

## General Terms and Conditions

---

### 1. Application

- (a) These legal terms are between you and Mox (“**Mox**”, “**we**”, “**us**” or “**our**”) and you agree to and are bound by them by opening and maintaining an account with Mox and using any of our products or services.
- (b) “**These terms**” consist of:
  - (i) any terms, information or documents we provide to you or you submit to us in connection with your application for any account, product or service (“**Application Documents**”);
  - (ii) in respect of any account, product or service, the relevant set of terms or documents issued by us, and all agreements, consents or confirmations accepted by us and/or you governing the relevant account, product or service (including any terms and conditions relating to fees and charges) (“**Additional Terms**”); and
  - (iii) this document (including each schedule to it).
- (c) **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 provide to you, carefully to make sure that you understand them and the consequences of agreeing to be bound by them. We recommend that you obtain independent legal, financial and tax advice with respect to these terms.**
- (d) If there is any inconsistency between the different documents comprising these terms, preference will be applied in the following order (subject to the application of any mandatory provisions of any applicable laws and regulations):
  - (i) Application Documents;
  - (ii) Additional Terms; and
  - (iii) these terms.
- (e) In these terms, “**Standard Chartered Group**” means each of or collectively Standard Chartered PLC and its subsidiaries and affiliates (including each branch or representative office). Mox is a member of the Standard Chartered Group.

---

### 2. Scope of Services

- (a) We may open and maintain accounts for you and offer you products and services in connection with any such accounts based on eligibility criteria, terms and through such means as we may specify.
- (b) We may:

- (i) introduce new accounts, products or services;
  - (ii) vary or suspend any existing accounts, products or services; and/or
  - (iii) close or withdraw any existing accounts, products or services.
- (c) You must follow our procedures and provide us with any information or documents we may reasonably require in connection with the opening, maintenance or closing of any account or the provision of products or services.
- (d) We ultimately reserve the right to accept or refuse any application or request you make for any account(s), product(s) or service(s) in our absolute discretion, without giving any reason.

---

### 3. Our Relationship With You

- (a) We are the debtor and you are the creditor with respect to any money you put into an account.
- (b) You act as principal and not as agent or nominee for any other person.
- (c) You do not and will not hold any money on behalf of any other person.
- (d) The accounts, products and services we provide to you are for your sole and exclusive use. You will not allow anyone else to use or access any account, product or service.
- (e) Any indication by you of your agreement to these terms by using the Mox app or such other electronic or execution means prescribed by us constitutes your electronic signature for the purposes of the Electronic Transactions Ordinance (Cap. 553 of the Laws of Hong Kong).

---

### 4. Your Instructions

- (a) If we reasonably believe an instruction is given or appears to be given by you (an “**Instruction**”), we may act and rely on it without being liable.
- (b) We will act on an Instruction as soon as reasonably practicable after we receive it but only if in our reasonable opinion, it is practicable and reasonable to do so.
- (c) We may specify or vary the form or means by which you may give us an Instruction.
- (d) Each Instruction you give us must be accurate and complete.
- (e) **You are bound by any Instruction as understood and executed by us in good faith even if:**
  - (i) **it is incorrect, false or unclear; or**
  - (ii) **it was not given or authorised by you.**

- (f) We may accept, refuse to execute or cancel any Instruction (or a part of any Instruction) without giving any reason. For example, we may delay acting or not act on an Instruction without prior notice to you:
  - (i) if, in our reasonable opinion, the Instruction is unclear;
  - (ii) if the Instruction is not given in a form or by such means acceptable to us;
  - (iii) if we are unable to act on the Instruction due to prevailing market conditions or any other reason beyond our reasonable control; or
  - (iv) if we believe or suspect the Instruction will result in a transaction which is illegal, fraudulent, dishonest or unauthorised or inconsistent with any market requirements or these terms. However, we need not determine or inquire into the purpose or legality of an Instruction.
- (g) We do not have to act on an Instruction to cancel or amend an earlier Instruction. We may have fully executed the Instruction already, have insufficient time or we may not be able to cancel or amend an unexecuted or partly executed Instruction for any other reason. In these circumstances, we are not liable for any loss or expense suffered or incurred by you arising from or in connection with our acting on the earlier Instruction.
- (h) You acknowledge and accept the risk of giving an Instruction to our Customer Care Team (tel: +852 2888 8228) staff as opposed to through the Mox app.

---

## 5. Statements

- (a) Your account transactions will be set out in a monthly statement covering the relevant period unless otherwise required or permitted by applicable laws or regulations.
- (b) **You can download statements from the Mox app, and save and print them for your records. We will let you know when a new statement is available.**
- (c) **If you would like to receive a paper statement, you can email us at [care@mox.com](mailto:care@mox.com) or call our contact centre (tel: +852 2888 8228). A fee applies.**
- (d) You must check each statement and let us know if you think it contains any errors.

If you think there is an error in any statement you must notify us with details of the error:

- (i) within 60 days from the statement date for errors regarding any transactions on Mox Credit or on your Mox Card conducted via the Mastercard network; or

- (ii) within 90 days from the statement date for errors regarding any other transactions.

If you don't do so:

- (iii) the statement will be regarded as correct, conclusive and binding on you; and
- (iv) you will have waived any right to raise any objection or pursue any remedies against us in relation to that statement,

unless the error arises from our negligence, fraud or wilful default, or that of our officers, employees or agents.

- (e) We are not required to issue you a statement for your account if no transaction has been recorded on your account since the previous statement.
- (f) You will only be able to access statements from the previous 7 years.

---

## 6. Fees, Charges and Interest

- (a) You must pay us the fees, charges or interest in respect of the accounts, products and services in accordance with our fee schedule, or as we may otherwise notify you.
- (b) We may collect fees, charges or interest from you in such manner and at such intervals as we may specify. We may vary the fees, charges or interest rates and the frequency of payment by notice. Any fees, charges or interest paid is not refundable unless we agree otherwise.
- (c) You are required to pay all costs and expenses reasonably incurred by us in connection with any account, product or service. These costs and expenses may include any applicable taxes, duties and levies payable in respect of your assets, and any expenses for preserving or enforcing our rights in connection with any account, product or service.
- (d) Where a negative interest rate applies to any currency, we may impose negative interest on any credit balance denominated in such currency under any account.
- (e) We are entitled to debit any of your accounts with all sums payable by you to us. Any delay in debiting does not constitute our waiver or affect our rights under these terms. If the debiting of an account would cause the account to be overdrawn, we may consider it as your request for an unauthorised overdraft. In such circumstances, you may be required to pay us:
  - (i) interest as shown in the Mox app; and
  - (ii) an arrangement fee for the overdraft or the increase.

---

## 7. Termination and Suspension

- (a) To close any of your accounts in the Mox app you will need to:
  - (i) provide notice to us (during the period from when you notify us to close your account until the actual date of its closure):
    - (A) transactions will continue to process on your account; and
    - (B) we may continue to contact you in connection with your account(s);
  - (ii) ensure the account balance is zero (we suggest that you withdraw your remaining account balance from an ATM or transfer it to another bank account);
  - (iii) pay us any amount you owe us and settle any unpaid transactions;
  - (iv) print out your statements for your records; and
  - (v) cancel or modify any arrangements set up or authorised by you (including automatic payment, direct debit, regular payment and other standing arrangements) with the relevant merchant or third party. We are not responsible for cancelling or transferring any such arrangements.
- (b) If you received any reward (whether in the form of cash or otherwise) in connection with any promotional offer related to account opening provided by us and you subsequently close your Mox Account within 12 months of when you opened it, we have the right to deduct an amount equal to the total value of such reward from your Mox Account prior to us completing the closure of your Mox Account.
- (c) We may suspend or terminate all or any part of an account or a product or service by giving you 30 days' prior notice (or, in exceptional circumstances, without notice) if:
  - (i) we can't verify your identity or the source of your money;
  - (ii) we suspect on reasonable grounds that there has been a breach of law or regulation, including any unauthorised use of an image or name;
  - (iii) we need to protect you or us from fraud or other loss;
  - (iv) you're no longer eligible to bank with us;
  - (v) we're required to do so by law or to comply with a direction or instruction of an authority;
  - (vi) your account becomes overdrawn and you don't pay us back immediately;

- (vii) your account remains inactive for a reasonable period of time as we may tell you; or
- (viii) we consider it reasonably necessary to do so.
- (d) If we close an account, we will pay you the remaining credit balance after deducting any amounts you owe us. We may:
  - (i) impose conditions on payment of the credit balance; or
  - (ii) transfer the credit balance to our unclaimed balances account.
- (e) Upon termination of your Mox Account, you must destroy your Mox Card.
- (f) Any closure of an account or the termination of these terms will not affect any of your or our rights or obligations which may have accrued on or before the date of such closure or termination.

---

## 8. Set-Off and Lien

- (a) We are entitled, at any time and without notice to you, to combine or consolidate any credit balance of any account and set off, debit, withhold and/or transfer any sum thereof in or towards satisfaction of any of the obligations and liabilities owed by you to us in whatever capacity, whether actual or contingent, primary or collateral, or several or joint. If such combination, consolidation, set-off, debit, withholding or transfer requires the conversion of one currency into another, such conversion will be made at the prevailing exchange rate determined by us at the relevant time. We will notify you as soon as practicable after exercising our rights under this clause 8.
- (b) We may exercise a lien over all your property which is in or coming into our possession or control, for custody or any other reason and whether or not in the ordinary course of our business. We have the power to dispose any of such property and apply the proceeds of disposal, after deduction of our reasonable expenses, to satisfy any obligations and liabilities owed by you to us.

---

## 9. Limitation of Liability

- (a) **We are not liable for any taxes or duties payable on or in respect of any account, product or service we provide to you or assets held under these terms and conditions.**
- (b) **To the extent permitted by any law or regulation, we are not liable for any loss or damage incurred or suffered by you or any other person arising from or in connection with any account, product or service or these terms, including:**
  - (i) **any act or omission by us or our officers, employees or agents, other than as a result of our or their negligence, fraud or wilful default;**

- (ii) **any interruption, delay or failure (in whole or in part) in providing any product or service or in the performance of our obligations in respect of any account, product or service under these terms that is beyond our reasonable control;**
- (iii) **our execution of, decision not to process, or any delay or failure to act on, any Instruction in part or in full for any reason;**
- (iv) **our inability to effect transactions at the prices or rates quoted at any specific time;**
- (v) **any fluctuation in exchange rates between the time we receive an Instruction and the time we act on it;**
- (vi) **any default by you in performing your obligations under these terms;**
- (vii) **the preservation or enforcement of our rights or exercise of our powers in connection with any account, product or service or these terms;**
- (viii) **your failure to provide complete, accurate and up-to-date information requested by us in discharging our regulatory or legal duties;**
- (ix) **the negligence, act or failure to act of any third party; and**
- (x) **any event beyond the reasonable control of the affected party, such as one or more of the following:**
  - (A) **any act of God or sovereign;**
  - (B) **acts, restrictions, regulations, edicts, mandates, refusals to grant any licenses or permissions, changes in policy or prohibitions or measures of any kind on the part of any Relevant Authority or the exercise of military or usurped powers;**
  - (C) **interruptions, calamity, war, invasion, riots, hostilities, terrorism, sabotage or other blockade or embargo, insurrection, natural disasters, adverse weather conditions, strikes, industrial actions;**
  - (D) **breakdown, malfunction or failure of transmission or power, communication or computer facilities or systems;**
  - (E) **infection or disease epidemic(s), pandemic(s) or contamination;**
  - (F) **market disruption or fluctuation; and**

- (G) a material change in the monetary, political, financial or economic conditions or exchange or capital controls or other moratorium or restrictions on currency exchange or remittance, whether in Hong Kong or elsewhere.

“Relevant Authority” means any regulatory authority, governmental agency (including tax authority), clearing or settlement bank, exchange or depository, whether in or outside Hong Kong.

- (c) We are not liable to you or any other person under any circumstances for any loss of profit or interest, indirect or consequential loss arising from or in connection with any account, product or service or these terms.

---

## 10. Indemnity

- (a) To the extent permitted by laws and regulations, you will indemnify and reimburse us for all actions, proceedings and claims which may be brought by or against us, and for all our losses and damages, and all reasonable costs and expenses which we may incur or suffer, arising from or in connection with any account, product or service or these terms, unless due to our negligence, fraud or wilful default and only to the extent of direct and reasonably foreseeable loss and damage arising directly and solely from such negligence or wilful default.
- (b) This clause 10:
- (i) is in addition to any other indemnity set out in these terms; and
- (ii) continues after the termination of the accounts, products or services or these terms.

---

## 11. Keeping in Touch

- (a) Being a virtual bank, we will:
- (i) contact you and send you information electronically (for example, by telephone, email, text message or push notification); and
- (ii) let you know by email, text message or push notification that information is available on the Mox app.

All information we send to you is deemed to be delivered on the date of despatch or communication (in the case of a telephone call).

- (b) Due to factors beyond our control (such as mobile network connectivity), we can't guarantee that you will receive our notifications. Therefore, you should not rely on them, particularly when your reliance could result in a loss to you (such as a fee or missed payment).
- (c) We are not liable for any loss you may suffer as a consequence of not receiving a notification from us.



- (d) It is your responsibility to tell us within 30 days of any change to your personal details (such as your name, phone number, identification information, email address, tax status (or anything that may affect your tax status) or residential address). You may need to give us documents relating to the change to prove it is genuine.
- (e) In order to contact us, you can:
  - (i) send us an email;
  - (ii) call our Customer Care Team (tel: +852 2888 8228);
  - (iii) use the Mox app; or
  - (iv) send us a letter.

Any communication by you to us is deemed to be delivered when we actually receive it.

---

## 12. Suggestions and Complaints

If you're not impressed with us or our service in any way or wish to provide us feedback or suggestions, please contact us.

---

## 13. Recording and Document Retention

- (a) We or our agents or employees may record and monitor instructions or communications with you, for example by recording telephone calls or storing our email or in-app communications. We will aim to, but we may not inform you on each occasion that we make such recordings.
- (b) All recordings and other records are our property. We may store and destroy these recordings as we consider appropriate.

---

## 14. Appointment of Agent or Nominee

- (a) We may appoint any other person(s), whether in or outside Hong Kong, as our agent or nominee to perform any services for us, for example any service provider or sub-contractor.
- (b) We may appoint someone else to recover any overdue amount, and we may require you to indemnify us, in whole or in part, for the costs and expenses we incur in collecting and recovering any amounts you owe us.
- (c) We may delegate any of our powers in these terms to any such person and disclose or transfer to them, whether in or outside Hong Kong, your information and any other information relating to any account, product or service.

---

## 15. Additional Services

- (a) We may offer you promotions (such as incentive programmes or value added services) in connection with a product offered by us or a third party.
- (b) We will tell you about the terms of these promotions as we make them available. If they are provided by a third party, the promotions will be provided on the terms offered by the third party (which includes that third party's privacy policies). The provision of any such third party offers to you is subject to the Mox Disclaimer on our website and/or the Mox app. You will be required to accept any such terms if you would like to take advantage of a promotion offer provided to you.
- (c) We may vary or withdraw these promotions at any time.
- (d) We do not guarantee or warrant the quality of these promotions.
- (e) Information about these promotions will be available on the Mox app, or you can always call our Customer Care Team (tel: +852 2888 8228) if you want to find out more information about the terms of these promotions.

---

## 16. Rebate and Commission

- (a) We may receive remuneration, commission, rebate, or other payments or benefits from any third parties (including any member of the Standard Chartered Group) directly or indirectly in connection with any account, product or service. The nature, amount and method of calculating any such payment or benefit may vary over time, depending on the third parties and/or transactions. We are entitled to retain these payments for our own account and benefit absolutely without having to make any prior disclosure to you.
- (b) We may offer benefits and/or advantages to any person in connection with any account, product, service or these terms.

---

## 17. Collection and Use of Your Information

- (a) We and any member of the Standard Chartered Group may collect, use, transfer or disclose your information (which may include your personal data and information, information relating to your accounts or the products and services you use, technical information about your device, application software and peripherals and information about your relationship with us or the Standard Chartered Group), to the extent permitted by laws and regulations.
- (b) Your information may be requested by us or on behalf of us or the Standard Chartered Group, and may be collected from you directly, from a person acting on your behalf, from other sources (including from publicly available information), and it may be generated or combined with other information available to us or any member of the Standard Chartered Group.
- (c) We and any member of the Standard Chartered Group may use, transfer and disclose your information:
  - (i) in connection with providing the accounts, products and services under these terms;

- (ii) (for your personal data) as set out in our Personal Information Collection Statement and Privacy Policy (together, the “**Privacy Documents**”) (each of which can be found on the Mox app and/or on our website); and
  - (iii) in connection with matching against any data held by us or the Standard Chartered Group for whatever purpose (whether or not with a view to taking any adverse action against you),
- ((i) to (iii) are collectively referred to as the “**Purposes**”).
- (d) We may (as necessary and appropriate for the Purposes) transfer and disclose any of your information to the recipients set out in the Privacy Documents (who may also use, transfer and disclose such information for the Purposes).
  - (e) If you provide us with information of any other person, you must have notified that person of this clause 17 and the Privacy Documents and obtained that person’s consent to the use, transfer and disclosure of such information as provided in this clause 17 and the Privacy Documents.

## 18. Your Confirmations, Undertakings, Representations and Warranties

- (a) Your Capacity and Legality to Use the Accounts, Products and Services
  - (i) You have full capacity, power and authority to execute, deliver, exercise your rights, perform and comply with your obligations under these terms.
  - (ii) You agree that these terms constitute legal, valid and binding obligations enforceable against you in accordance with their terms.
  - (iii) You confirm that none of the money or assets in your accounts are proceeds of organised crime.
  - (iv) You’ll comply with all applicable laws and regulations relating to the opening and your use of the accounts, products and services.
  - (v) You have the legal right to use any image or name provided to us in connection with your accounts, and we may refuse to accept the use of any such image or name in our absolute discretion.
  - (vi) You confirm that no action, suit or proceedings (whether in Hong Kong or elsewhere) before any court, tribunal, arbitral or administrative body or government agency that is likely to affect the legality, validity or enforceability against you or your ability to perform the obligations under these terms is pending or, to your knowledge, threatened.
  - (vii) You confirm that you have never been, and are currently not, bankrupt. You do not intend to declare bankruptcy and are not aware of any bankruptcy proceedings against you.

- (viii) You agree that you will provide us with all documents and information as we may reasonably require to enable us to comply with any laws or regulations.
  - (ix) All information you provide to us in connection with the accounts, products and services is complete and accurate. You'll tell us if there is any update or change to such information.
- (b) Sanctions
- (i) You are not:
    - (A) the subject of any sanctions administered or enforced by the US Department of the Treasury's Office of Foreign Assets Control, the US Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, the Hong Kong Monetary Authority or any other relevant sanctions authorities ("**Sanctions**"); or
    - (B) located or resident in a country or territory that is, or whose government is, the subject of Sanctions.
  - (ii) You agree that you will not use the money in any account or any of our credit facilities, or lend, contribute or otherwise make available such funds to any person (whether directly or indirectly):
    - (A) to fund any activities or business in any country or territory, that, at the time of such funding, is, or whose government is, the subject of Sanctions; or
    - (B) in any other manner that would result in a violation of Sanctions.
- (c) You Are Not Connected to Mox
- (i) If you (or, if applicable, any of your guarantors or security providers) are or become our Connected Person at any time, you must immediately notify us in writing.
  - (ii) You authorise us to exchange with the Standard Chartered Group any information relating to you (or, if applicable, any of your guarantors or security providers) and any credit facilities (including any overdraft) granted to or guaranteed by you or the Connected Person to comply with our legal obligations as a bank.

For the purposes of this clause 18(d)(iii), "**Connected Person**" means any person who is:

- (A) holding 10% or more of our issued shares;
- (B) our director;
- (C) our employee with lending authority; or

- (D) a relative (including spouse or ex-spouse) of any person set out under sub-clauses (A), (B) or (C) above.
- (d) Your Confirmation of Tax Compliance
  - (i) You are solely responsible for understanding and complying with your tax obligations (including tax payment or filing of returns, any income reporting requirements or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of any account, product or service.
  - (ii) You confirm that you have not been committed or convicted of any serious tax crimes or been subject to any investigation or criminal proceedings, whether in Hong Kong or elsewhere, in relation to tax matters. You do not have knowledge of such investigations or proceedings being taken against you.
  - (iii) You confirm that the purpose for opening an account or using the products or services is not illegitimate, and you will not use any account, product or service for illegal tax activities, tax avoidance or evasion.
  - (iv) We have no responsibility in respect of your tax obligations in any jurisdiction which may arise including any that may relate specifically to the opening and use of any account, product or service provided by us. We have not provided and will not provide any tax advice.
  - (v) You understand and acknowledge that:
    - (A) any amount payable by you to us is subject to all applicable laws and regulations, including any tax requirement, foreign exchange restriction or control. You are liable for any tax, gross-up or similar charges payable in connection with any transaction effected under these terms; and
    - (B) we are authorised to debit, withhold or deduct any amount of tax or duties from any payment payable to you or any account.
  - (vi) You confirm that any withholding tax obligation or other obligations to make deduction or withholding, in respect of a credit facility under any applicable law or regulation (whether in or outside Hong Kong) shall be your responsibility. You will deliver promptly evidence satisfactory to us that you have complied with any applicable deduction or withholding obligations upon our request.

---

## 19. Making Changes to any of Our Terms

- (a) All our terms will always be available via the Mox app and on our website. The version of our terms within the Mox app prevails if there is any inconsistency between the Mox app and website versions of any of our terms.

- (b) We can make changes to any of our terms for any reason but we'll give you notice of any changes. The changes will apply from the date stated in the notice.
- (c) For changes which will result in an increase in our fees or charges and/or affect your liabilities and obligations, we will give you at least 30 days' notice, unless such changes are not within our control.
- (d) By continuing to use the accounts and services you agree to our updated terms.
- (e) If you don't agree to the changes, you should let us know and immediately close your accounts and stop using the services. You can do so without incurring any fees or charges.

---

## **20. Governing Law, Version and Jurisdiction of any of Our Terms**

- (a) The English version prevails if there is any inconsistency between the English and Chinese versions of any of our terms.
- (b) All our terms are governed by the laws of Hong Kong and we and you accept the non-exclusive jurisdiction of the courts having jurisdiction there.
- (c) You waive any right you may have to immunity from legal proceedings, enforcement or other legal process in connection with the accounts, services or any of our terms.

---

## **21. Miscellaneous Provisions**

- (a) **Assignment By Us or By You**

We can transfer or otherwise deal with our rights under any of our terms or allow any interest in them to arise without your consent. You can't do any of these things without our consent.

- (b) **Binding Effect**

All our terms are binding on you and your successors and personal representatives and shall not be affected or terminated by your death, bankruptcy or incapacity.

- (c) **Waivers**

A waiver by us of any provision of our terms will be effective only if given by us in writing and any such provision is waived only to the extent that is expressly stated in our written notice. No failure or delay by us in exercising any right, power or remedy will operate as a waiver of that right, power or remedy. Nor will any single or partial exercise preclude any other or further exercise of a right, power or remedy. Any right, power or remedy under our terms is intended to be cumulative and in addition to any other right, power or remedy we have in law.

- (d) **Partial Invalidity**



If any provision of our terms is or becomes illegal, invalid or unenforceable under any law or regulation, such illegality, invalidity or unenforceability does not affect any other provision which is valid and remains in full force and effect.

(e) No Third Party Rights

A person who is not a party to our terms has no rights to enforce or enjoy the benefit of any of their provisions under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong).

Last updated: 27 June 2022

## 一般條款及細則

---

### 1. 適用情況

- (a) 以下法律條款由您與 Mox (「**Mox**」、「**我們**」) 訂立。您在 Mox 開立及維持戶口及使用任何我們的產品或服務即表示您同意這些條款，並受其約束。
- (b) 「**本條款**」包含：
  - (i) 我們向您提供或就您申請任何戶口、產品或服務而由您向我們提交的任何條款、資料或文件 (「**申請文件**」)；
  - (ii) 就任何戶口、產品或服務而言，我們發出與之相關的整套條款或文件，以及我們及 / 或您所接受，用以規限有關戶口、產品或服務 (包括任何有關收費及手續費的條款或文件) 的所有協議、同意書或確認書 (「**額外條款**」)；及
  - (iii) 本文件 (包括各附表)。
- (c) **您必須細閱本條款，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) 及我們向您提供的任何其他條款，以確保您明白這些條款及同意受其約束的後果。我們建議您就本條款徵詢獨立法律、財務及稅務意見。**
- (d) 載有本條款的不同文件之間如有任何不一致，將按下列次序決定規限其效力 (惟必須受制於任何適用法例及法規的任何強制性條文)：
  - (i) 申請文件；
  - (ii) 額外條款；及
  - (iii) 本條款。
- (e) 在本條款中，「**渣打集團**」分別或一併指 Standard Chartered PLC 及其附屬公司及聯屬公司 (包括每間分行或代表辦事處)。Mox 是渣打集團的成員。

---

### 2. 服務範圍

- (a) 我們可根據我們指定的資格準則、條款及途徑為您開立及維持戶口，以及向您提供與任何這些戶口有關的產品及服務。



- (b) 我們可以：
  - (i) 推出新的戶口、產品或服務；
  - (ii) 更改或暫停任何現有戶口、產品或服務；及 / 或
  - (iii) 結束或撤銷任何現有戶口、產品或服務。
- (c) 就開立、維持或結束任何戶口或提供產品或服務，您必須依循我們的程序，並向我們提供我們可合理要求的任何資料或文件。
- (d) 我們保留可以絕對酌情接受或拒絕您為任何帳戶、產品或服務提出的任何申請或請求的最終決定權而無須給予任何理由。

---

### 3. 與您的關係

- (a) 就您存入戶口的任何款項而言，我們是債務人而您是債權人。
- (b) 您是以主事人的身份行事，而非任何其他人士的代理或代名人。
- (c) 您並無及不會代表任何其他人士持有任何款項。
- (d) 我們向您提供的戶口、產品及服務僅供您專門使用。您不會容許他人使用或取用任何戶口、產品或服務。
- (e) 您使用 Mox 應用程式或我們指定的其他電子或簽署方式表示對本條款表示同意，即就《電子交易條例》（香港法例第 553 章）而言構成您的電子簽署。

---

### 4. 您的指示

- (a) 如我們合理相信指示由您發出或看似由您發出（「指示」），我們可執行並倚賴這項指示，而無須承擔責任。
- (b) 在我們合理認為實際可行及合理的情況下，我們會於收到指示後在合理可行範圍內盡快執行指示。
- (c) 我們可指定或更改您可向我們發出指示的形式或途徑。
- (d) 您向我們發出的每項指示必須為準確及完整。
- (e) **就我們對任何指示的真誠理解及執行，您須受其約束，即使：**

- (i) **指示並不正確、虛假或不清晰；或**
  - (ii) **指示並非由您發出或授權。**
- (f) 我們可以接受、拒絕執行或取消任何指示（或任何指示的部分）而無須給予任何理由。例如，我們可在以下情況延遲執行或不執行指示，而無須事先通知您：
- (i) 如我們合理認為這項指示不清晰；
  - (ii) 如這項指示並非以我們接受的形式或途徑發出；
  - (iii) 如我們由於當時市場狀況或超出我們合理控制範圍的任何其他原因使我們未能執行這項指示；或
  - (iv) 如我們相信或懷疑這項指示會導致不合法、欺詐、不誠實或未經授權、或不符合任何市場要求或本條款的交易。然而，我們不需要確定或查詢這項指示的目的或合法性。
- (g) 我們並非必須執行指示，以取消或修改一項較早的指示。我們可能已完全執行這項指示，或沒有足夠時間，或因任何其他原因使我們不能取消或修改一項尚未執行或已部分執行的指示。在這些情況下，就因或有關我們執行較早的指示，而引致您蒙受或招致的任何損失或開支，我們概不負責。
- (h) 您確認及接受向我們的聯絡中心（電話：+852 2888 8228）員工發出指示（而非透過 Mox 應用程式發出指示）所涉風險。

---

## 5. 結單

- (a) 除非適用法律或法規另有規定或准許，月結單會載列於涵蓋期間您的戶口項下的交易。
- (b) **您可從 Mox 應用程式下載結單，然後儲存及列印結單供以作紀錄。當備妥新結單後，我們會通知您。**
- (c) **如欲收取紙張結單，您可電郵至 [care@mox.com](mailto:care@mox.com) 或致電我們的聯絡中心（電話：+852 2888 8228）。我們會就此收費。**
- (d) 您必須檢查每張結單，如發現當中有任何錯誤，請通知我們。

如發現任何結單有錯誤，您必須在下列期間通知我們有關錯誤的詳情：

- (i) 由結單日期起計 60 日內，有關任何以 Mox Credit 或您的 Mox 卡透過萬事達卡網絡進行的交易所涉的錯誤；或
- (ii) 由結單日期起計 90 日內，有關任何其他交易。

否則：

- (iii) 結單將被視為正確、最終及對您具有約束力；及
- (iv) 您將放棄就這份結單向我們提出任何反對或追索任何補救方法的任何權利，

除非錯誤因我們、我們的職員、僱員或代理的疏忽、欺詐行為或故意失責而引致。

- (e) 如上一張結單起您的戶口並無交易紀錄，我們無須向您發出結單。
- (f) 您僅可取閱過去 7 年的結單。

---

## 6. 費用、收費及利息

- (a) 您必須根據我們的收費表或按我們給予您的另行通知向我們支付有關戶口、產品及服務的費用、收費或利息。
- (b) 我們可按我們指明的方式及相隔期間向您收取費用、收費或利息。我們可透過通知更改費用、收費或利息及付款次數。除非我們另行同意，否則任何已付費用、收費或利息均不予退還。
- (c) 您須就任何戶口、產品或服務支付我們合理地招致的所有費用及開支。這些費用及開支可包括與您的資產有關的任何適用稅項、徵稅及徵費，及就任何戶口、產品或服務而保留或執行我們的權利的任何開支。
- (d) 如負利率適用於任何貨幣，我們可就任何戶口內相關貨幣的任何結餘徵收負利息。
- (e) 我們有權從您的任何戶口扣除您應向我們支付的所有款項。任何延遲扣賬不構成我們放棄行使或影響我們在本條款下的權利。如扣賬會導致戶口透支，我們可將其視為您要求未獲授權透支。在此情況下，您可能須向我們支付：
  - (i) Mox 應用程式內所示利息；及

- (ii) 透支或增加透支限額的手續費。

---

## 7. 終止及暫停

- (a) 為了在 Mox 應用程式結束您的任何戶口，您需要：
  - (i) 給予我們通知（在您通知我們結束您的戶口至戶口實際結束之日期間：
    - (A) 您的戶口將繼續處理交易；及
    - (B) 我們可繼續就您的戶口與您聯絡）；
  - (ii) 確保戶口結餘為零（我們建議您在自動櫃員機提取您的餘下戶口結餘，或轉賬至另一銀行戶口）；
  - (iii) 向我們償還您尚欠我們的任何金額，及結清任何未付款交易；
  - (iv) 列印您的結單以作紀錄；及
  - (v) 取消或更改您與相關商戶或第三方設立或授權的任何安排（包括自動付款、直接付款、一般付款及其他常設安排）。我們不會負責取消或轉移任何有關安排。
- (b) 如您收到任何與我們向您提供與開戶有關的推廣優惠相關的任何獎賞（不論是現金還是其他形式），而您隨後您開戶後的 12 個月內結束您的 Mox 戶口，我們有權在我們完成結束您的 Mox 戶口之前從您的 Mox 戶口扣除該等獎賞的總價值。
- (c) 在下列情況下，我們可透過向您發出 30 日事先通知（或在特殊情況下，無須通知）暫停或終止全部戶口、產品或服務或其任何部分：
  - (i) 我們無法核實您的身份或您款項的來源；
  - (ii) 我們有合理理由懷疑發生違反法律或法規的情況，包括任何未經授權使用圖像或名稱；
  - (iii) 我們有需要保護您或我們免受欺詐或其他損失；
  - (iv) 您不再符合資格使用我們的銀行服務；
  - (v) 我們受法律規定，或為遵守一個權力機構的指令或指示；
  - (vi) 您的戶口被透支，而您並未立即向我們還款；

- (vii) 您的戶口在一段合理時間內無進支紀錄（我們會通知您何為「合理時間」）；或
- (viii) 我們認為有合理需要。
- (d) 如我們結束戶口，我們在扣除您欠負我們的任何金額後，向您支付餘下的結餘款項。我們可以：
  - (i) 就支付結餘施加條件；或
  - (ii) 將結餘轉賬至我們的待領結餘戶口。
- (e) 在您的 Mox 戶口終止後，您必須銷毀您的 Mox 卡。
- (f) 結束戶口或終止本條款不會影響在其之前可能已累算的任何您或我們的權利或責任。

---

## 8. 抵銷及留置權

- (a) 我們有權隨時無須通知您而組合或合併任何戶口的任何結餘，並抵銷、扣除、預扣及 / 或轉移任何款項，以清償您（不論以任何身份）尚欠負我們的任何責任及債務（不論這些責任或債務屬實際產生或待確定、主要或附屬、各別或共同）。如上述組合、合併、抵銷、扣除、預扣或轉移需要將一種貨幣轉換為另一種貨幣，貨幣折算會按我們於有關時間釐定的當時匯率進行。在行使我們在本第 8 條下的權利後，我們會在實際可行情況下盡快通知您。
- (b) 我們可行使留置權留置交由我們存放或由我們持有或控制的所有您的財產，不論我們是否在一般業務運作下，為提供託管或因其他原因收到資產。我們有權出售任何這些財產，並將所得款項（扣除我們的合理開支後），用作清償您欠我們的任何責任及債務。

---

## 9. 責任限制

- (a) **就因或有關我們向您提供的任何戶口、產品或服務，或根據本條款持有的資產而應付的任何稅項或徵稅，我們概不負責。**
- (b) **在任何法律或法規允許的範圍內，我們概不負責就您或任何其他人士因或有關任何戶口、產品或服務或本條款而招致或蒙受的任何損失或損害，包括：**

- (i) 我們或我們的職員、僱員或代理的任何作為或遺漏，由我們或他們的疏忽、欺詐行為、故意失責所引致則除外；
- (ii) 在我們合理控制範圍以外，任何中斷、延遲或未能（全部或部分）提供任何產品或服務，或履行我們在本條款項下有關任何戶口、產品或服務的責任；
- (iii) 我們基於任何理由而執行、決定不處理或延遲或未能執行任何指示（的部分或全部）；
- (iv) 我們未能按照於任何指定時間的報價或費率執行交易；
- (v) 我們收到與我們執行指示時之間一段時間的任何匯率波動；
- (vi) 在履行您於本條款項下的責任時，您的任何失責行為；
- (vii) 就任何戶口、產品或服務或本條款保留或執行我們的權利或行使我們的權力；
- (viii) 您未能提供我們為履行監管或法律的責任時所要求的完整、準確及最新資料；
- (ix) 任何第三方的疏忽、作為或遺漏；及
- (x) 在受影響一方合理控制範圍以外的任何事件，例如以下一項或多項事件：
  - (A) 任何天災或主權行為；
  - (B) 任何監管機構的行為、限制、法規、法令、命令、拒絕授予任何牌照或許可、更改政策或實施禁令或措施，或軍事政變或奪權；
  - (C) 阻礙、災禍、戰爭、侵略、騷亂、敵對行為、恐怖主義活動、人為破壞或其他封鎖或禁令、叛亂、自然災害、惡劣天氣、罷工或工業行動；
  - (D) 傳輸或電力、通訊或電腦設施或系統的停頓、故障或中斷；
  - (E) 流行性的大流行性的傳染病或疾病蔓延或污染；
  - (F) 市場干擾或波動；及

(G) 香港或其他地方的金融、政治、財務或經濟狀況出現重大變動，或實施外匯或資金管制，或貨幣兌換或匯款被暫停或限制；

「監管機構」指香港境內或境外的任何監管機構、政府機構（包括稅務機構）、結算或交收銀行、交易所或寄存處。

(c) 就因或有關任何戶口、產品或服務或本條款而引致的任何利潤或利益損失、間接或相應而生的損失，在任何情況下我們均無須對您或任何其他人士負責。

---

## 10. 彌償保證

(a) 在法律或法規允許的範圍內，就由我們提出，或對我們提出的所有法律行動、法律程序及索償、我們的所有損失及損害，以及就因或有關任何戶口、產品或服務或本條款我們可能招致或蒙受的所有合理成本及開支，您均須對我們作出彌償及付還，惟就直接及純粹因我們的疏忽、欺詐行為、或故意失責所引致的直接及合理可預見的損失及損害則除外。

(b) 本第 10 條：

(i) 附加於本條款所載的任何其他彌償保證；及

(ii) 在戶口、產品或服務或本條款終止後仍會繼續有效。

---

## 11. 保持聯絡

(a) 作為一家虛擬銀行，我們會：

(i) 以電子方式（例如以電話、電郵、文字訊息或推播通知）與您聯絡或向您發送資料；及

(ii) 以電郵、文字訊息或推播通知告知您可於 Mox 應用程式取得資料。

我們向您發出的所有資料被視為於發送或通訊（就電話通話而言）日期已送達。

(b) 由於我們控制範圍以外的因素（例如流動網絡連接），我們無法保證您會收到我們的通知。因此，您不應加以倚賴，尤其當您的倚賴可導致損失（例如收費安排或忘記付費）。

(c) 就您因收不到我們通知而蒙受的任何損失，我們概不負責。



- (d) 如您的個人資料（例如您的姓名、電話號碼、身份證明資料、電郵地址、稅務狀況（或可能影響您稅務狀況的任何事宜）或住址）有任何變動，您有責任於 30 日內通知我們。您可能需要向我們提供與變動有關的文件，以證明屬實。
- (e) 您可以透過以下方式與我們聯絡：
  - (i) 向我們發出電郵；
  - (ii) 致電我們的客戶服務部（電話：+852 2888 8228）；
  - (iii) 使用 Mox 應用程式；或
  - (iv) 向我們郵寄信件。

您向我們發出的任何通訊會被視為在我們實際收到通訊當時送達。

---

## 12. 建議及投訴

如您就任何方面對我們或我們的服務不滿，或希望給予我們回應或建議，請與我們聯絡。

---

## 13. 錄音及文件保留

- (a) 我們或我們的代理或僱員可記錄及監控您的指示或通訊，例如透過電話通話錄音，或儲存我們的電郵或應用程式內通訊。我們將盡量但未必每次知會您我們將進行錄音。
- (b) 所有錄音及其他紀錄均為我們的財產。我們可在我們認為適當的時間並以適當的方式儲存及銷毀這些錄音。

---

## 14. 委任代理或代名人

- (a) 我們可委任任何其他人士（不論在香港境內或境外），作為我們的代理或代名人為我們履行任何服務，例如任何服務供應商或分包商。
- (b) 我們可委任其他人士追討任何逾期款項，而我們可能要求您就我們就收回及追討您負欠我們的任何款項時招致的全部或部分費用及開支，作出彌償。
- (c) 我們可將我們在本條款項下的任何權力轉授予任何有關人士，並向其披露或轉移您的資料及與任何賬戶、產品或服務有關的任何其他資料（不論至香港境內或境外）。



---

## 15. 額外服務

- (a) 我們可就我們或第三方提供的產品給予您優惠（例如獎賞計劃或增值服務）。
- (b) 我們將於提供優惠時告知您有關條款。如由第三方提供，優惠將按照第三方的條款提供（包括第三方的私隱政策）。任何該等向您提供的第三方優惠均受我們網站及/或 Mox 應用程式上的 Mox 免責聲明規限。您如欲享有提供予您的優惠，您將需接受任何有關條款。
- (c) 我們可隨時更改或撤銷這些優惠。
- (d) 我們並不擔保或保證這些優惠的質素。
- (e) 這些優惠的資料將於 Mox 應用程式提供。如您想獲取這些優惠的更多資料，請致電我們的客戶服務部（電話：+852 2888 8228）。

---

## 16. 回扣及佣金

- (a) 我們可就任何戶口、產品或服務直接或間接從任何第三方（包括任何渣打集團成員）收取報酬、佣金、回扣或其他付款或利益。任何有關付款或利益的性質、金額及計算方法可隨時而更改，視乎第三方及 / 或交易而定。我們有權完全自行保留這些付款及利益而無須事先向您披露。
- (b) 我們可就任何戶口、產品、服務或本條款向任何人士提供利益及 / 或好處。

---

## 17. 收集及使用您的資料

- (a) 在法律或法規允許的範圍內，我們及任何渣打集團成員可收集、使用、轉移或披露您的資料（其中可能包括您的個人資料及資訊、有關您的戶口或您使用的產品及服務的資料、有關您的裝置、應用程式軟件及周邊設備的技術資料，以及有關您與我們或渣打集團關係的資料）。
- (b) 我們、我們的代表或渣打集團代表可要求您提供資料。您的資料可直接從您或代表您行事的人士或其他來源（包括公開資料）收集，亦可能與我們或任何渣打集團成員可獲取的其他資料產生或組合。
- (c) 我們及任何渣打集團成員可使用、轉移及披露您的資料作以下用途：
  - (i) 有關提供本條款項下的戶口、產品及服務；

- (ii) (適用於您的個人資料) Mox 個人資料收集聲明及私隱政策 (統稱「**私隱文件**」) (分別可於 Mox 應用程式及/或我們的網站找到) 所載的用途;  
及
- (iii) 有關配對我們或渣打集團持有的任何資料作任何用途 (不論是否有意對您採取任何不利行動),  
  
(i)至(iii)統稱為「**該等用途**」)。
- (d) 我們可以 (就該等用途而言為必要及適宜) 將任何您的資料轉移及披露予私隱文件載列的接收者 (而接收者亦可就該等用途使用、轉移及披露有關資料)。
- (e) 如您向我們提供任何其他人士的資料, 您必須就本第 17 條及私隱文件通知這位人士, 並就根據本第 17 條及私隱文件使用、轉移及披露有關資料, 獲取其同意。

---

## 18. 您的確認、承諾、聲明及保證

- (a) 您使用我們的戶口、產品及服務的能力及合法性
  - (i) 您具有充分行為能力、權力及授權執行、交付、行使您的權利, 履行及遵守您在本條款項下的責任。
  - (ii) 您同意本條款對您構成具法律約束力及有效的法律責任, 並可按本條款強制執行。
  - (iii) 您確認您戶口內的任何資金或資產均不是有組織犯罪所得款項。
  - (iv) 您將遵守有關開立及使用戶口、產品及服務的所有適用法律及法規。
  - (v) 您有法律權利使用您為您的戶口向我們提供的任何圖像或名稱, 我們可全權酌情拒絕接受任何有關圖像或名稱的使用。
  - (vi) 您確認概無任何法院、裁判庭、仲裁或行政機關或政府機構的任何訴訟、起訴或法律程序 (不論於香港或任何其他地方) 尚未完結或 (據您所知) 有人威脅展開程式, 而其相當可能影響您的合法性、有效性或可強制執行性, 或您履行本條款項下責任的能力。
  - (vii) 您確認您從未破產, 現時亦並非破產。您不擬宣佈破產, 據您所知亦無任何針對您的而進行的任何破產法律程序。

- (viii) 您同意您會向我們提供我們可能合理地要求的所有文件及資料，以使我們遵守任何法律或法規。
  - (ix) 您向我們提供有關戶口、產品及服務的所有資料均為完整及準確。如資料有任何更新或更改，您將通知我們。
- (b) 制裁
- (i) 您並非：
    - (A) 由美國財政部外國資產管制處、美國國務院、聯合國安全理事會、歐盟、英國財政部、香港金融管理局或任何其他相關制裁機構實施或執行的任何制裁（「制裁」）的制裁對象；或
    - (B) 位於受制裁的國家或地區（或其政府為制裁對象的國家或地區）或其居民。
  - (ii) 您同意您不會使用任何戶口內的資金或我們的任何信貸，或向任何人士借出、給予或提供這些資金（不論直接或間接）：
    - (A) 在任何國家或地區的任何活動或業務提供資金，而於提供資金當時該國家或地區或其政府是制裁對象；或
    - (B) 以任何其他方式導致違反制裁。
- (c) 您與 Mox 並無關連
- (i) 如您（或（如適用）您的任何擔保人及擔保提供者）是或於任何時間成為我們的關連人士，您必須立即向我們作出書面通知。
  - (ii) 您授權我們與渣打集團交換有關您（或（如適用）您的任何擔保人及擔保提供者）及授予您或關連人士或由您或關連人士擔保的任何信貸的任何資料，以履行我們作為銀行的法律責任。

就本第 18(c)條而言，「**關連人士**」指下列任何人士：

- (A) 持有我們的已發行股份 10%；
- (B) 我們的董事；
- (C) 我們有批核貸款權的僱員；或

- (D) 上述(A)、(B)或(C)款載列的任何人士的親屬（包括配偶或前配偶）。
- (d) 您對稅務合規的確認
- (i) 您須自行負責了解及遵守您在所有司法管轄區有關及因開立及使用任何戶口、產品或服務而產生的稅務責任（包括繳稅或提交報稅表、任何收入申報規定或有關繳交所有相關稅項的其他所需文件）。
- (ii) 您確認您並無觸犯任何嚴重稅務罪行或被定罪，或涉及稅務事宜（不論在香港或其他地方的）任何調查或刑事訴訟。您不知悉有任何這些調查或訴訟對您進行。
- (iii) 您確認開立戶口或使用產品或服務的目的並非不合法，而您不會使用任何戶口、產品或服務作非法稅務用途、避稅或逃稅。
- (iv) 就您在任何司法管轄區可能引起的稅務責任，包括任何特別有關開立及使用任何戶口、產品或我們提供的服務的稅務責任，我們概不負責。我們並無提供亦不會提供任何稅務意見。
- (v) 您明白及確認：
- (A) 您應向我們支付的任何金額均受制於所有適用法律及法規，包括任何稅務規定、外匯限制或管制。您須負責任何稅項、須扣減款項或本條款項下執行的任何交易的類似應付收費；及
- (B) 我們獲授權從向您作出的付款或任何戶口扣除、預扣或扣減稅項或徵稅的任何金額。
- (vi) 您確認就任何適用法律或法規下（不論在香港境內或境外）的信貸而言，任何預扣稅責任或其他扣減或預扣責任均為您的責任。您會應我們要求盡快向我們提交令我們滿意的證據，證明您已遵守任何適用的扣減或預扣責任。

---

## 19. 更改任何我們的條款

- (a) 我們所有的條款會一直透過 Mox 應用程式及我們的網站供予查閱。任何我們的條款載於 Mox 應用程式與我們的網站上的版本如有任何不一致，概以載於 Mox 應用程式的版本為準。

- (b) 我們可因任何理由更改任何我們的條款，但我們會就任何更改通知您。有關更改將自通知內指定的日期起生效。
- (c) 如更改會導致我們的費用或收費增加及 / 或影響您的債務及責任，我們將給予您最少 30 日通知，惟更改非為我們所能控制則除外。
- (d) 您繼續使用戶口及服務即表示您同意我們更新後的條款。
- (e) 如您不同意更改，您應通知我們，並立即結束您的戶口及停止使用服務。您就此不會招致任何費用或收費。

---

## 20. 任何我們的條款的適用法律、版本及司法管轄區

- (a) 任何我們的條款的英文與中文版本如有任何不一致，概以其英文版本為準。
- (b) 所有我們的條款均受制於香港法律，我們及您接受香港法院的非專有管轄權。
- (c) 您放棄您就有關戶口、服務或任何我們的條款的法律程序、強制執行或其他法律程序的豁免權。

---

## 21. 雜項條文

- (a) 由我們或您轉讓

我們可未經您同意轉讓或以其他方式處理任何我們的條款項下的權利或容許就此產生任何權益。未經我們同意，您不可作出以上任何事項。

- (b) 約束力

所有我們的條款對您及您的繼承人及遺產代理人具有約束力，並且不受您身故、破產或失去行為能力影響，亦不會因而終止。

- (c) 豁免

我們對我們的條款中任何條文的豁免，必須由我們以書面作出，方為有效；任何被豁免的條文僅以我們的書面通知明確所列明的豁免範圍為限。我們未能或延遲行使任何權利、權力或補救，不應視為放棄該等權利、權力或補救。單獨或部分行使任何權利、權力或補救方法不會排除任何其他或進一步行使該等權利、權力或補救。我們的條款項下的任何權利、權力或補救方法應被視為法律授予我們以外，我們享有的額外的權利、權力或補救。

(d) 部分無效

如我們的條款中任何條文根據任何法律或法規屬或變成不合法、無效或不可強制執行，其他條文保持全面有效，不受該等不合法性、無效性或不能強制執行性影響。

(e) 第三方並無權利

並非我們的條款的協議一方的人士無權按《合約（第三者權利）條例》（香港法例第 623 章）執行本條款的任何條文，或享有本條款的任何條文下的利益。

最近更新日期：2022 年 6 月 27 日