

Terms and Conditions for Use of the Mox app

You must read these terms along with our Personal Information Collection Statement, Privacy Policy (each of which can be found in the Mox app and/or on our website) and any other terms we may provide to you.

You agree to these legal terms by using the Mox app on your device.

1. The Mox app

- (a) The Mox app is for your personal use and provides you with access to our products and services. Those products and services are available at our discretion and subject to separate legal terms we will provide to you.
- (b) We are a Hong Kong bank, and only provide products and services via the Mox app to persons who reside in Hong Kong. We do not intend to distribute them to any persons, or for the Mox app to be used, in any country where it would breach Hong Kong law or any local law or regulations.
- (c) The Mox app is available to download for free from the App Store on one device owned by you which runs Apple's iOS or Google's Android operating system.
- (d) You'll need an active internet connection to download and use the Mox app.
- (e) You're responsible for any fees charged by your internet or mobile service provider relating to your use of the Mox app. If you're going overseas, you should check if your service provider will charge you any additional fees for using the Mox app overseas.
- (f) We may use your mobile phone number and/or email address you registered with us to send you SMS codes and any information relevant to your use of or access to the Mox app.

2. Registering a Device

- (a) Your device will be registered with us as soon as you download the Mox app, even if you haven't accepted our terms and conditions and we haven't yet approved the products or services you're applying for.
- (b) You can log in to the Mox app on your device by providing your passcode or using any biometric authentication method provided by your device provider (if activated on the Mox app), which we will use to verify your identity (along with any other relevant information or documents you provide us).
- (c) You can change your login settings or passcode at any time while signed in to the Mox app.
- (d) If you change your device, you'll have to re-register your new device and your old device will be automatically de-registered.

3. Protecting Your Device and the Mox app

To keep your device and the Mox app secure, you must:

- (a) use a passcode, biometric authentication method or other method provided by your device provider to access your device;
- (b) ensure only your biometrics are registered on the device;
- (c) not choose a Mox app passcode that contains numbers associated with you (such as your date of birth, telephone number or vehicle number plate) or the PINs for accessing other services (such as your wifi or email accounts);
- (d) not use face ID to access the Mox app if it may not be a secure or reliable way to authenticate your identity (e.g. if you have an identical twin sibling);
- (e) not share your Mox app passcode with any person, or write it down on your device or on anything usually kept with or near it. Any other person who uses your Mox app passcode to access the Mox app on your device will be able to act on your behalf and you will be responsible for anything they do;
- (f) change your device and Mox app passcodes regularly to prevent any unauthorised access to your device and the Mox app;
- (g) keep the device safe, secure and in your own custody. In particular, do not leave your device unattended while you are logged in to the Mox app; and
- (h) delete the Mox app and remove your Mox Card from the digital wallet before you sell, recycle, discard or permanently give your device away or when all your accounts with Mox are closed. You should also remove your Mox Card from the digital wallet when you give your device to someone else temporarily (for example, for repairs).

You must let us know if you find or believe that:

- (a) any other person knows your Mox app passcode or has managed to unlawfully access your Mox app;
- (b) your device has been compromised, lost or stolen; or
- (c) unauthorised transactions have been conducted over your accounts.

You will be liable for all losses if you have acted fraudulently, with gross negligence or have failed to inform us as soon as reasonably practicable after you find or believe that your Mox app passcode or device for accessing the Mox app has been compromised, lost or stolen, or that unauthorised transactions have been conducted over your accounts, including if you have failed to follow the safeguards and or meet your obligations set out in this clause 3 and your failure has caused the loss.

For additional security, we recommend:

- (a) protecting your device from malware by being wary of suspicious emails and hyperlinks and downloading only known or trusted software, setting strong passwords and keeping the operating system and software of your device up-to-date; and
- (b) enabling or installing remote wipe functionality (i.e. the ability to send a command to your device that will completely remove all the data stored on the device) on your device in case it is lost or stolen.

4. Mox app Updates

- (a) We may update the Mox app from time to time, including by making enhancements, adding new features or carrying out security updates.
- (b) Sometimes we may require you to update the Mox app before you continue using it.
- (c) You should:
 - (i) keep the operating system of your device up to date. We will notify you in advance before we stop supporting a version of an operating system and remind you to update your device's operating system; and
 - (ii) keep the Mox app up to date. Otherwise, certain features of the Mox app might not work as intended. If you can, we recommend turning on automatic app updates in your device settings.

5. Mox app Availability

- (a) The Mox app may be temporarily unavailable when we're conducting essential maintenance or system upgrades. We'll let you know when we plan to do so and for how long the Mox app will be unavailable (if at all).
- (b) The availability of the Mox app is dependent on the reliability and availability of third party service providers including software, network and other service providers that enable your access to the Mox app.
- (c) If any third party service is required for your use of the Mox app, you will comply with the terms of use applicable to that third party. For example, the Mox app uses Google Maps features and content and your use of such Google Maps features and content in the Mox app is subject to the Google Maps/Google Earth Additional Terms of Service at https://maps.google.com/help/terms_maps.html (including the Google Privacy Policy at <https://www.google.com/policies/privacy/>).
- (d) Mox is not a party to any contractual arrangements entered into between you and a third party unless Mox expressly specifies or agrees otherwise.

6. Hyperlinks

- (a) The Mox app may contain hyperlinks to third party websites or mobile applications.

- (b) Mox does not maintain or control any third party website or mobile application hyperlinked on the Mox app and is not responsible for them – the hyperlinks appear for information purposes and are for your convenience only.
- (c) Your access to and use of any third party website or mobile application is at your own risk and subject to the terms of that third party website or mobile application.

7. Third Party Contributions

- (a) The Mox app may contain materials and other contributions from third parties (including merchants and individuals).
- (b) The display of any materials and other contributions from a third party on the Mox app do not:
 - (i) constitute an endorsement by Mox of such materials and contributions (including any opinions expressed by the third party) – any opinions expressed by the third party are those of the third party and do not necessarily reflect the opinions of Mox; or
 - (ii) assert or imply Mox’s endorsement, recommendation, favouring, investigation, verification or monitoring of the third party or their products or services.
- (c) Please also note that all offers, products, services, presentations, classes, events or other related activities provided by a third party are subject to the Mox disclaimer on the Mox app and our website.

8. Using the Mox app Responsibly

- (a) The Mox app belongs to us and you must only use it for the purposes set out in these terms.
- (b) All content on the Mox app is the responsibility of the person from whom it originated. This means that you, and not us, are entirely responsible for all content that you upload or otherwise make available via the Mox app.
- (c) You must only install applications from the App Store or Google Play on your device on which you install the Mox app and not override the device’s operating system, e.g. by “jailbreaking” or “rooting” the device.
- (d) You must not install or launch the Mox app or digital wallet if your device contains any pirated, hacked, fake or unauthorised applications.
- (e) You must not act fraudulently or maliciously in relation to the Mox app or its features, including by reselling, copying, modifying, adversely effecting, reverse engineering or tampering with the Mox app in any way, or assist anyone else to do any of these things, unless you have been authorised to do so.
- (f) You must not use the Mox app in any unlawful manner or in contravention of any agreement with us.

- (g) Any information or document transmitted through the Mox app is subject to risks of delay, loss, diversion, alteration, corruption and other risks associated with hardware and software failure.

9. Switching on Certain Functions on Your Device

On the device you install the Mox app on, we may ask you to switch on certain functions, such as the camera function and location services, and to share your contacts list with us. This will allow you to enjoy certain functions on the Mox app. If you agree to turn on these functions, we may for example, track your geolocation and IP address when you make transactions. For security reasons, taking screenshots and video recording will not be available on the Mox app.

10. If You Suffer any Loss

We will not be responsible for any loss you suffer from any use of or access to the Mox app, or as a consequence of:

- (a) **not being able to use or access the Mox app or any services within the Mox app, unless your loss is caused by our negligence, fraud or wilful default;**
- (b) **issues with your device or network connection;**
- (c) **access or use of the Mox app by any other person who uses your passcode to access the Mox app on your device;**
- (d) **any information, goods or services provided via a third party website or mobile application which the Mox app provides a hyperlink to;**
- (e) **any third party's fraudulent or negligent actions; or**
- (f) **you not complying with your obligations under these terms.**

If any law requires us to be responsible for any of your loss, we will be responsible only to the extent of re-supplying the services via the Mox app or the cost of re-supplying those services.

11. If We Suffer any Loss

You will indemnify, hold harmless and defend us against any liabilities and costs suffered by us as a result of:

- (a) use of the Mox app; or
- (b) breach of these terms,

by you or any other person (where such person was able to use the Mox app using your logon credentials).

12. Suspending or Cancelling Access

We may suspend or cancel your access to the Mox app at our sole discretion, for example:

- (a) to protect our business;
- (b) to protect you or us from fraud or other loss;
- (c) if you have not used the Mox app in accordance with these terms; or
- (d) where we have reasonable grounds to believe that your use of the Mox app breaches the laws or regulations of Hong Kong or any other country.

If we do suspend or cancel your access, we'll usually give you advance notice with reasons for our decision. However, we're not required to give you any such notice or reasons.

13. We Own All Intellectual Property

- (a) All rights (such as copyright) in relation to the contents (such as trademarks, text, graphics, images, links and sounds) on the Mox app are owned by or licensed to Standard Chartered PLC or one of its subsidiaries (including Mox Bank Limited). Unless we have said otherwise, the contents of the Mox app may not be copied, modified, downloaded, distributed, published, reused, reposted, reverse engineered, decompiled or made any use of in any way without our prior written consent.
- (b) "Mox", "Standard Chartered", "Mox by Standard Chartered", the "Standard Chartered Logo" and all associated logos ("**Trade Marks**") are pending or registered trade marks of Standard Chartered PLC and are used under licence by Mox Bank Limited. You may not use the Trade Marks without prior written consent from Standard Chartered PLC or Mox Bank Limited.
- (c) You grant to Mox Bank Limited and our controlling entities a worldwide, royalty-free, perpetual, irrevocable, sub-licensable right and licence to use any information or materials which you submit to Mox using the Mox app for any purpose we deem appropriate, including, without limitation, the copying, modification, transmission, distribution and publication thereof, unless restricted by applicable law. You warrant and will ensure that any such information or material you submit to Mox does not infringe the rights of any third party.
- (d) Mox is not under any obligation of confidentiality to you regarding any such information or materials submitted to us while using the Mox app, unless required by law.

Last updated: 13 April 2021

Mox 應用程式使用條款及細則

您必須閱讀本條款，並須一併閱讀我們的個人資料收集聲明、私隱政策（分別可於 Mox 應用程式及/或我們的網站找到）及我們可能向您提供的任何其他條款。

您使用您裝置上的 Mox 應用程式即表示您同意以下法律條款。

1. Mox 應用程式

- (a) Mox 應用程式是供您個人使用，讓您可取用我們的產品及服務。我們可酌情決定是否提供這些產品及服務，而這些產品及服務受制於我們將另行向您提供的其他法律條款。
- (b) 我們是一所香港銀行，只透過 Mox 應用程式向居於香港的人士提供產品及服務。我們不擬向任何國家及其人士分發我們的產品或服務或提供使用 Mox 應用程式而構成違反香港法律或任何當地法律或法規。
- (c) 您可在應用程式商店免費下載 Mox 應用程式於一部由您擁有並使用 Apple 的 iOS 或 Google 的 Android 操作系統的裝置上。
- (d) 您需要有效地連線至互聯網，以下載及使用 Mox 應用程式。
- (e) 您須承擔您的互聯網或流動服務供應商就您使用 Mox 應用程式收取的任何費用。如您前往海外，您應檢查您的服務供應商會否就您在海外使用 Mox 應用程式收取任何額外費用。
- (f) 我們可使用您向我們登記的流動電話號碼及 / 或電郵地址向您發送短訊密碼及有關您使用或取用 Mox 應用程式的任何資料。

2. 登記裝置

- (a) 就算您尚未接受我們的條款及細則且我們尚未批准您現正申請的產品或服務，Mox 應用程式一經下載，我們即會登記您的裝置。
- (b) 您可透過輸入您的密碼或使用您的裝置供應商提供的任何生物識別方法（如已於 Mox 應用程式啟用）登入 Mox 應用程式，我們將藉此（連同您向我們提供的任何其他相關資料或文件）核實您的身分。
- (c) 登入應用程式後，您可隨時更改您的登入設定或密碼。

- (d) 如您更換您的裝置，您將需要重新登記您的新裝置，而您的舊裝置將被自動取消登記。

3. 保護您的裝置及 Mox 應用程式

為保障您的裝置及 Mox 應用程式安全，您必須：

- (a) 使用密碼、您的裝置供應商提供的生物識別方法或其他方法以取用您的裝置；
- (b) 確保裝置上只登記您的生物特徵；
- (c) 不選用包含與您相關的數字（例如您的出生日期、電話號碼或車牌號碼）或取用其他服務（例如您的 wifi 或電郵賬戶）的私人密碼，作為 Mox 應用程式的密碼；
- (d) 如面孔辨識功能不能安全或可靠地識別您的身分（例如您有雙胞胎兄弟姐妹），不使用面孔辨識功能取用 Mox 應用程式；
- (e) 不與任何人士分享您的 Mox 應用程式密碼，或在您的裝置上或與裝置通常一同保存或在其附近的任何物品記錄密碼。如任何其他人士使用您的 Mox 應用程式密碼取用您的裝置上的 Mox 應用程式，這些人士可代表您行事，而您須為他們的任何行為負責；
- (f) 定期更改您的裝置及 Mox 應用程式的密碼，以防止您的裝置及 Mox 應用程式遭未經授權取用；
- (g) 確保裝置安全、穩妥並由您自行保管。尤其，在您登入 Mox 應用程式期間，不要閒置您的裝置不作看管；及
- (h) 在出售、循環再用、丟棄或永久棄置您的裝置前，或在所有您的 Mox 戶口結束之時，刪除 Mox 應用程式，並從電子錢包移除您的 Mox 卡。如您暫時將您的裝置交給別人（例如作維修），亦應移除您在電子錢包中的 Mox 卡。

如您得悉或相信發生以下情況，您必須通知我們：

- (a) 任何其他人士知悉您的 Mox 應用程式的密碼，或曾不合法地取用您的 Mox 應用程式；
- (b) 您的裝置被入侵、遺失或被盜竊；或
- (c) 有未經授權交易透過您的戶口進行。

如您的行為涉及欺詐或嚴重疏忽，或您未有就得悉或相信您的 Mox 應用程式的密碼或以取用 Mox 應用程式的裝置被被入侵、遺失或被盜竊或有未經授權交易透過您的戶口進行而合理可行地盡快通知我們，則您須為所有損失負責，包括因您未有遵守第 3 條所載措施及 / 或您的責任而引致的損失。

為加強保安，我們建議：

- (a) 提防可疑電郵及超連結，並只下載已知或可信賴的軟件、設定強效密碼及保持您裝置的操作系統及軟件為最新版本，以保護您的裝置不受惡意軟件侵擾；及
- (b) 在您的裝置上啟動或安裝遠端移除功能（即可向您的裝置發出指令，以完全移除儲存於您的裝置的所有資料），以防萬一您的裝置遺失或被盜竊。

4. 更新 Mox 應用程式

- (a) 我們可不時更新 Mox 應用程式，包括作出改善、增加新功能或進行保安套件更新。
- (b) 我們有時可能會要求您在繼續使用 Mox 應用程式前更新 Mox 應用程式。
- (c) 您應該：
 - (i) 保持您裝置的操作系統為最新版本。我們會在停止支援一個操作系統版本前預先通知您，並提醒您更新您裝置的操作系統；及
 - (ii) 保持 Mox 應用程式為最新版本，否則 Mox 應用程式的某些功能可能無法按預期運作。如可行，我們建議您開啟您裝置設定中的自動應用程式更新功能。

5. Mox 應用程式的可用性

- (a) 當我們進行必要的維修或系統更新，Mox 應用程式可能暫時無法使用。我們如有計劃會就此向您發出通知，並告知您 Mox 應用程式的停用時間（如需停用）。
- (b) Mox 應用程式是否可用視乎第三方服務供應商（包括讓您取用 Mox 應用程式的軟件、網絡及其他服務供應商）的可靠性及可用性。
- (c) 如您使用 Mox 應用程式需要任何第三方服務，您須遵守適用於該第三方的使用條款。例如，Mox 應用程式使用 Google 地圖功能及內容，您在 Mox 應用程式使用該等 Google 地圖功能及內容便須遵守 Google 地圖/Google 地球附加服務條

款，載於 https://maps.google.com/help/terms_maps.html (包括 Google 私隱權政策，載於 <https://www.google.com/policies/privacy/>)。

- (d) 除 Mox 明確指明或另行同意外，Mox 並非您與第三方訂立的任何合約安排的一方。

6. 超連結

- (a) Mox 應用程式可能包含至第三方網站或流動應用程式的超連結。
- (b) Mox 並無維持或控制在 Mox 應用程式上有超連結的任何第三方網站或流動應用程式，並且概不就此負責 – 超連結僅為方便您作參考用途而顯示。
- (c) 您接入及使用任何第三方網站或流動應用程式須自行承擔風險，並須遵守該第三方網站或流動應用程式的條款。

7. 第三方提供材料

- (a) Mox 應用程式可能載有第三方 (包括商戶及個人) 提供的材料及其他內容。
- (b) 在 Mox 應用程式上展示任何來自第三方的材料及其他內容並不：
 - (i) 構成 Mox 對該等材料及內容 (包括該第三方表達的任何意見) 的認可 – 該第三方表達的任何意見僅為該第三方的意見，不一定反映 Mox 的意見；或
 - (ii) 聲稱或暗示 Mox 認可、推薦、同意、曾調查、核實或監控該第三方或其產品或服務。
- (c) 亦請注意，所有由第三方提供的要約、產品、服務、展示、課堂、公開活動或其他相關活動均受 Mox 應用程式及我們的網站內的 Mox 免責聲明規限。

8. 負責任地使用 Mox 應用程式

- (a) Mox 應用程式屬我們所有，您只能使用 Mox 應用程式作本條款所載的用途。
- (b) Mox 應用程式的所有內容均由其撰寫人負責。這表示您本人 (而不是我們) 須就您透過 Mox 應用程式上載或取得的所有內容負上全部責任。
- (c) 在安裝 Mox 應用程式的裝置上，您只可安裝來自 App Store 或 Google Play 的應用程式，並不得改動裝置的操作系統，例如將裝置「越獄」或「破解」。

- (d) 如您的裝置包含任何盜版、破解版、假冒或未經授權的應用程式，您不得安裝或啟動 Mox 應用程式或電子錢包。
- (e) 您不得就 Mox 應用程式或其功能作出欺詐或惡意行為，包括轉售、複製、修改、不利地影響、還原或以任何方式篡改 Mox 應用程式，或協助他人作出上述任何事情，惟您已獲授權的情況則除外。
- (f) 您不得使用 Mox 應用程式作任何不合法或違反與我們之間的任何協議的用途。
- (g) 透過 Mox 應用程式傳送的任何資訊或文件附帶延誤、遺失、轉移、改動、損壞等風險，及與硬件及軟件故障相關的其他風險。

9. 開啟您裝置的某些功能

我們可能要求您開啟您安裝 Mox 應用程式的裝置上的某些功能，例如相機功能及定位服務，以及與我們分享您的通訊錄。此舉可讓您享用 Mox 應用程式的某些功能。如您同意開啟這些功能，舉例而言，我們可以追蹤您進行交易時的所在位置及 IP 地址。基於保安理由，Mox 應用程式不容許屏幕畫面截圖及錄像。

10. 如您蒙受任何損失

就因任何使用或取用 Mox 應用程式，或以下原因而引致您蒙受的任何損失，我們概不負責：

- (a) **未能使用或取用 Mox 應用程式或 Mox 應用程式內的任何服務，惟由我們的疏忽、欺詐行為或故意失責而造成您的損失則除外；**
- (b) **您的裝置或網絡連線的問題；**
- (c) **如有任何其他人士使用您的密碼取用您裝置上的 Mox 應用程式，這些人士取用或使用 Mox 應用程式；**
- (d) **如透過 Mox 應用程式提供超連結至第三方網站或流動應用程式，這些網站或流動應用程式提供的任何資料、產品或服務；**
- (e) **任何第三方的欺詐或疏忽行為；或**
- (f) **您未有履行您在本條款項下的責任。**

如任何法律規定我們須就您的任何損失負責，我們僅須負責透過 Mox 應用程式重新提供服務或重新提供這些服務的成本。

11. 如我們蒙受任何損失

就以下原因而引致我們蒙受任何責任及費用，您同意向我們作出彌償，使我們獲得彌償，並為我們作辯護：

- (a) 使用 Mox 應用程式；或
- (b) 違反本條款，

而以上行為由您或任何其他人士（而這名人士能以您的登入憑證使用 Mox 應用程式）作出。

12. 暫停或取消取用權

我們可全權酌情決定暫停或取消您的 Mox 應用程式取用權，例如：

- (a) 以保護我們的業務；
- (b) 以保護您或我們免受欺詐或其他損失；
- (c) 如您並無根據本條款使用 Mox 應用程式；或
- (d) 如我們有合理理由相信您使用 Mox 應用程式違反香港或任何其他國家的法律或法規。

如我們暫停或取消您的取用權，我們通常會給予您事先通知，並說明我們作此決定的理由。然而，我們並非必須給予您任何通知或理由。

13. 我們擁有所有知識產權

- (a) 與 Mox 應用程式內容（例如商標、文本、圖像、影像、連結及聲音）有關的所有權利（例如版權）均由 Standard Chartered PLC 或其一家附屬公司（包括 Mox Bank Limited）所有或獲授權特許使用。除非我們另行指明，否則未經我們事先書面同意，Mox 應用程式內容一概不得複製、修改、下載、分發、公佈、重複使用、重複發布、還原、解構或以任何方式作任何用途。
- (b) 「Mox」、「Standard Chartered」、「Mox by Standard Chartered」、「渣打商標」及所有關聯標誌（「商標」）均為 Standard Chartered PLC 的有待註冊或已註冊商標，並由 Mox Bank Limited 獲授權特許使用。未經 Standard Chartered PLC 或 Mox Bank Limited 事先書面同意，您不可使用商標。

- (c) 您授予 Mox Bank Limited 及我們的控權實體全球性、免版權使用費、永久、不可撤銷及可轉授的權利及特許使用權，以使用您透過使用 Mox 應用程式提交予 Mox 的任何資料或材料，作我們認為合適的任何用途，包括但不限於複製、修改、傳輸、分發及公佈，惟受適用法律限制則除外。您保證並會確保提交予 Mox 的任何資料或材料概無侵犯任何第三方的權利。
- (d) 您使用 Mox 應用程式而提交的任何有關資料或材料，Mox 對您概無任何保密責任，惟法律規定則除外。

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