

Website Terms and Conditions

By using our website, you agree to these terms. Please read these terms together with our Personal Information Collection Statement, Privacy Policy and Cookie Policy (each of which can be found in the Mox app and/or on our website).

1. Who Are We?

- (a) We are Mox Bank Limited, i.e. “Mox” and we own <https://mox.com/> (the “**website**”). Mox is a licensed bank incorporated in Hong Kong, authorized under the Banking Ordinance and supervised by the Hong Kong Monetary Authority.
- (b) On this website you’ll find information on Mox, the products and services offered by us and links to other places. The information you’ll find here is for your general viewing only. This website doesn’t contain advice, so we recommend that you obtain professional advice as appropriate.

2. This Website Is for Hong Kong Users

- (a) Mox maintains this website from Hong Kong and it is directed at people in Hong Kong.
- (b) The material contained on this website may not be appropriate (or even available) for you to use outside Hong Kong. The materials may be restricted by laws in locations outside Hong Kong – you must find out about and observe those restrictions. This website is not intended for distribution to or use by anyone in any jurisdiction where distribution or use breaches any law.
- (c) Hong Kong law applies to these terms and disputes will be settled exclusively by Hong Kong courts.

3. Mox Products and Services

- (a) The material on this website is not an offer, recommendation or solicitation by Mox to provide you any products or services.
- (b) Mox can decide who will receive our products and services. Our products and services have their own specific terms (and fees and charges) which will apply to you in addition to these terms if you choose to use any such products or services we offer to you.

4. Hyperlinks

- (a) This website 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 this website 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.
- (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.

5. Third Party Contributions

- (a) This website 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 this website 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 such 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 this website.

6. We May Send You Emails

Emails sent to or from Mox may not be secure. We aren’t responsible for any damage that may occur from emails you send to us, or emails we send to you following your request.

7. Downloads

- (a) We don’t guarantee that this website will always be available, that it will meet your requirements or that it will not cause damage to your computer system (for example, by a computer virus or other contaminating or destructive properties).
- (b) You are responsible for protecting and backing up data and your computer system. We recommend that you scan for computer viruses and other destructive properties.
- (c) Mox is not responsible for the accuracy or performance of any third party software that may be used in connection with this website.

8. Disclaimer

- (a) Information and materials provided on this website are provided “as is” without any warranty. For example, we don’t provide any warranties as to non-

infringement, security, accuracy, fitness for a purpose or freedom from computer viruses.

- (b) Mox is not liable for any loss or damage arising from your use of this website. This includes any loss, damage or expense arising from any defect, error, fault, mistake or inaccuracy with this website, its contents (including contents from third parties), or due to any unavailability of this website or any of its contents.

9. Personal Data

We will handle your personal data collected from this website in accordance with Mox's Personal Information Collection Statement ("**PICS**") (which can be found in the Mox app and/or on our website). Our PICS may be amended or replaced from time to time – so we recommend that you check for any updates.

10. Indemnity

You agree to indemnify and keep Mox indemnified against any action, liability, cost, claim, loss, damage, proceeding or expense (including legal fees, costs and expenses on a full indemnity basis) suffered or incurred by Mox arising from or which relates to:

- (a) your access to and/or use of this website; and
- (b) any breach or non-observance of any of these terms by you.

11. 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 this website are owned by or licensed to Standard Chartered PLC or one of its subsidiaries (including Mox). Unless we have said otherwise, the contents of this website 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 this website 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 this website, unless required by law.

12. This Website May Be Out of Date and Changed; and We May Restrict Your Access

- (a) The content on this website may be out of date. We are not required to update it.
- (b) We may terminate or restrict your access to this website at any time without cause, liability or notice.
- (c) Mox may change any information or materials contained on this website (including these terms) without prior warning or notice. Your use of the website is your consent and acceptance to any changes made to these terms.
- (d) The English prevails if there is any inconsistency between the English and Chinese versions of these terms.

Last updated: 13 April 2021

網站條款及細則

您使用我們的網站即表示您同意本條款。閱讀本條款時，請一併閱讀我們的個人資料收集聲明、私隱政策及 Cookie 政策（分別可於 Mox 應用程式及/或我們的網站找到）。

1. 關於我們

- (a) 我們是 Mox Bank Limited，即「Mox」，並擁有 <https://mox.com/zh/>（「網站」）。Mox 是香港註冊成立的持牌銀行，根據《銀行業條例》獲認可，並受香港金融管理局監管。
- (b) 您可在本網站中找到 Mox 的資料、我們提供的產品及服務及連結至其他網站。本網站的資料只供一般瀏覽，並不包含意見。我們建議您尋求適當的專業意見。

2. 本網站為香港用戶而設

- (a) Mox 在香港營運本網站，目標用戶為在香港的人士。
- (b) 本網站包含的材料未必適合香港以外地區使用（甚至未必能在香港以外地區取閱）。有關材料可能受香港以外地區的法律所限制 – 您必須瞭解並遵守這些限制。任何人士如在任何司法管轄區內分發或使用本網站屬違法，即不可使用本網站。
- (c) 本條款受制於香港法律，任何爭議一概由香港法院解決。

3. Mox 的產品及服務

- (a) 本網站的材料並非 Mox 向您作出要約、推薦或招攬，以提供任何產品或服務。
- (b) Mox 可決定向誰提供我們的產品及服務。我們產品及服務受制於各自的特定條款（以及費用及收費）。如您選用我們提供的任何產品或服務，除本條款外，您亦會受制於有關產品或服務的特定條款。

4. 超連結

- (a) 本網站可能包含至第三方網站或流動應用程式的超連結。
- (b) Mox 並無維持或控制在本網站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 – 超連結僅作參考用途及為方便您而顯示。

- (c) Mox 提供超連結至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。
- (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。

5. 第三方提供材料

- (a) 本網站可能載有第三方（包括商戶及個人）提供的材料及其他內容。
- (b) 第三方在本網站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 應用程式及本網站內的 Mox 免責聲明規限。

6. 我們可向您發出電郵

發往 Mox 或由 Mox 發出的電郵未必安全。就因您向我們發出的電郵或我們應您要求向您發出的電郵所引致的任何損害，我們概不負責。

7. 下載

- (a) 我們不保證本網站會一直供予使用、符合您的要求，或不會對您的電腦系統構成損害（例如電腦病毒或其他具污染或破壞性的數據）。
- (b) 您有責任保護及備份資料及您的電腦系統。我們建議您就電腦病毒及其他具破壞性的數據進行掃描。
- (c) 如因本網站而用上任何第三方軟件，Mox 概不負責這些第三方軟件的準確性或表現。

8. 免責聲明

- (a) 本網站的資料及材料是「按現狀」提供，而且不作任何保證。例如，我們不保證資料及材料無侵權、安全、準確、適用於特定用途或無電腦病毒。

- (b) 就您使用本網站所引致的任何損失或損害，Mox 概不負責。其中包括因本網站或其內容（包括來自第三方的內容）的任何缺失、錯誤、故障、失誤或不準確，或由於本網站或其任何內容無法取用，而引致的任何損失、損害或開支。

9. 個人資料

我們會根據 Mox 的個人資料收集聲明（可參閱 Mox 應用程式及/或我們的網站）處理從本網站收集到的您的個人資料。我們的個人資料收集聲明可能不時被修訂或取代 – 因此我們建議您檢查有否任何更新。

10. 彌償保證

就您以下事項或與此有關而引致 Mox 可能蒙受或招致的任何法律行動、責任、成本、索償、損失、損害、法律程序或開支（包括按完全彌償基準計算的法律費用、成本及開支），您同意向 Mox 作出彌償，並使 Mox 獲得彌償：

- (a) 取用及 / 或使用本網站；及
- (b) 違反或不遵守本條款中的任何條款。

11. 所有知識產權屬我們所有

- (a) 與本網站內容（例如商標、文字、圖形、圖像、連結及聲音）有關的所有權利（例如版權）均屬 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，本網站內容一概不得複製、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。
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- (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，以使用您透過使用本網站提交予 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) 您使用本網站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。

12. 本網站可能過時及被修改；我們亦可限制您取用本網站

- (a) 本網站的內容可能過時。我們並無義務保持更新本網站。
- (b) 我們可隨時終止或限制您取用本網站，而無須給予理由、承擔責任或給予通知。
- (c) Mox 可更改本網站包含的任何資料或材料（包括本條款），而無須事先警告或通知。使用本網站即表示您同意及接受本條款的任何更改。
- (d) 本條款的英文與中文版本如有任何不一致，概以英文版本為準。

最近更新日期：2021年4月13日