisher, the fire blanket in box and the NOZE Application user account.

1.2.2 The Customer committed to a twelve (12) months' NOZE Pro Subscription Contract would obtain the offsite warranty service of the NOZE IoT Smoke Detector, the 2kg fire extinguisher, the fire blanket in box within the contract period, while the terms and arrangement of the warranty service may update, change, terminate at any time without prior notice or reason. NOZE reserves the right of final decision.

1.2.3 If the Customer committed to a twelve (12) months' NOZE Pro Subscription Contract encounters a fire incident, the Customer can request a return of the used NOZE IoT Smoke Detector/ 2kg fire extinguisher/ fire blanket in box in exchange for a new NOZE IoT Smoke Detector/ 2kg fire extinguisher/ fire blanket in box for free with a fire proof issued by the Hong Kong Government or certified authentic surveyor. If the Customer has not been activated or used the NOZE IoT Smoke Detector/ 2kg fire extinguisher/ fire blanket in box for an accumulated contract period of 5 years, the Customer can request a return of the NOZE IoT Smoke Detector/ 2kg fire extinguisher/ fire blanket in box in exchange for a new NOZE IoT Smoke Detector/ 2kg fire extinguisher/ fire blanket in box for free.

## **1.3 One-off Purchase of NOZE IoT Smoke Detector**



1.3.1 The option of one-off purchase is only available to the Customer committed to a twelve (12) months' NOZE Basic Subscription Contract or a twelve (12) months' NOZE Basic Subscription Contract.

1.3.2 Customer purchased the NOZE IoT Smoke Detector would obtain the ownership of the NOZE IoT Smoke Detector and a 1-year offsite warranty service of the NOZE IoT Smoke Detector, while the terms and arrangement of the warranty service may update, change, terminate at any time without prior notice or reason. NOZE reserves the right of final decision.

## **2 Customer's Obligations**

2.1 The Customer committed to a twelve (12) months' NOZE Basic Subscription Contract will be charged a monthly service fee of HKD \$150 and is required to return the NOZE IoT Smoke Detector within 60 days after the contract period. The Customer committed to a twelve (12) months' NOZE Pro Subscription Contract will be charged a monthly service fee of HKD \$200 and is required to return the NOZE IoT Smoke Detector, the 2kg fire extinguisher and the fire blanket in box within 60 days after the contract period. The Customer purchased the NOZE IoT Smoke Detector at an one-off manner will be charged an one-off fee of HKD \$650.

2.2 The NOZE IoT Smoke Detector or other related equipment provided by NOZE will be lent to the Customer who is committed to a monthly subscription contract. The Customer further agrees that said equipment shall not be lent or transferred to any third party and that the Customer shall not forfeit or otherwise give up possession and custody of the said equipment, unless the Customer obtains prior specific written authorization from NOZE. The Customer shall at all times use the said equipment with due care and in a proper manner.

2.3 The Customer shall use the NOZE services in accordance with this Service Agreement as they may be updated from time to time.

2.4 The Customer shall provide true, accurate, up-to-date and complete personally identifiable information as required.



2.5 The Customer shall notify NOZE of any changes in the personal information by phone or in writing.

2.6 Upon the expiry of the Contract Period, of the Customer committed to a twelve (12) months' NOZE Basic Subscription Contract or a twelve (12) months' NOZE Pro Subscription Contract, the Subscription Contract will automatically renew for another twelve (12) months. Pricing of the Subscription Contract will be set according to the latest pricing information available on NOZE's website.

2.7 If the Customer intended to cancel the automatic renewal of the Subscription Contract upon the expiry of the existing Contract Period, the Customer should submit the printed application form at least thirty (30) days before the end of the existing contract period. The application form and details can be obtained by contacting the NOZE Customer Service Representative or refer to the information posted on NOZE's website.

2.8 The service period of NOZE Subscription is the 365 days after the successful purchase. Standard Monthly Fee will be charged from the service activation date.

2.9 Customer shall provide and ensure its residential environment, or the environment and settings of his designated location for installation of the NOZE IoT Smoke Detector is suitable for such installation; Customer shall also contact the CS service of NOZE or its technical staff in advance, to make sure the Customer himself understands the installation requirements of the NOZE IoT Smoke Detector. If the NOZE IoT Smoke Detector's installation or activation fails in any circumstances, Customer shall be solely liable for all the effect and consequences.

2.10 If the Customer terminates the NOZE Services within the service period of the NOZE Subscription, the Customer will be subject to the Early Termination Fee as set forth in Clause 3.4. If the Customer terminates the NOZE Services within the service period of the NOZE Subscription as a result of moving to area without NOZE Services coverage, the Customer will be subject to the Early Termination Fee as set forth in Clause 3.5.

### **3 Suspension and Termination**



3.1 The Customer shall note that NOZE reserves the right to suspend the NOZE Services at any time without prior notice if the Customer fails to settle the invoice on time despite one warning having been given to the Customer through phone, email or written notice. If any outstanding amount owing remains unsettled by the Customer during the suspension of the NOZE Services, NOZE may terminate the provision of the services, and the Customer shall still be liable and to repay and settle all outstanding sums.

3.2 Termination of the NOZE Services does not affect the Customer's obligation to pay all amount due incurred for the use of the NOZE Services and the obligation to pay any other Fees and costs and other amount due incurred prior to termination.

3.3 Except Clause 3.1, the Customer may terminate the NOZE Services by giving written notice to NOZE at least thirty (30) days prior to the requested termination date. The application form and details can be obtained by contacting the NOZE Customer Service Representative or refer to the information posted on NOZE's website.

3.4 If the NOZE Service is terminated prior to the end of the Contract Period, the Customer will be subject to an Early Termination Fee as set forth herein below:

Early Termination Fee
Handling Charge = HKD \$680
and
Remaining Contract Period x Standard Monthly Fee

3.5 If the Customer terminates the NOZE Services as a result of relocating to a residential address in Hong Kong or any address (if applicable) without NOZE Services' coverage (remote areas), the Customer will be subject to an Early Termination Fee as set forth herein below:

Early Termination Fee
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Handling Charge = HKD \$680  
and  
(The premium (and/or gift) value (if applicable) per Contract Period) x Remaining Contract  
Period

E.g.: Premium (and/or gift) is worth HKD\$2400.00, the Contract Period is 24 months, 15  
remaining months of the Minimum Subscription Period, calculation is as follows:  
HKD\$2400.00/24 x 15 = HKD\$1500.00

Price of premium may vary. Price quoted by NOZE shall prevail.

3.6 In the event of termination of the NOZE Services, the Customer shall return the NOZE IoT Smoke Detector / 2kg Fire Extinguisher / Fire Blanket in Box which shall be in good usable condition (fair wear and tear excepted) to NOZE within 60 working days. If the Customer cannot return the NOZE IoT Smoke Detector / 2kg Fire Extinguisher / Fire Blanket within 60 days from the date of termination, the Customer acknowledges and agrees that the Equipment shall be deemed by NOZE to be lost, damaged beyond repair and/or destroyed and the Customer shall be liable to NOZE for all costs incurred by NOZE in the replacement thereof. The cost of replacement as set forth hereinbelow:

Replacement Cost of a NOZE IoT Smoke Detector = HKD \$680
Replacement Cost of a 2kg Fire Extinguisher = HKD \$240
Replacement Cost of a Fire Blanket in Box = HKD \$280

**4 Invoice and Billing**

4.1 The Customer subscribed to NOZE Services shall note that the Fee for the provision of the NOZE Services can be checked in the personal account on the NOZE website ([www.noze.tech](http://www.noze.tech)).



4.2 NOZE will bill the Customer annually by prepayment method and deliver the bill to the Customer's email account. The Customer may also log in to his designated personal account of NOZE through the NOZE website ([www.noze.tech](http://www.noze.tech)) and review the latest monthly electronic bill.

4.3 Any dispute on the NOZE Services or the Charges, or any dispute on the fees as stated on the bills can only be raised within thirty (30) days of the invoice day. NOZE will base on records of itself, its carriers, its network providers and/or any third-party provider of NOZE Services, which shall be the conclusive evidence, and has discretion and final decision which shall be binding upon the Customer.

## **5 Use of the NOZE Services**

5.1 When using the NOZE Services, Customer agrees and undertakes to strictly abide by the following usage rules:

- a) Comply with all relevant laws and regulations in force and the rules and guidelines updated by regulatory agencies from time to time;
- b) Ensure that Customer himself and/or any end user of the NOZE Services to abide by these Terms and Conditions, and also all related terms and conditions, and to be the ultimately responsible and liable for all acts, omissions and consequences when using such service;
- c) Use the services reasonably and appropriately;
- d) Provide all necessary information truthfully and correctly;
- e) The Customer shall not and not allow anyone or any occurrence of the following situations when using the services:
  - Involve or allow any act, omission or content that infringes the rights or intellectual property rights of third parties;



- Involve or allow any illegal, improper, obscene, indecent, immoral, defamatory, slanderous, fraudulent or dishonest use, misleading, discrimination, incitement to hatred, or incitement to rebellion, sedition or secession, or endangering public order or endangering national security, etc. behavior, action or content;
- Involve or allow hacking activities, cyber-attacks, interference, interruption or unauthorized login, use or access to any other third-party devices, equipment, facilities, systems, websites, web pages, data, information or content;
- Involve or allow any storage, use, upload or download of any tool or software for the collection, farming or perform data analytics of any address or IP address, any personal data, or any unauthorized data;
- Receive, copy, publish, distribute or disseminate, transmit or circulate, or make use of any illegal or unauthorized content;
- Receive, copy, publish, distribute or disseminate, transmit or circulate, make use of any commercial content or use the NOZE Services for any commercial purpose, Ponzi schemes or pyramid schemes;
- Any act of reselling, transferring or sublicensing third parties to use this service without consent of NOZE;
- Damage or interfere with the normal operation of the NOZE Services;
- Any act or behavior that can cause or subject the normal operation of the NOZE Services or any part thereof to be materially affected;
- Violation of any of these Terms and Conditions, or any terms of any related terms and conditions;
- NOZE has reason to believe that there exists any violation of these Terms and Conditions.

5.2 NOZE may suspend and/or terminate the NOZE Services without prior notice included but not limited to any one of the following reasons:

- If the Customer fails to pay any NOZE bill by the due date;
- If the Customer or any end user of the NOZE Services breaches any of these Terms and Conditions or any related terms and conditions;
- If the Customer or any end user (or in NOZE's reasonable opinion) abuses, inappropriately uses or illegally uses the NOZE Services, or violates any of the Terms and Conditions or any related terms and conditions and/or related regulatory requirements for the NOZE Services;



- If the Customer provides false or incorrect information, including but not limited to any personal data;
- If NOZE is unable to (where relevant) supply or provide the NOZE Services for any reason whatsoever, including but not limited to any act or omission of any third party provider; or
- System maintenance, upgrading, testing and/or repairing.

5.3 Customer agrees and undertakes that: (i) for any act, negligence, omission, breach or non-compliance of any of these Terms or Conditions due to the Customer or any end user of the service or through the Customer; and/or (ii) any violation of any relevant laws and regulations, regulatory agency's policies or regulations, or violation of any administrative authorities' regulations or guidelines; and/or (iii) any actual or potential infringement of patents, copyrights, trademarks or any intellectual property rights, proprietary rights or trade secrets, or any actual or potential tortious act or misappropriation against any person attributable to the above circumstances or the usage of the NOZE Services, or relating to the NOZE Services, or through the use of the NOZE Services, the Customer shall be ultimately responsible for such breach, infringement, occurrence and all associated legal liabilities; if any loss of NOZE or any third party, or any demand, request, proceedings, litigation, petition, damages, compensation, liability, loss and expenses (including but not limited to any reasonable attorney fees) are caused or attributed, Customer agrees and undertakes to bear all the responsibility and liabilities that he shall indemnify any losses and related fees, expenses, debts, losses, claims, and related costs caused or attributable to NOZE and all its related personnel and entities, and render NOZE to be free from any injury, harm or damages. This clause shall survive any expiry or termination of this Agreement, any related additional supplementary agreements, any related services, or any expiry or termination of any related terms and conditions.

## **6 Maintenance and Configuration**

6.1 NOZE does not provide any onsite Maintenance and Configuration service. Offsite Maintenance and configuration service only applies to Customers who are committed to a monthly subscription contract or purchased the NOZE IoT Smoke Detector, in which the device is still in an active warranty period. The Customer should check the full Maintenance and Configuration information at NOZE's website.



6.2 The Customer shall agree and permit all directions as may be given by NOZE from time to time in relation to the settings or configuration of any Equipment or equipment in the installation address or any other place under the Customer's control or take such other action as necessary to eliminate any interference, impediment or impairment to the NOZE Services.

6.3 The Customer agrees and undertakes that he shall ensure that NOZE, its representatives and agents have safe access to the installation address at all reasonable times to install, inspect, maintain, repair, remove or recover the Equipment or to do anything that is reasonably necessary for the provision of NOZE Services under this Agreement.

## **7 Limited Liability and Limited Warranty**

7.1 To the greatest extent permitted by law, NOZE denies and disclaims any statements, representations, warranties or liability (whether it is express, implied or interpreted or otherwise, including but not limited to property rights or usage rights, etc.): (i) the continuous and uninterrupted, timely, secure, error-free, particular or independent use of the NOZE Services; (ii) any content or information provided, published, distributed, searched or obtained through this service or the results that may be obtained from the use of the NOZE Services will be accurate, reliable or will meet the user's expectation. NOZE exercises no control and shall not be responsible for any liability whatsoever over the content transmitting through the NOZE Services; (iii) Any services provided by third-party service provider related to this service; (iv) any modification, damage or loss of data, software and/or hardware pre-installed in the Customer's mobile phone or device; (v) any direct or indirect loss or damage, loss of revenue, profit or any consequential loss whether of economic nature or otherwise or any such related claim, or any such loss the Customer or any third party may suffer as a result of error, disruption and/or computer virus introduced or intercepted into the Customer's computer system or device, or any loss or damage attributable to the upload or download or use of any information, data, text, graphics, video or audio clips in relation to the NOZE Services (including but not limited to any damage or loss of computer equipment or other equipment, whether in hardware or software, or any infection from virus or Trojan); (vi) any claim for the disruption or suspension of the Customer's computer or device or any part thereof; (vii) any claim, loss or damage which is attributable to a Force Majeure event; and/or (viii) any disputes, requests, claims, litigation, petitions, damages, liabilities, losses or infringements, or anything in relation to the disclaimed scope as mentioned in this Clause 7, in



particular related to (i) to (vii) above, and especially including any infringements, disputes and/or claims relating to intellectual property rights' matters.

7.2 For the any services and/or any relevant services (including but not limited to the NOZE Services) offered pursuant to these Terms and Conditions by NOZE and/or third party supplier, the Customer acknowledges and agrees that there is no linkage or relationship between NOZE and such third party suppliers except as expressly stated herein, and NOZE accepts no such liability whatsoever in relation to third party suppliers.

7.3 . The Customer acknowledges and agrees that the Customer will be solely responsible and liable for any issues or consequences arising from or attributable to the usage by the end user or Customer, or any misuse, abuse or violations of any of these Terms and Conditions, or any problems or consequences attributable to the aforementioned.

7.4 To the greatest extent permitted by law, except as the limited warranties expressly stated in these Terms and Conditions, NOZE makes no warranties, representation nor undertaking of any kind in relation to the NOZE Services, whether expressed, implied, construed or otherwise, including without limitation to the quality, reliability, usability, merchantability, safety, fitness for any general or particular purpose, legality, title or ownership, legitimacy and non-infringement of any intellectual property rights or any third party rights, the accuracy and truthfulness of any content, standard of goods and services, goodwill and credibility of any third party supplier, etc. NOZE accepts no liability whatsoever in relation to the aforementioned, in particular does not accept any liability in relation to accuracy or completeness of any data or information obtained via the NOZE Services. NOZE shall not in any way be held liable for any direct or indirect losses, including but not limited to any loss of data, information or otherwise arising out of such delay, failure or error in transmission or delivery, interruption, disconnection, interruption or suspension, whether in audio, visual or otherwise.

7.5 The Customer fully understands and accepts that the NOZE Services will fail, be interrupted, delayed or suspended in circumstances of power failure or interruption, or for any other instances that are beyond NOZE's reasonable control, which might cause or relate to any loss or damage (whether direct or indirect in nature), and for which NOZE shall not be responsible for such circumstances. NOZE shall not be responsible and shall accept no liability whatsoever for any loss of data, revenue, income, actual or contingent profit, or any loss of business, and shall not be liable for any indirect, incidental, special, punitive or consequential damage or loss of any kind. NOZE



will in any such case resume the provision of the NOZE Services as quickly as reasonably practicable. To the maximum extent permitted by law, the total aggregate liability of NOZE to the Customer under this Agreement and any related supplementary agreements shall not exceed the total amount actually paid by the Customer under any circumstances.

7.6 NOZE reserves the right at all times to suspend all or any of the NOZE Services without notice whether or not to carry out system maintenance, upgrading, testing and/or repairs or otherwise as it deems appropriate. No credit, refund nor compensation is available when all or any of the NOZE Services is down or suspended in any manner whatsoever.

7.7 The Customer agrees to keep the PIN and/or Password confidential and be responsible for any and all use of the NOZE Services using the Customer's PIN and/or Password, if applicable. If the Customer believes that his/her PIN or Password has been lost or stolen, the Customer shall immediately notify NOZE and the Customer shall be liable for all Charges and cost incurred until the NOZE Services is being suspended by NOZE.

## **8 Minimum System Requirement**

8.1 When using the NOZE Service, the Customer is required to access the NOZE Application via a mobile device which support the installation, activation and operation of the specific Android or IOS versions, with active data or WiFi network. Unless otherwise expressly agreed in writing by NOZE, NOZE specifically disclaim any representation, warranty or undertaking in respect of the network performance and reliability, whether express or implied or otherwise. NOZE shall not in any way be held liable for any direct or indirect losses, including but not limited to any loss of data, information or otherwise arising out of such delay, failure or error in transmission or delivery, interruption, disconnection, interruption or suspension, whether in audio, visual or otherwise due to the unfulfilled, insufficient or malfunction of the minimum system requirement.

## **9 Force Majeure**



9.1 Notwithstanding any other provision of these Terms and Conditions, NOZE and/or any relevant third party service provider shall not be liable for any situation beyond its reasonable control without its own fault or negligence, failure or delay to fulfill an obligation, or prevented from performance under these Terms and Conditions, or any loss and damages attributable to such, if such a performance is delayed, prevented, restricted or interfered with for any reason as a result of a Force Majeure event or any natural disaster.

9.2 For the purposes of these Terms and Conditions, the term "Force Majeure" means anything outside the reasonable control of NOZE including, without limitation, industrial disputes of any kind, war declared or undeclared, blockade, lockdown or embargo, disturbance or riot, any natural disaster (such as lightning, earthquake, storm, flood, explosion or meteor), any power, legal measure or any law enforcement exercised by a government agency, any change in any applicable law, inability or delay in granting governmental or other approvals, consents, permits, licenses or permits, or telecommunication network outage or degradation which NOZE cannot reasonably control.

## **10 Governing Law**

10.1 If at any time one or more provisions is or become(s) illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, the legality, validity and enforceability of the remaining provisions shall not be affected in any way, and shall remain in full force and effect. And the legality, validity or enforceability of such affected provisions shall not be affected under the laws of other jurisdictions.

10.2 These Terms and Conditions, including the existence, validity, interpretation, performance, signature, amendment, termination and dispute resolution, and anything in relation to hereof shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region. The Customer irrevocably and unconditionally agrees that any dispute, controversy, difference or claim arising out of or in connection with these Terms and Conditions shall be submitted to the exclusive jurisdiction of the courts of Hong Kong.

10.3 The Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the laws of Hong Kong) shall not be applicable to these Terms and Conditions.



10.4 In case of any discrepancies between the English and Chinese version of this Agreement or any related terms and conditions, the Chinese version shall prevail.

## **11 Personal Data**

11.1 The Customer has read, understood and agreed to the provisions in the General Personal Information Collection Statement and the Privacy Policy Statement (“Statements”) (Full version of the statements available at <http://www.noze.tech/privacy-policy>)

11.2 The above-mentioned Statements are made in accordance with the Personal Data (Privacy) Ordinance (Cap. 486 of the laws of Hong Kong) to inform the Customer the purposes of collecting Customer's information and expressly state that by continuing to use the NOZE Services the Customer has conclusively demonstrated to have accepted and consented expressly and irrevocably to the usage of such information by NOZE and the rights conferred to NOZE.

11.3 The Customer should, as soon as possible, notify NOZE of any change of address or any other particulars provided to NOZE which may affect the provision of the NOZE Services.

## **12 Special Meanings**

NOZE: A brand wholly-owned by Mass Shield Limited. Any natural or legal person who establishes an agreement with NOZE is equivalent to an agreement with Mass Shield Limited.

Customer committed to a Subscription Contract: Customer committed to a twelve (12) months' NOZE Basic Subscription Contract or a twelve (12) months' NOZE Pro Subscription Contract, regardless of the contract duration or the contract monthly fee amount.

Customer: Any natural or legal person who purchases a single NOZE smart smoke sensor or signs a NOZE Basic monthly plan contract or a NOZE Pro basic monthly plan contract, regardless of the contract duration or the contract monthly fee amount.



Our company: Mass Shield Limited, also known as NOZE in this Service Agreement.

NOZE application: A mobile application launched by NOZE and for customers to download and use to provide services and improve product functions.

NOZE IoT Smoke Detector: An IoT smoke sensor launched and used by the NOZE brand to provide services and improve product functions.

Remote areas: Covering Lantau Island, all frontier closed areas and all outlying islands. The list of remote areas is subject to our website. The list of remote areas will be changed from time to time without prior notice. NOZE reserves the right of interpretation.

## **13 Dispute**

12.1 NOZE reserves the right to the final decision on any dispute regarding these Terms and Conditions herein stated. All matters and disputes will be decided based on the records of NOZE's system as conclusive evidence.

## **14 Contact Information**

Contact Person: NOZE Customer Service Representative

Online Enquiry: [www.noze.tech](http://www.noze.tech)

Email: [support@noze.tech](mailto:support@noze.tech)

Address: Flat 5 G/F Block B, Hoplite Industrial Centre, No. 3-5 Wang Tai Road, Kowloon Bay, Kowloon