



# Terms and Conditions for Accounts and Card Management (Schedule 1 to the General Terms and Conditions)

#### **PART A: Your Accounts**

#### 1. Operation of Accounts

- (a) You can start using your account(s) once we have opened them for you in the Mox app.
- (b) Unless we specify otherwise, there is no minimum or maximum balance for your accounts.
- (c) We may introduce, specify or vary any conditions in relation to the use or features of an account, including:
  - (i) introduce, specify or vary the means by which funds may be deposited into an account, or payments withdrawn or made from an account;
  - (ii) specify, vary or withdraw any currencies accepted in respect of any account; and/or
  - (iii) accept or reject any Instruction made by you to deposit funds into an account or withdraw or make payment from an account.
- (d) Each deposit into an account is subject to final payment or clearing, which means that the relevant proceeds may not be available for use until receipt or clearing of full and final payment.
- (e) We may take any money out of an account that was wrongly put into that account.
- (f) We may exchange money in your accounts for different currencies (at our prevailing exchange rate at the time of the exchange) to repay amounts that you owe us and are due or as otherwise required or appropriate in respect of our provision or your use of any of your accounts and/or our products and/or services, and deduct our costs incurred for any such exchange.
- (g) You understand and acknowledge that:
  - (i) Mox Bank Limited ("Mox") is a member of the Deposit Protection Scheme in Hong Kong (the "Scheme"). Eligible deposits taken by Mox are protected by the Scheme up to a limit of HKD500,000 per depositor (including both principal and interest). Deposits held in your account(s) with Mox are qualified for protection by the Scheme; and
  - (ii) despite clause 1(g)(i) of this Schedule 1, deposits in Time Deposit Account(s) (defined in clause 4(a) of this Schedule 1) are qualified for protection by the Scheme, only if such deposits have a tenor of not more than 5 years. Deposits in Time Deposit Account(s) with a





## tenor of more than 5 years are not protected by the Scheme in Hong Kong.

#### 2. Mox Account

- (a) You will have a main account ("Mox Account"), which:
  - (i) will be opened in your name once we let you know that you have successfully completed Mox's onboarding process;
  - (ii) has an account number;
  - (iii) can be used for:
    - (A) savings, everyday purchases and, subject to Schedule 2 to the General Terms and Conditions, payments and transfers in Hong Kong dollars;
    - (B) savings in currencies other than Hong Kong dollars (referred to as "foreign currencies" in these terms); and
    - (C) subject to Schedule 2 to the General Terms and Conditions, payments and transfers in United States dollars; and
  - (iv) has no monthly fee.
- (b) Cheque services are not available.
- (c) You need to keep track of how much money is in your Mox Account. You can only withdraw and/or spend money in your Mox Account that is denominated in Hong Kong dollars. You must convert any foreign currency in your Mox Account into Hong Kong dollars in accordance with clause 6 of this Schedule 1 before you can withdraw or spend it.
- (d) If you try to use your Mox Card (as defined in Part B of this Schedule 1) to withdraw or spend more Hong Kong dollars than you have in your Mox Account, your transaction will usually be declined. However, in some circumstances, you may be able to use your Mox Card to withdraw or spend more Hong Kong dollars than you have in your Mox Account. If this happens, you owe us that money and you need to immediately either deposit money into, or convert money in, your Mox Account so that the Hong Kong dollar balance in your Mox Account is no longer overdrawn. If you do not do this, we may take money out of your other accounts to settle the overdrawn amount.
- (e) You are responsible for paying us any overdrawn amount even if your Mox Account is closed.
- (f) We may also charge you fees and/or interest while your Mox Account remains overdrawn. You can see details on such fees and interest in the Mox app and/or on our website.





#### 3. Goal accounts

- (a) In addition to your Mox Account, you may also open sub-accounts in Hong Kong dollars ("Goal accounts") on the Mox app. This way you can keep some or all of your Hong Kong dollars separate from your Mox Account.
- (b) Your Goal accounts cannot be overdrawn.
- (c) Your Goal accounts will not be allocated an account number.

#### 4. Time Deposit Accounts

- (a) You may open accounts for time deposits with us ("**Time Deposit Accounts**") from time to time in the Mox app.
- (b) We will display in the Mox app and/or the website:
  - (i) the currencies, the minimum and/or maximum amount for deposits (if any) and the tenors that are available for Time Deposit Accounts; and
  - (ii) any limits on the number of Time Deposit Accounts which we may allow you to maintain at any one time.
- (c) We will ask you to indicate the principal amount, the tenor, the currency and/or provide any other information to open a Time Deposit Account. Once we receive your Instructions to open a Time Deposit Account, we will deduct the principal amount from the account you have selected and place it in a Time Deposit Account according to the Instructions you have provided.
- (d) We may, at our discretion, allow you to request to withdraw the deposits in a Time Deposit Account in full or in part before its maturity date. If we allow you, and you request to do so, we may, at our discretion, act on your request, subject to your payment of our losses, reasonable expenses and such fees or charges as shown in the 'Fees and Charges' section in the Mox app and/or on our website.
- (e) On the maturity date of the deposits in a Time Deposit Account, the proceeds in the Time Deposit Account (including the principal amount and/or any interest accrued) will be, either:
  - (i) transferred to the account(s) designated by you at the time you opened the Time Deposit Account. The principal amount and interest may be transferred to the designated account at different times; or
  - (ii) subject to any other further options which we make available to you (as displayed in the Mox app and/or on our website) with respect to the maturity of the deposits in a Time Deposit Account.

#### 5. Earning Interest on Your Deposits

(a) The deposits in your accounts with Mox will earn interest.





- (b) Our current deposit interest rate(s) are displayed on the Mox app and/or on our website. Our deposit interest rate(s) may change from time to time.
- (c) Interest will be paid up to two decimal places (truncated).
- (d) For deposits in your savings account(s) with Mox:
  - (i) you will earn interest on your deposits denominated in Hong Kong dollars up to a certain amount, which we will display in the Mox app and/or on our website (the "HKD Interest Limit Amount"). That is, once the total amount of all your Hong Kong dollar deposits in and across these accounts exceed the HKD Interest Limit Amount, no interest will be earned on the excess portion.
    - We may also impose limits on the amount of any foreign currency deposits on which you can earn interest. We will display any such limits on the Mox app and/or our website;
  - (ii) we will calculate interest on the balances in such account(s) at the end of each day and based on the deposits in such account(s) eligible to earn interest at the time of calculation;
  - (iii) interest that you earn on those deposits will be paid into the respective account daily, or as we may otherwise tell you;
  - (iv) no interest will accrue before the proceeds of any deposit are actually settled and credited to the respective account(s). In other words, interest will only be earned when there is money in the respective account. Once any money leaves the account, that money will not earn any interest. Even if a transaction is disputed and the disputed amount is then returned to the account, that disputed amount will not earn interest unless it is actually settled and credited back to the account; and
  - (v) if the account is closed, interest will be paid on eligible deposits in the account up to but excluding the calendar day on which the account is closed.
- (e) For deposits in your Time Deposit Accounts:
  - (i) you will earn simple interest on the principal amount at the rate you have agreed to at the time you opened your Time Deposit Account for the number of days from and including the placement date up to but excluding the maturity date of those deposits;
  - (ii) interest that you earn on those deposits will be paid in accordance with clause 4(e) of this Schedule 1; and
  - (iii) if any part of those deposits are withdrawn before their maturity date, no interest will be paid on any part of those deposits in the Time Deposit Account.





#### 6. Currency Exchange

- (a) You can exchange money in your Mox Account for different currencies on the Mox app. We will tell you which currencies you can exchange your money for, in the Mox app and/or on our website.
- (b) We will carry out currency exchanges at our prevailing exchange rate at the time of the exchange, which will be displayed on the Mox app at that time.
- (c) When exchanging your money for different currencies on the Mox app, you must exchange enough currency to cover any fees and charges that we may charge you for the exchange. You can see details of these fees and charges in the Mox app and/or on our website.
- (d) We may require you to provide additional information or documents before we carry out any currency exchange you request, for example, to show that such exchange is in compliance with applicable laws.
- (e) When we carry out a currency exchange on your behalf:
  - (i) we will deduct the amount of currency you have requested to sell from your deposits in your Mox Account in that currency; and
  - (ii) we will increase the deposits in your Mox Account in the currency you have requested to buy by the relevant amount less any applicable fees and charges for the exchange.
- (f) We may limit the number of currency exchanges that you may request per day and the amount you can sell and/or purchase for each currency exchange transaction. We will tell you of any such limits in the Mox app and/or on our website. We may also refuse to carry out a currency exchange you request without giving you any notice or reason.
- (g) Foreign currencies held in your Mox Account, and all transactions in connection with foreign currencies, are subject to applicable exchange control laws.
- (h) If we cease to maintain deposits in a particular foreign currency, we may exchange the deposits in that currency for another currency determined by us in our sole discretion.
- (i) Please note that currency exchanges involve risks. You may incur losses as a result of carrying out currency exchanges on the Mox app (including as a result of exchange rate fluctuations). You acknowledge that you carry out currency exchanges on the Mox app entirely for your own account and at your own risk.

#### PART B: Your Mox Card (Applicable to All Customers)

#### 7. Your Mox Card

(a) When you open a Mox Account with us, we will:





- (i) provide you with a digital Mox Card (on the Mox app); and
- (ii) send you a physical Mox Card.
- (b) For the purposes of these terms, your "**Mox Card**" includes your:
  - (i) physical Mox Card;
  - (ii) digital Mox Card on the Mox app; and
  - (iii) Mox Card you have added to a digital wallet.
- (c) Your Mox Card will remain the property of Mox and is non-transferable.
- (d) Your Mox Card details (including, your Mox Card number, CVV and expiry date) will not be shown on your Mox Card. They will be shown to you on the Mox app. Six months before your Mox Card expires, we will tell you about receiving a replacement card.
- (e) We may offer you other services from time to time which you may access using your Mox Card. We will tell you about these services in the Mox app and/or on our website.

#### 7.1 Your Physical Mox Card

- (a) Before you can use your physical Mox Card, you need to activate it and choose a 6-digit PIN using the Mox app. You may use the Mox app to change the PIN for your Mox Card at any time.
- (b) Your physical Mox Card must be destroyed if and when:
  - (i) your Mox Account is closed;
  - (ii) these terms are terminated; or
  - (iii) your Mox Card expires, is cancelled or we issue a new Mox Card to you.

## 7.2 Adding Your Mox Card to a Digital Wallet

You can choose to add your Mox Card to a digital wallet and make purchases using the digital wallet instead of directly using your Mox Card. In doing so, you agree to the digital wallet terms and conditions set out in Part D, and any separate terms and conditions provided by the digital wallet provider.

#### 7.3 Using Your Mox Card

- (a) Even if you have not received your physical Mox Card, after we open your Mox Account you can:
  - (i) use your digital Mox Card on the Mox app for online transactions; and





(ii) add your digital Mox Card to a digital wallet and use it for transactions at a point of sale (where available).

When you receive your physical Mox Card from us, you can also use it to take cash out at an available ATM or point of sale (where available) from the Hong Kong dollar deposits in your Mox Account.

- (b) You can use your Mox Card anywhere that Mastercard is accepted.
- (c) If we approve your application for Mox Credit (see Schedule 3 to the General Terms and Conditions), you can use the Mox app to switch between linking your Mox Card to your Mox Account and to Mox Credit. While your Mox Card:
  - (i) is linked to your Mox Account, all new Mox Card transactions processed through the Mastercard network (which includes any such automatic payment and other recurring arrangement previously set up by you on your Mox Card with Mox Credit and any refunds) will be taken from (or, in the case of a refund, deposited into) your Mox Account in Hong Kong dollars; or
  - (ii) is linked to Mox Credit, all new Mox Card transactions will be effected and processed in accordance with Schedule 3 to the General Terms and Conditions (which applies to your use of Mox Credit).

If you do not have Mox Credit, all transactions (including any automatic payment and other recurring arrangement set up by you on your Mox Card and any refunds) will be taken from (or, in the case of a refund, deposited into) your Mox Account in Hong Kong dollars.

- (d) Our right to debit your Mox Account or any of your Goal accounts is not affected by disputes between you and third parties.
- (e) We may impose limits on Mox Card transactions or cash withdrawals, either per transaction or in a given timeframe. You can see details on these limits in the Mox app. See also clause 7.5 of this Schedule 1 on how you may set your own personal limits on the use of your Mox Card.
- (f) You must not (or allow anyone else to) use your Mox Card:
  - (i) to purchase of goods or services which impose operational, reputation or compliance risks on Mox;
  - (ii) for any unlawful activity (including a purchase of goods or services that is illegal or prohibited by the laws of Hong Kong or by the laws of the country where the purchase is made);
  - (iii) in connection with gambling, wagering or betting activities; or
  - (iv) in any manner in breach of Mox's obligations to the Hong Kong Monetary Authority.





You must tell us immediately if you become aware or suspect that your Mox Card has (or may have) been used in any of those ways.

- (g) We are not liable for:
  - (i) the refusal of any merchant, financial institution or other person to accept your Mox Card; or
  - (ii) any defect or deficiency in goods or services supplied to you by any merchant, financial institution or other person. You must resolve any complaint against any merchant, financial institution or other person yourself and no claim against any of them may be made against or set off against us.
- (h) You may ask us to replace or renew your Mox Card, for example, if your existing Mox Card has been damaged, lost or stolen.
- (i) We may cancel or refuse to re-issue, renew or replace your Mox Card without giving you any notice or reason.
- (j) Any transaction you make using your Mox Card can be disputed by calling our Customer Care Team (tel: +852 2888 8228). Disputes will be handled by our disputes team, who may require you to provide further information. You may be charged a fee if your dispute is not substantiated.

## 7.4 Using Your Mox Card for Foreign Currency Transactions and on Transactions Processed Overseas

- (a) If you use your Mox Card overseas to make purchases at a point of sale (where available), or buy goods or services in a foreign currency (or obtain a refund for such goods purchased in a foreign currency), at the time of the transaction:
  - (i) the foreign currency transaction amount will be converted into Hong Kong dollars at the foreign exchange rate provided by Mastercard;
  - (ii) we will take the Hong Kong dollar amount out of your Mox Account or charge it to Mox Credit (as applicable) (or, in the case of a refund, we will put the Hong Kong dollar amount into your Mox Account or credit it to Mox Credit (as applicable)); and
  - (iii) we will impose the foreign exchange handling fee and take the amount of the foreign exchange handling fee out of your Mox Account or charge it to Mox Credit (as applicable). See the 'Fees and Charges' section on our website and/or the Mox app for details on how this foreign exchange handling fee is calculated.
- (b) If you conduct a Hong Kong dollar transaction (including a refund) on your Mox Card, whether in Hong Kong or overseas, and that transaction is processed overseas because the merchant or acquirer is registered overseas, the cross-border access fee will be imposed by us on that transaction. If you are unsure whether a particular merchant or acquirer is registered overseas, please check with the merchant before conducting the relevant Mox Card transaction.





- (c) If you withdraw foreign currency at a JETCO ATM in Hong Kong, the foreign currency transaction amount will be converted into Hong Kong dollars at the foreign exchange rate determined by the bank providing the ATM service. Please also be aware that such cash withdrawals may be subject to fees and charges imposed by the bank providing the ATM service, which will apply in addition to any fees we may charge.
- (d) If you have activated the overseas ATM withdrawal service function on the Mox app and you use your physical Mox Card overseas to take cash out at an available ATM:
  - (i) (for withdrawals at a JETCO ATM outside Hong Kong):
    - (A) the foreign currency transaction amount will be converted into Hong Kong dollars at the foreign exchange rate provided by JETCO:
    - (B) we will take the Hong Kong dollar amount out of your Mox Account (or in the case of a cash advance, charge it to Mox Credit), along with any fees we may impose; and
  - (ii) (for withdrawals at a Mastercard ATM outside Hong Kong):
    - the foreign currency transaction amount will be converted into Hong Kong dollars at the foreign exchange rate provided by Mastercard;
    - (B) we will take the Hong Kong dollar amount out of your Mox Account (or in the case of a cash advance, charge it to Mox Credit), along with any fees we may impose; and
    - (C) we will impose the foreign exchange handling fee and take the amount of the foreign exchange handling fee out of your Mox Account or charge it to Mox Credit (as applicable). See the 'Fees and Charges' section on our website and/or the Mox app for details on how this foreign exchange handling fee is calculated.

Please also be aware that some overseas cash withdrawals using your physical Mox Card may be subject to fees and charges imposed by overseas local banks providing the ATM service, which will apply in addition to any fees we may charge.

#### 7.5 Locking Your Card and Spending Limits

On the Mox app you can:

- (a) lock your Mox Card at any time this will decline any attempted payments with your Mox Card;
- (b) unlock your Mox Card this will allow payments to be made with your Mox Card; and





(c) set and change your own personal limits for spending on or making cash withdrawals using your Mox Card. You may also change your overseas ATM withdrawal limit via a JETCO ATM in Hong Kong before you travel.

#### 8. CashBack on Your Mox Card

#### 8.1 General

- (a) From time to time, we will pay you cash back into your Mox Account when you use your Mox Card on eligible transactions in Hong Kong or overseas. We call these payments "CashBack".
- (b) Your entitlement to CashBack is governed by this clause 8 (which applies to all types of CashBack that we may offer you from time to time) and any additional terms specified in the Mox app and/or on our website (including the Mox CashBack Table and Mox Disclaimer). Any such additional terms prevail over this clause 8 to the extent of any inconsistency between them.
- (c) The Mox CashBack Table sets out details of the CashBack offers currently available for spending with your Mox Card, including the CashBack Rates that apply to eligible transactions on your Mox Card from your Mox Account and with Mox Credit, our selected CashBack Merchants (and any specific CashBack Rates applicable to each), applicable Caps on CashBack payments, and the time period during which the CashBack offers and Caps apply.
  - We may change the information in the Mox CashBack Table from time to time without notice so please check it regularly.
- (d) We may specify, change, modify, suspend, terminate or make any decision in connection with any CashBack offer at any time without notice, in our absolute discretion.

#### 8.2 CashBack Rates

- (a) A CashBack payment will be calculated based on a specific percentage ("CashBack Rate") of the amount of an eligible transaction on your Mox Card.
- (b) Applicable CashBack Rates:
  - (i) are determined by us in our absolute discretion and are specified in the Mox CashBack Table;
  - (ii) may change from time to time, and may be reduced to a percentage of zero percent (0%); and
  - (iii) may differ between transactions on your Mox Card from your Mox Account and with Mox Credit, as well as between certain CashBack Merchants.
- (c) Subject to clause 8.4(f) of this Schedule 1, only the highest applicable CashBack Rate will apply for each transaction eligible for CashBack. For example, if the CashBack Rate available at a CashBack Merchant is 3% and an unlimited





CashBack Rate of 1% would otherwise apply, your CashBack Rate is 3% only – you will not (also) receive the 1% unlimited CashBack.

#### 8.3 CashBack Merchants

- (a) We may add or remove merchants from the list of CashBack Merchants shown in the Mox CashBack Table, without notice. We are not liable to you for any change to the CashBack Merchants.
- (b) If a merchant is not (or is no longer) listed in the Mox CashBack Table, then only the unlimited CashBack Rate (if applicable) will be available on any eligible transactions with that merchant.
- (c) We may specify any special or additional terms that apply to particular CashBack Merchants, in the Mox app and/or on our website.
- (d) CashBack Merchants may specify additional third party offers available to you from time to time. We are not liable if we do not notify you about any such third party offers, or if the description of any third party offers in the Mox app and/or on our website are inaccurate. The provision of any such third party offers to you is subject to the Mox Disclaimer on our website and/or the Mox app.

#### 8.4 Caps on CashBack Payments

- (a) We may cap the total of any and all CashBack payments you may receive over a period of time at a Hong Kong dollar amount (a "Cap").
- (b) Any Cap, and the associated time period, CashBack Merchant(s), CashBack Rate and/or transactions to which it may apply, will be set out in the Mox CashBack Table.
- (c) If a transaction is refunded or reversed, we will not reset or readjust an applicable Cap (nor your utilisation of it) regardless of whether we deduct the relevant CashBack payment from your Mox Account. For example, if you earn CashBack equal to an applicable Cap for a transaction, even if that transaction is subsequently reversed and we deduct part or all of the CashBack earned from your Mox Account, you are not entitled to any additional CashBack on eligible transactions to which the Cap applies during the relevant time period.
- (d) If you change between spending with Mox Credit and spending with your Mox Card from your Mox Account (or vice versa), we will not reset or readjust an applicable Cap (nor your utilisation of it). For example, if you earn CashBack equal to an applicable Cap for a Mox Credit transaction, the applicable Cap will not reset if you change to spending with your Mox Card from your Mox Account and then back to spending with Mox Credit again.
- (e) Once you earn CashBack up to an applicable Cap, you may be entitled to earn another form of CashBack on eligible transactions.
- (f) If a single eligible transaction results in you earning more than an applicable Cap, you will receive CashBack up to that Cap and any other form of applicable CashBack on the remaining transaction value. We will apportion the transaction





value of any eligible transaction between the CashBack which is capped (up to the applicable Cap) and any other applicable form of CashBack.

#### 8.5 Eligibility for CashBack

- (a) We will not pay you CashBack:
  - (i) on any interest earned on deposits in your account(s); or
  - (ii) on any transaction types or with merchants that are not eligible for CashBack, as ultimately determined by us in our absolute discretion based on transaction records held by us (which are final and conclusive in case of any discrepancy).
- (b) The following transaction types are examples of those that are likely to constitute 'ineligible transactions' and will therefore **not** be eligible for CashBack:
  - (i) transactions made using your Mox Card which fall within certain merchant codes or categories designated by us (in our absolute discretion) or by Mastercard (in their discretion) from time to time. For example, a merchant may change their merchant code(s) or Mastercard may change how they categorise merchants or transaction types and this may affect your eligibility for CashBack;
  - (ii) gambling or betting transactions, including government licensed horse/dog racing:
  - (iii) cash withdrawals;
  - (iv) cash advances or balance transfers;
  - (v) payments through digital wallets (except in most cases for payments made through Google Pay or Apple Pay); and purchases with, or reloading of, stored value cards (including but not limited to Octopus account top-up transactions via an e-wallet or any other means);
  - (vi) payments in relation to crypto-currencies;
  - (vii) sending or transferring cash using your Mox Card or Mox Account (whether by a digital means or otherwise);
  - (viii) payments to financial institutions, including brokers and dealers;
  - (ix) bill payments, tax payments or insurance payments designated as such by Mastercard;
  - (x) purchases of foreign currencies, money orders or traveler's cheques;
  - (xi) payments of financial charges or fees;





- (xii) transactions which are designated by us (in our absolute discretion) or by Mastercard (in their absolute discretion) as 'mail order', 'postal service' or 'commuter passenger transportation' transactions; and
- (xiii) purchases of reward programs or memberships designated as such by Mastercard.
- (c) We have no obligation to clarify which transaction types or merchants are eligible or ineligible for CashBack, or any applicable CashBack Rate or Cap, before you conduct a transaction. We are not liable to you for any changes to the types of transactions or the list of merchants which are eligible or ineligible for CashBack or for any change to any applicable CashBack Rate or Cap.
- (d) As the types of transactions that are ineligible for CashBack may change from time to time, it is possible that a transaction on which you previously earned CashBack may subsequently become ineligible for CashBack. You may also receive CashBack on a transaction that was previously ineligible for CashBack.

#### 8.6 Payment of CashBack

- (a) We will deposit all CashBack payments in Hong Kong dollars into your Mox Account based on settled transactions only.
- (b) CashBack will be calculated so that amounts less than HKD0.005 will be rounded down to the nearest cent and amounts equal to, or greater than, HKD0.005 will be rounded up to the nearest cent.
- (c) Where a CashBack offer is only available for a specific time period or is subject to certain conditions (as set out in any additional terms specified in the Mox app and/or on our website (including the Mox CashBack Table)), we will only pay you CashBack on any eligible transactions approved or authorised by us prior to the expiry of such time period or after you have fulfilled the certain condition(s) (as relevant) and in accordance with any such additional terms (subject to any applicable Cap). Please refer to the Mox CashBack Table for your entitlement to CashBack after the expiry of any such period or conditional entitlement requirement (as relevant).
- (d) Each notification that you receive via the Mox app about an approved transaction on your Mox Card will also indicate any CashBack that you are eligible to receive in respect of that transaction when the transaction has settled.
- (e) As we only pay you CashBack based on settled transactions, CashBack may not appear in your Mox Account for a number of days after a transaction is pending or approved and is eligible for CashBack. The CashBack that we actually deposit into your Mox Account might be different to the amount we notified you when the transaction was pending or approved. We may make any decision with respect to the method of calculating CashBack payments and are not liable for any difference between the CashBack amount notified to you and the CashBack amount (if any) actually deposited into your Mox Account.





- (f) You cannot receive more than one CashBack payment for a single transaction, regardless of how you complete that transaction. For example, if you purchase a CashBack Merchant's product through another CashBack Merchant's platform (ie. through a third-party reseller), you will not receive CashBack twice.
- (g) You can see any CashBack you have earned by looking at the CashBack details page in the Mox app.
- (h) For overseas transactions that are eligible for earning CashBack:
  - (i) the foreign currency transaction amount will be converted into Hong Kong dollars at the foreign exchange rate provided by Mastercard. A mark-up will also be added by Mastercard and Mox; and
  - (ii) the CashBack amount will be calculated based on the total of:
    - (A) the converted Hong Kong dollar transaction amount; plus
    - (B) the mark-up.
- (i) If you have been paid CashBack on a transaction that is subsequently:
  - (i) refunded or reversed (in full or in part), we may deduct any CashBack you earned on that transaction (or the relevant part of that transaction) from your Mox Account at any point in time (irrespective of whether the refunded or reversed transaction was made using your Mox Card from your Mox Account or Mox Credit). For example, if you refund a Mox Credit transaction, we may deduct any CashBack you earned on that refunded transaction (or the relevant part of that transaction) from your Mox Account, and it will not matter whether (or not) you have switched so that your Mox Card is linked to your Mox Account in the meantime. The same applies if you refund a transaction made on your Mox Card from your Mox Account and you have (or have not) switched so that your Mox Card is linked to Mox Credit in the meantime; or
  - (ii) disputed by you, and your dispute claim is successful, we retain the right to deduct the CashBack paid into your Mox Account on that transaction from your Mox Account in our absolute discretion.
- (j) During the period from when you have notified us to close your Mox Account until the actual date of its closure, we will continue paying you CashBack on any eligible settled transactions. If for any reason any CashBack cannot be paid into your Mox Account prior to its closure, you will forego that unpaid CashBack. No CashBack will be paid to you after your Mox Account has been closed.
- (k) If you close your Mox Account within 12 months of when you opened it, prior to us completing the closure of your Mox Account, we will:
  - (i) deduct the total amount of CashBack paid to you ("CashBack Repayment"), from your Mox Account; or





- (ii) if your Mox Account does not have sufficient balance to cover the CashBack Repayment, require you to deposit additional funds into your Mox Account which we will then deduct from your Mox Account to cover the CashBack Repayment.
- (I) You will not receive any CashBack for so long as your Mox Account is suspended.
- (m) We may not make CashBack payments, and retain the right to deduct any CashBack paid into your Mox Account from your Mox Account:
  - (i) if the transaction to which the CashBack relates is in dispute;
  - (ii) if we believe that a transaction has been initiated for an improper purpose. For example, initiating and cancelling transactions or changing from spending with your Mox Card from your Mox Account to spending with Mox Credit (or vice versa) with the intent to earn CashBack or additional CashBack, are improper purposes; or
  - (iii) for any other reason we deem appropriate.
- (n) You are only entitled to participate in a CashBack offer once. We reserve the right to cancel any CashBack offer provided to any person who seeks to participate in it more than once, for example by closing and opening more than one Mox Account, and to otherwise refuse, suspend or cancel a person's participation in a CashBack offer for any reason we deem appropriate.
- (o) By participating in any CashBack offer, you acknowledge that some of the CashBack Merchants (and/or their affiliates) may be direct or indirect shareholders of Mox (collectively, the "Mox Business Partners"). As a result, the Mox Business Partners and Mox may receive benefits directly or indirectly in connection with a CashBack offer and your participation in it. The nature, amount and method of calculating any such benefits may be varied at any time. Each of the Mox Business Partners and Mox are entitled to retain any such benefits for its own account and benefit absolutely without having to make any prior disclosure to you. The Mox Business Partners and Mox may also offer benefits or advantages to each other in connection with a CashBack offer.
- (p) If any dispute arises in relation to any CashBack offer, our decision is final. This includes any decision(s) with respect to CashBack Rates, CashBack Merchants, applicable Caps, the list of ineligible transactions or the CashBack transaction records.

#### 9. Protecting Your Money

- (a) You must protect your Mox Card, PIN and device to make sure that only you can use them. You should refer to the security advice we will provide you from time to time.
- (b) If you do not protect your Mox Card, PIN and device, we may not give you back any money another person takes out of your accounts without your permission.





- (c) To protect your Mox Card:
  - (i) sign your Mox Card as soon as you receive it;
  - (ii) always keep it in a safe place; and
  - (iii) never lend your Mox Card to anybody or tell anyone your PIN.
- (d) To protect your PIN:
  - do not choose a pin 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); and
  - (ii) do not share it with any other person, or write it down on your Mox Card or anything usually kept with or near it.

Remember, you can always change your PIN in the Mox app if you forget it!

- (e) You must also safeguard your Mox Card PIN for identity authentication purposes.
- (f) You must **lock your Mox Card** on the Mox app straight away if you suspect that:
  - (i) your PIN has been disclosed to or used by any unauthorised person;
  - (ii) any other person has gained unauthorised possession of your Mox Card or used your Mox Card improperly; or
  - (iii) your Mox Card is lost or stolen.
- (g) You must also **let us know** via the Mox app if:
  - (i) your Mox Card is lost or stolen; or
  - (ii) someone else knows your PIN.
- (h) Until we receive such notice, you may be bound by any transaction by any person whether or not authorised by you. Provided you have not acted fraudulently, been grossly negligent, or have not otherwise failed to let us know as soon as reasonably practicable after having found that your Mox Card has been lost or stolen, your liability prior to us receiving notification of such lost or stolen Mox Card is limited to HKD500.

You will however be liable for all losses if you have:

- (i) acted fraudulently or been grossly negligent;
- (ii) failed to let us know as soon as reasonably practicable after having found that your Mox Card has been lost or stolen; or
- (iii) otherwise failed to follow the safeguards or meet your obligations set out in this clause 9 or other recommendations or terms we





provide to you from time to time regarding the safety and security of your Mox Card and the PIN, and your failure has caused the loss.

#### 10. Third Party Services Offered With Your Mox Card

- (a) We may enter into arrangements with third parties (such as card service providers and merchants) to offer you additional services or features on your Mox Card.
- (b) These are provided to you on a best efforts basis only. We are not liable for any loss you suffer in connection with these services or features or any delay or failure in providing these services or features.
- (c) Your Mox Card is a Mastercard World Rewards debit card and the use of your Mox Card is also subject to Mastercard terms and conditions, including the Mastercard World Rewards debit card benefits and rules. Mastercard may also give you access to services provided by third parties and you are liable under the terms of any such services. We have no control over, and take no responsibility for, any services provided by third parties or Mastercard.

#### 11. Fees and Charges

- (a) You must pay us the fees and charges in connection with using your Mox Card and accounts. You can see details on these fees in the 'Fees and Charges' section on our website and/or the Mox app.
- (b) In addition, there may be also fees and charges in connection with using your Mox Card imposed by third parties or Mastercard. You may be directly or indirectly subject to such fees and charges. Such fees and charges are determined and calculated by the relevant third parties at their sole discretion. We have no control over, and take no responsibility for, any determination or calculation of such fees and charges.

#### **PART C: Terms for One-Time Password for Online Payments**

In this Part C, "Mox", "we", "us," or "our" refers to:

- (a) Mox or its successors and assigns; or
- (b) any service provider operating the OTP Service on behalf of Mox.

#### 12. Application

- (a) When using the One-time Password ("OTP") service provided by Mox ("OTP Service"), you may be subject to any guidelines or rules applicable to the OTP Service that may be posted from time to time in the Mox app and/or on our website.
- (b) Any new features that augment, enhance or otherwise change the OTP Service are subject to these terms.





#### 13. Authentication

- (a) When making an online transaction and the OTP Service is required, an OTP will be sent to your mobile phone number via SMS or you will be asked to confirm the online transaction using the Mox app.
- (b) You must input the OTP or confirm the online transaction using the Mox app in order to complete the online payment transaction.
- (c) If you are unable to provide your OTP or confirm the online transaction using the Mox app, or if the authentication through the OTP Service otherwise fails, the merchant may not accept your Mox Card in payment for that transaction.
- (d) You agree to the use of the OTP Service to evidence your identity and the use of your Mox Card to make payment for transactions authorised using the OTP Service (including for purposes of authorisation of transactions authorised in advance to recur at substantially regular intervals).

## 14. Security

- (a) You agree to safeguard the confidentiality of your Mox Card number and other verification or personal assurance information established by you with the OTP Service ("Security Data").
- (b) You agree not to transfer or sell your use of, or access to, the OTP Service to any third party.
- (c) If you let any other person use your Security Data or disclose your Security Data to another person, you will be liable for all claims, losses and consequences arising from or in connection with all transactions made using the OTP Service by or with the consent of that person, and all activities that occur using your Security Data.
- (d) If you have contributed to an unauthorised transaction (for example by keeping a written record of your Security Data, failing to take reasonable steps to prevent disclosure of your Security Data to any other person, failing to take reasonable steps to observe any of our security advice in these terms (or that we provide you from time to time), or delay in notifying us of an actual or possible disclosure to any other person of your Security Data) you may be liable for some or all of the losses resulting from the unauthorised transaction.
- (e) You are not liable under this Part C for loss caused by:
  - (i) the negligence, fraud or wilful default of our employees or agents, or parties involved in the provision of the OTP Service;
  - (ii) faults that occur in our systems, including the systems used to provide the OTP Service, unless the faults are obvious or advised by a notice or message;





- (iii) unauthorised transactions occurring before you have established your Security Data; or
- (iv) any other transactions where it is clear that you could not have contributed to the loss.

#### 15. Your Conduct

You agree not to:

- (a) impersonate any person or entity using the OTP Service;
- (b) upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment used by the OTP Service;
- (c) spam or flood our website, the Mox app or the OTP Service;
- (d) modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the OTP Service (including, without limitation, the website) or the software used in connection with the OTP Service:
- (e) remove any copyright, trademark or other proprietary rights notices contained in the OTP Service;
- (f) "frame" or "mirror" any part of the OTP Service (including, without limitation, the website) without the prior written authorisation of Mox;
- (g) use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the OTP Service (including, without limitation, the website) or its contents;
- (h) otherwise interfere with, or disrupt, the OTP Service or servers or networks connected to the OTP Service, or violate these terms or any requirements, procedures, policies or regulations applicable to the OTP Service or of any networks connected to the OTP Service; or
- (i) intentionally or unintentionally violate any applicable local, state, national or international statute, regulation, regulatory guideline or judicial or administrative interpretation, or any rule or requirement established by the service provider in connection with your use of the OTP Service.

## 16. Our Liability

- (a) Unless the law says otherwise:
  - (i) Mox does not give any warranties or conditions (whether express, implied, statutory or otherwise) in relation to the OTP Service, and Mox excludes all implied warranties and conditions;





- (ii) Mox is not liable to you or to any third party for any modification, suspension or discontinuance of the OTP Service;
- (iii) Mox assumes no responsibility and is not liable in anyway whatsoever to you or to any third party for your use of the OTP Service;
- (iv) due to the nature of the OTP Service, Mox is not responsible for any loss of or damage to your data, software and computer, telecommunications or other equipment caused by you using the OTP Service unless such loss or damage is directly and solely caused by our negligence, fraud or wilful default; and
- (v) Mox assumes no responsibility for, and will not be liable for, any damage to, or any viruses which may affect, your computer equipment or other property on account of your access to, use of or downloading from the OTP Service (including, without limitation, the website).

## 17. Dealings With Merchants

- (a) Your use of the OTP Service does not in any way indicate that we recommend or endorse any merchant (regardless of whether the merchant requires use of the OTP Service). For example, Mox does not verify the identity of the merchant or endorse the quality of the merchant's goods or services.
- (b) If there is any inconsistency between our internal records, and information relating to your Mox Card and related account(s) or your use of the OTP Service, our internal records will prevail in the absence of evidence to the contrary.

#### 18. Property Rights

- (a) The OTP Service may be protected by copyright and other applicable laws. Mox and/or its suppliers retain all right, title, and interest in the OTP Service and all content, information, websites, software, and other materials related thereto.
- (b) Some of the names referenced in the OTP Service are trademarks or registered trade marks. You agree not to use any trade marks referenced or any confusingly similar marks for any purpose without the express prior written consent of the relevant owner of the mark.

#### **PART D: Digital Wallet Terms and Conditions**

#### 19. Application

- (a) You agree to these terms if you add your Mox Card to a digital wallet.
- (b) Any terms you agree with your digital wallet provider (including their privacy policy) also apply. We have no control over your digital wallet provider's change of its terms or privacy policy.

## 20. Enrolment, Eligibility and Use of Your Mox Card Through a Digital Wallet





- (a) To be able to use your Mox Card through a digital wallet on your device, you must have a valid mobile phone number registered with us and follow the enrolment instructions and comply with the eligibility requirements set out in the digital wallet or as provided by us.
- (b) We may decline to enrol your Mox Card to a digital wallet, including if:
  - (i) the mobile phone number in our records is incorrect or invalid; or
  - (ii) we determine your Mox Card or account(s) is not in good standing or conducted in a proper or satisfactory manner.
- (c) Once your Mox Card is successfully enrolled to a digital wallet, you can use your Mox Card through the digital wallet to make contactless payments at merchants (provided they accept contactless payments through a digital wallet). You may also be able to make transactions within the Mox app where payment by a digital wallet is accepted.
- (d) We currently do not impose any additional fees for using your Mox Card through a digital wallet. However, your telecommunications or wireless provider may impose fees or charges for your use of a digital wallet, and you are responsible for these. Please make sure you fully understand what, and how much, those fees or charges may be.
- (e) Unless the law says otherwise, we may:
  - (i) terminate the use of your Mox Card through a digital wallet;
  - (ii) modify or suspend the type or dollar amounts of transactions allowed using the Mox Card through a digital wallet;
  - (iii) change your Mox Card's eligibility for use through a digital wallet; and/or
  - (iv) change your Mox Card authentication process.
- (f) If we cancel your Mox Card or it is locked, we will disable your ability to use your Mox Card through a digital wallet (even though you may still see a symbol for your Mox Card in your digital wallet or device).

#### 21. Privacy and Notifications

- (a) You might provide your personal data, Mox Card details and transaction details to the digital wallet provider by enrolling, storing and using your Mox Card through a digital wallet. We have no control of the privacy and security of your personal data and information provided by you to the digital wallet provider, which is governed by the privacy policy of, and any agreement you may have with, the digital wallet provider.
- (b) We will display account and transaction details relating to your Mox Card which has been enrolled in a digital wallet. You may be able to customise or decline





- having such data displayed in a digital wallet. Please check with the digital wallet provider as to whether you can turn off this feature manually.
- (c) Notification messages will be sent to you through a digital wallet by us for services notification or alerting you of any security or precautionary measures. We suggest that you do not deactivate the notification function in the digital wallet.

#### 22. Removing, Replacing, Renewing Your Card in a Digital Wallet

- (a) You can remove your Mox Card from a digital wallet by following the instructions in your digital wallet, as provided by your digital wallet provider. Once you have removed your Mox Card from a digital wallet, you will have to re-enrol your Mox Card if you wish to use it through a digital wallet again.
- (b) If you remove your Mox Card from a digital wallet, you may still continue to use your physical Mox Card and your digital Mox Card on the Mox app for online transactions, provided your Mox Card and account is valid.
- (c) Where your Mox Card is replaced, or we issue a new Mox Card to you, the original Mox Card will be rendered inactive from a digital wallet by us. However, we will update your new Mox Card details in the digital wallet as soon as possible so you can use your new Mox Card through the digital wallet again. You will not be required to enrol your new Mox Card through the digital wallet on your device.
- (d) Your Mox Card may also be removed from a digital wallet as required by the digital wallet provider take a look at your digital wallet provider's terms for details. For security reasons, you might be asked to re-enrol your Mox Card to a digital wallet. If you do not do so, you will not be able to use your Mox Card for any purchase through a digital wallet.

#### 23. Intellectual Property

- (a) The copyright of the contents, including patents, trade secrets, trade marks, service marks, images, graphics, logos displayed (collectively referred to as "intellectual property" in this clause 23) are either owned by or licensed to us or the digital wallet provider. You do not acquire any ownership to the intellectual property by enrolling or using your Mox Card through a digital wallet.
- (b) You agree not to:
  - (i) use, modify, disseminate, edit, adapt or reproduce such intellectual property without our prior consent; or
  - (ii) challenge their validity or our ownership of or rights to them.

#### 24. Disclaimers

(a) We are not the provider of digital wallets and we do not give any warranty over the use of a digital wallet.





- (b) We are not responsible for the performance of the digital wallet provider or any other third parties regarding any arrangement or agreement you enter into with them in relation to a digital wallet.
- (c) There are some things that we are not responsible for because they are out of our control or they relate to how a digital wallet works or some other system that the digital wallet provider uses, including:
  - (i) the performance or operation of your device;
  - (ii) the performance or operation of a digital wallet; and
  - (iii) if the digital wallet provider stops or suspends you from using a digital wallet or your device no longer works with a digital wallet.
- (d) You acknowledge that your use of your Mox Card through a digital wallet may be disrupted or terminated for reasons outside our control, and we will not be liable for any claim arising from or related to your use of (or failure to use) your Mox Card through a digital wallet.
- (e) You agree not to carry out any action or otherwise use any device, software or routine to interfere or attempt to interfere with the proper working of your Mox Card or a digital wallet, including circumventing or attempting to circumvent any user authentication or security measures that have been put in place in this respect.

Last updated: 16 January 2023





## 戶口及卡管理條款及細則 (一般條款及細則附表 1)

## A 部: 您的戶口

#### 1. 戶口的操作

- (a) 我們為您於 Mox 應用程式開立戶口後, 您即可開始使用您的戶口。
- (b) 除非另有所指,您的戶口均沒有最低或最高結餘限制。
- (c) 我們可就戶口的使用或功能推出、指定或更改任何條件,包括:
  - (i) 推出、指定或更改存入資金至戶口、從戶口提取存款或付款的方式;
  - (ii) 指定、更改或撤銷任何戶口的可接納幣種;及/或
  - (iii) 接納或拒絕您作出的任何指示以存入資金至戶口、從戶口提取存款或付款。
- (d) 存入戶口的每筆存款均須待最終付款或結算,這表示在付款全數最終收妥或結清 前,有關款項或不可動用。
- (e) 如有任何款項被錯誤入賬,我們可從有關戶口取回誤轉款額。
- (f) 我們可能會將您在 Mox 的任何戶口中的資金兌換成不同的貨幣(按兌換時我們的現行匯率),以償還我們要求或適當的款項或就您的任何戶口及/或您使用我們的產品及/或服務所欠負我們及到期的款項,並扣除我們由此兌換而產生的任何費用。

#### (g) 您明白及確認:

- (i) Mox Bank Limited(「Mox」)是香港的存款保障計劃的成員(該「計劃」)。 Mox 接受的合資格存款受計劃保障,最高保障額為每名存款人港幣 500,000 元(包括本金及利息)。存於 Mox 的戶口之存款是符合計劃保障資格的存款;及
- (ii) 儘管本附表 1 第 1(f)(i)條所述,定期存款戶口(定義見本附表 1 第 4(a)條)中的存款符合計劃保障的資格,惟該存款的存款期不超過 5 年。如定期存款戶口的存款之存款期超過 5 年,則不受該計畫保障。

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#### 2. Mox 戶口

- - (i) 將會在我們告知您已成功完成開戶手續後,以您的名義開立;
  - (ii) 會獲編配—個戶口號碼;
  - (iii) 可用於:
    - (A) 港元儲蓄、日常以港元作購買、付款及轉賬(受制於一般條款及 細則附表 2);
    - (B) 港元以外的貨幣(在本條款中稱為「**外幣**」)儲蓄;及
    - (C) 以美元收取款項及轉賬(受制於一般條款及細則附表2);及
  - (iv) 不設月費。
- (b) 不提供支票服務。
- (c) 您須時刻留意您 Mox 戶口內的結餘。您只能在您的 Mox 戶口中提取及/或支付以港元為單位的資金。您必先根據本附表 1 第 6 條將您 Mox 戶口中的外幣兌換成港元,方可進行提取及/或支付。
- (d) 如您試圖使用您的 Mox 卡 (定義見本附表 1 第 B 部) 提取或支付超過您 Mox 戶口結餘的港元,您的交易通常會被拒絕。然而,在某些情況下,您可使用您的 Mox 卡提取或支付超過您 Mox 戶口結餘的港元。在這情況下,您欠負我們這筆款額,並須立即在 Mox 戶口存款或兌換您 Mox 戶口的款項,致使您 Mox 的港元結餘不再透支。否則,我們可從您的其他戶口扣取款額以結算透支金額。
- (e) 即使您的 Mox 戶口已結束, 您仍有責任向我們支付任何透支金額。
- (f) 在您的 Mox 戶口持續透支期間,我們可向您收取費用及/或利息。有關費用及利息的詳細資料請見 Mox 應用程式及/或我們的網站。

#### 3. 目標戶口

(a) 除 Mox 戶口外,您亦可在 Mox 應用程式開立港元附屬戶口(「**目標戶口**」)。 此舉讓您可把您所有或部分港元與您的 Mox 戶口的款項分開存放。





- (b) 您的目標戶口不可透支。
- (c) 您的目標戶口不會獲編配戶口號碼。

#### 4. 定期存款戶口

- (a) 您可不時於 Mox 應用程式開立定期存款(「定期存款戶口」)。
- (b) 我們會於 Mox 應用程式及/或網站顯示:
  - (i) 適用於定期存款戶口的貨幣、最低及/或最高存款限額(如有)及存款期; 及
  - (ii) 我們容許您同時開立定期存款戶口的任何數目限制。
- (c) 我們將會要求您選擇存款之本金、存款期、貨幣及/或提供任何其他資料以開立定期存款戶口。當我們收到您開立定期存款戶口的指示,我們將按照您的指示,由您所選擇的戶口扣減本金金額並存入至您的定期存款戶口。
- (d) 我們會按酌情權決定,是否容許您在定期存款到期前提取全部或部分存款。如我們容許,我們可按酌情權按您的指示讓你提前提取該存款,您須支付我們的任何損失、合理費用及於 Mox 應用程式及/或我們的網站的「收費及手續費」部分所顯示的收費或手續費。
- (e) 在定期存款戶口內的存款之到期日,定期存款戶口的所得款項(包括本金及/或任何累計利息)將:
  - (i) 轉至您開立定期存款時所指定的戶口。本金及利息可於不同時間轉至該指 定戶口;或
  - (ii) 受制於我們不時向您提供關於定期存款戶口的存款到期時的任何選項(顯示於 Mox 應用程式及/或我們的網站)。

#### 5. 您存款可賺取的利息

- (a) 你於 Mox 的戶口的存款可賺取利息。
- (b) 我們現行存款的利率顯示於 Mox 應用程式及/或我們的網站。我們的存款利率可能會不時變動。
- (c) 利息會被截至小數點後兩個位(即小數點後第3個位不被計算)。





- (d) 就您於 Mox 的儲蓄戶口的存款:
  - (i) 您只能從您以港元為單位的若干存款金額賺取利息,並可於 Mox 應用程式及/或我們的網站上顯示該限額(「**港元利息限額**」)。即是,當儲蓄戶口中的所有港元存款的總額超出港元利息限額,超出部分將不會賺取任何利息。

我們亦可就您的任何外幣存款設置您可以賺取利息的限額。我們會在 Mox 應用程式及/或我們的網站上顯示任何該限額;

- (ii) 我們以每日結束時按該等戶口的結餘及根據計算時合資格賺取利息的存款 計算利息。
- (iii) 除非我們另行通知您,否則我們會每日分別將您的該些存款所賺取的利息 支付至相應戶口。
- (iv) 在任何存款實際結算並轉至您的相應戶口前,不會累計利息。換言之,只有在相應戶口存有款項的情況下,才會賺取利息。任何款項一旦離開您的戶口,即這筆款項不會賺取任何利息。即使一項交易存有爭議,而該具有爭議之金額其後退還予相應戶口,該爭議款項在實際結算及撥回相應戶口前,不會賺取利息;及
- (v) 如您的戶口已關閉,您的合資格存款賺取的利息將存入任何該等戶口計算 至關閉戶口前的曆日(但不包括關閉戶口當日)。
- (e) 就您定期存款戶口的存款:
  - (i) 您將按開立定期存款戶口時同意的利率由設立日(包括設立當日)至到期日前一日(即不包括到期當日)於本金賺取單利息;
  - (ii) 你從該些存款所賺取的利息將根據本附表 1 第 4(e)條支付;及
  - (iii) 如你於到期日前提取任何存款,你將不會就該存款獲取利息。

#### 6. 貨幣兌換

(a) 您可以在 Mox 應用程式內將 Mox 戶口中的資金兌換成不同的貨幣。我們會在 Mox 應用程式及/或我們的網站上顯示您可以將其兌換成哪些貨幣。





- (b) 我們將按兌換時的現行匯率進行貨幣兌換,其時的現行匯率會在兌換時於 Mox 應 用程式上顯示。
- (c) 當您在 Mox 應用程式上將您的資金兌換成不同的貨幣時,您必須兌換足夠的貨幣以支付我們可能會就向您的兌換貨幣收取的費用及收費。您可以在 Mox 應用程式及/或我們的網站上查看該等費用和收費的詳細資料。
- (d) 在按照您要求兌換任何貨幣之前,我們可能會要求您提供額外的資料或文件,例如 如,以證明該兌換符合適用法律。
- (e) 當我們代表您進行貨幣兌換時:
  - (i) 我們將從您在 Mox 戶口中的存款中扣除您要求出售之貨幣的金額;以及
  - (ii) 我們將扣除所有適用於兌換費用和收費後,按您要求購買的貨幣增加您 Mox 戶口中該貨幣的存款。
- (f) 我們可能會限制您每天可要求貨幣兌換的次數以及您可以就每筆貨幣兌換交易出售及/或購買的金額。我們會在 Mox 應用程式及/或我們的網站上顯示上述的限制。我們也可能會拒絕您任何貨兌換幣的要求,而無需向您給予任何通知或理由。
- (g) 您的 Mox 戶口中持有的外幣以及所有與外幣相關的交易均受適用的外匯管制法律 約束。
- (h) 如果我們不再提供某種貨幣,我們可能會將該貨幣的存款轉換為我們自行決定的 另一種貨幣。
- (i) 請注意,貨幣兌換涉及風險。您可能會因在 Mox 應用程式上兌換貨幣(包括因匯率波動)而蒙受損失。您確認您在 Mox 應用程式上兌換貨幣是為按照您自己的意願並自行承擔風險。

## B部: 您的 Mox 卡 (適用於所有客戶)

#### 7. 您的 Mox 卡

- (a) 當我們為您開立 Mox 戶口時, 我們會:
  - (i) 向您提供一張電子 Mox 卡 (在 Mox 應用程式);及
  - (ii) 向您發出實體 Mox 卡。





- (b) 就本條款而言,您的「**Mox 卡**」包括您的:
  - (i) 實體 Mox 卡;
  - (ii) Mox 應用程式内的電子 Mox 卡;及
  - (iii) 您已加進電子錢包的 Mox 卡。
- (c) 您的 Mox 卡屬 Mox 的財產,並不可轉讓。
- (d) 您的 Mox 卡資料 (包括您的卡號碼、CVV 保安號碼及屆滿日期)不會於您的 Mox 卡上顯示。這些資料會載於您的 Mox 應用程式。在您的 Mox 卡到期前六個月,我們會就有關更換新卡通知您。
- (e) 我們可不時向您提供可透過 Mox 卡取用的其他服務。我們會在 Mox 應用程式及/ 或我們的網站通知您這些服務的消息。

#### 7.1 您的實體 Mox 卡

- (a) 在使用您的實體 Mox 卡前,您須先透過 Mox 應用程式啟動 Mox 卡,並選擇一個 6 位數字私人密碼。您可隨時使用 Mox 應用程式更改您 Mox 卡的私人密碼。
- (b) 您的實體 Mox 卡在下列情況下必須被銷毀:
  - (i) 您的 Mox 戶口結束;
  - (ii) 本條款終止;或
  - (iii) 您的 Mox 卡到期、被取消或我們向您發出新的 Mox 卡。

#### 7.2 將您的 Mox 卡加入電子錢包

您可選擇將您的 Mox 卡加到電子錢包,並使用電子錢包購買,而無須直接使用您的 Mox 卡。您這樣做即您同意載於 D 部的電子錢包條款及細則及電子錢包供應商另行指定的任何 個別條款及細則。

#### 7.3 使用您的 Mox 卡

- (a) 即使您尚未收到您的實體 Mox 卡,在我們開立您的 Mox 戶口後,您可以:
  - (i) 在 Mox 應用程式上使用您的電子 Mox 卡進行網上交易;及





(ii) 將您的電子 Mox 卡加到電子錢包,並於(適用的)銷售點用作進行交易。

收到我們向您發出的實體 Mox 卡後,您可使用您的實體 Mox 卡於可用的自動櫃員機或(適用的)銷售點從您的 Mox 戶口的港元存款提取現金。

- (b) 您可在任何接受萬事達卡的地點使用您的 Mox 卡。
- (c) 如果我們批准您的 Mox Credit 申請 (請參閱一般條款及細則附表 3),您可以使用 Mox 應用程式自由轉換將您的 Mox 卡連結至您的 Mox 戶口和 Mox Credit。當 您的 Mox 卡:
  - (i) 連結至您的 Mox 戶口時,往後所有由萬事達卡網絡所處理的 Mox 卡交易 (包括任何您之前在設有 Mox Credit 的 Mox 卡上設立的任何自動轉賬和 其他常設安排,以及任何退款) 將以港元從您的 Mox 戶口扣取 (或在退 款的情況下則為存入); 或
  - (ii) 連結至您的 Mox Credit 時,您往後所有 Mox 卡交易都將根據一般條款 及細則附表 3 來進行和處理 (適用於您使用 Mox Credit 時)。

如果您沒有 Mox Credit,所有交易(包括您之前在 Mox 卡上設立的任何自動轉 賬和其他常設安排以及任何退款)將以港元從(或在退款的情況下則為存入)您 的 Mox 戶口中扣除。

- (d) 我們從您的 Mox 戶口或任何目標戶口扣賬的權利不受您與第三方之間的爭議影響。
- (e) 我們可就 Mox 卡交易或現金提款施加限制,不論就每項或在一段期間而言。 Mox 應用程式載有這些限制的詳細資料。就如何設定您使用 Mox 卡的個人限制,請參 閱本附表 1 第 7.5 條。
- (f) 您不得使用(或容許他人使用)您的 Mox 卡:
  - (i) 購買對 Mox 構成營運、聲譽或合規風險的貨品或服務;
  - (ii) 作任何非法活動(包括購買就香港法律或作出購買所在國家而言本身屬違法或禁止的貨品或服務);
  - (iii) 支付有關賭博、打賭或投注活動;或
  - (iv) 以任何形式違反 Mox 對香港金融管理局的責任。





如您知悉或懷疑您的 Mox 卡已作(或可能作)上述任何用途,您必須立即通知我們。

#### (q) 我們概不負責:

- (i) 任何商戶、金融機構或其他人士拒絕接受您的 Mox 卡; 或
- (ii) 任何商戶、金融機構或其他人士向您供應的貨品或服務的任何故障或不 足。您必須自行解決針對任何商戶、金融機構或其他人士的任何投訴,對 以上各方的任何申索概不可對我們作出或抵銷。
- (h) 您可要求我們更新或更換您的 Mox 卡,例如,如您現有的 Mox 卡遭損壞、遺失或被盜竊。
- (i) 我們可取消或拒絕重新發出、更新或更換您的 Mox 卡,而無須給予您任何通知或 理由。
- (j) 您可致電我們的聯絡服務部(電話: +852 2888 8228), 就使用您的 Mox 卡進行的任何交易提出爭議。爭議將由我們的爭議專責小組處理,他們可能要求您提供更多資料。如您的爭議不成立,您可能需要為此付費。

#### 7.4 使用您的 Mox 卡作外幣交易及在海外處理的交易

- (a) 如您使用您的 Mox 卡在海外 (適用的) 銷售點作出購買,或以外幣購買貨品或服務 (或就該等以外幣購買的貨品獲得退款),於交易之時:
  - (i) 外幣交易金額將按萬事達卡提供的外匯匯率兌換為港元;
  - (ii) 我們會從您的 Mox 戶口扣取港元款額或計入 Mox Credit (如適用) (或如屬退款,我們會將港元存入您的 Mox 戶口或入賬至 Mox Credit (如適用));及
  - (iii) 我們將收取外幣兌換手續費,並將外幣兌換手續費從您的 Mox 戶口中扣除或計入 Mox Credit (如適用)。有關如何計算此外幣兌換手續費的詳情,請參閱我們網站及/或 Mox 應用程式上的收費及手續費部分。

部分以港元顯示的網上交易會在海外處理,並可能產生外匯附加費。如有疑問,請先向有關零售商查詢。

(b) 如果您使用您的 Mox 卡進行港幣簽賬(包括退款),不論是在香港還是海外,而 該交易因商戶或收單機構是在海外註冊而被視為在海外處理,我們會就該交易收





取跨境港幣交易手續費。如您不確定特定的商戶或收單機構是否被視為在海外註冊,請在進行相關的 Mox 卡交易前與該商戶核實。

- (c) 如您在香港以銀通自動櫃員機提取外幣,外幣交易金額將會兌換成港幣,其外幣 匯率將根據提供自動櫃員機服務的銀行而定。也請注意,除我們可能收取的任何 費用外,提供自動櫃員機服務的銀行亦可能會就此等現金提取收取費用和收費。
- (d) 如您透過 Mox 應用程式啟動海外自動櫃員機功能,您可使用您的實體 Mox 卡在海外 (適用的) 自動櫃員機提取現金:

## (i) (於海外銀通自動櫃員機提款)

- (A) 外幣交易金額將按銀通提供的外匯匯率兌換為港元;
- (B) 我們會從您的 Mox 戶口扣取港元款額(或在現金透支的情況下, 將其計入 Mox Credit),及我們可能收取的任何費用;及

#### (ii) (於海外萬事達卡自動櫃員機提款)

- (A) 外幣交易金額將按萬事達卡提供的外匯匯率兌換為港元;
- (B) 我們會從您的 Mox 戶口扣取港元款額(或在現金透支的情況下, 將其計入 Mox Credit),及我們可能收取的任何費用;及
- (C) 我們將收取外幣兌換手續費,並將外幣兌換手續費從您的 Mox 戶口中扣除或計入 Mox Credit (如適用)。有關如何計算此外幣兌換手續費的詳情,請參閱我們網站及/或 Mox 應用程式上的收費及手續費部分。

請注意,除我們收取的費用外,提供自動櫃員機服務的(海外)當地銀行可能會就您使用實體 Mox 卡在海外提取現金,而收取額外的費用。

#### 7.5 鎖上您的卡及支付限額

您可使用 Mox 應用程式:

- (a) 隨時鎖上您的 Mox 卡 任何使用您的 Mox 卡試圖作出的付款將被拒絕;
- (b) 為您的 Mox 卡解鎖 以容許透過您的 Mox 卡付款;及





(c) 設定及更改您使用您的 Mox 卡付款或現金提款的個人限額。您亦可在旅遊前,透過香港境內的銀通自動櫃員機更改您的海外自動櫃員機提款限額。

#### 8. 您的 Mox 卡 CashBack

#### 8.1 一般事項

- (a) 我們將不時在您使用 Mox 卡在香港或海外進行合資格交易時將現金回贈至您的 Mox 戶口。我們稱之為「CashBack」。
- (b) 您享有 CashBack 的權利受本第 8 條(適用於我們可不時向您提供的所有 CashBack 類別)及 Mox 應用程式及/或我們網站指定的任何額外條款(包括 Mox CashBack 列表及 Mox 免責聲明)所規管。當任何該等額外條款與本第 8 條 有任何不一致,概以該等額外條款為準。
- (c) Mox CashBack 列表載列使用您的 Mox 卡消費現時可獲得的 CashBack 優惠詳情,包括您以 Mox 卡(使用您的 Mox 戶口)及 Mox Credit 進行合資格交易所適用的 CashBack 比率、我們的特選 CashBack 商戶(及適用於他們的任何特定 CashBack 比率)、CashBack 付款的適用上限,以及 CashBack 優惠及上限適用的期間。

我們可未經通知而不時更改 Mox CashBack 列表的資料,請定期查閱。

(d) 我們可全權酌情隨時就任何 CashBack 優惠指定、更改、修改、暫停、終止或作 出任何決定而無需通知。

#### 8.2 CashBack 比率

- (a) CashBack 付款將按照您的 Mox 卡合資格交易金額根據一個指定百分比計算 (「CashBack 比率」)。
- (b) 適用的 CashBack 比率:
  - (i) 由我們全權酌情決定,並列明於 Mox CashBack 列表内;
  - (ii) 可不時更改,並可降低至百分之零(0%);及
  - (iii) 就使用您的 Mox 戶口與使用 Mox Credit 進行的 Mox 卡交易可能各有不同,而在部分 CashBack 商戶之間亦可能不同。





(c) 受制於本附表 1 第 8.4(f)條,每項合資格交易只會用最高適用的 CashBack 比率做結算。只有一個最高適用 CashBack 比率適用於合資格 CashBack 的每項交易。例如,若可自某 CashBack 商戶獲得的 CashBack 回贈比率為 3%,而否則無上限 CashBack 比率 1%則告適用,您的 CashBack 比率僅為 3% – 您不會(同時)取得 1%的無上限 CashBack 比率。

#### 8.3 CashBack 商戶

- (a) 我們可增加或刪除 Mox CashBack 列表所顯示的 CashBack 商戶名單中的商戶而 無需通知。我們無需就 CashBack 商戶的任何變動而對您承擔責任。
- (b) 若某商戶並非(或不再)列名於 Mox CashBack 列表,則僅無上限 CashBack 比率(如適用)將適用於在該商戶進行的任何合資格交易。
- (c) 我們可以在 Mox 應用程式及/或我們的網站指定適用於某些 CashBack 商戶的任何特別或額外條款。
- (d) CashBack 商戶可能不時指定您可以獲得的第三方優惠。若我們沒有通知您有關任何該等第三方優惠,或若 Mox 應用程式及/或我們的網站內對任何第三方優惠的描述不準確,我們無需就此承擔責任。任何該等向您提供的第三方優惠的規定均受我們網站及/或 Mox 應用程式上的 Mox 免責聲明規限。

#### 8.4 CashBack 付款上限

- (a) 我們可以就您可在一段期間內收取的任何及所有 CashBack 付款的港元金額總數 設定上限(「**上限**」)。
- (b) 任何上限及相關的時限、CashBack 商戶、CashBack 比率及/或其可能適用的交易將載列於 Mox CashBack 列表。
- (c) 若交易被退款或退還,不論我們有否自您的 Mox 戶口扣回有關的 CashBack 付款,我們概不會重新設定或重新調節適用上限(亦不會重新設定或重新調節您對它的使用)。例如,若您賺取的 CashBack 相等於一項交易的適用上限,即使該項交易其後被退還,而我們自您的 Mox 戶口扣回部分或全部已賺取的CashBack,您亦無權於有關期間就該上限適用的合資格交易取得任何額外CashBack。
- (d) 若您有時以 Mox Credit 消費,有時改以您的 Mox 卡(使用 Mox 戶口)消費 (反之亦然),我們不會重新設定或重新調節適用上限(亦不會重新設定或重新 調節您對它使用)。例如,若您賺取的 CashBack 相等於一項 Mox Credit 交易的





適用上限,若您改為以 Mox 卡 (使用 Mox 戶口) 消費,然後再度改爲以 Mox Credit 消費,適用上限不會重新設定。

- (e) 在您賺取的 CashBack 達到適用上限後,您仍可能有權就合資格交易賺取另一形式的 CashBack。
- (f) 若單一項合資格易導致您賺取的金額超過適用上限,您將收取達到該上限的 CashBack,以及就餘下交易價值收取任何其他形式的適用 CashBack。我們將就 任何合資格交易的交易價值,在含上限的 CashBack(不超過適用上限)與任何其 他適用形式的 CashBack 之間作出分配。

#### 8.5 CashBack 資格

- (a) 我們不會就以下各項向您支付 CashBack:
  - (i) 您的戶口所賺取的任何利息;或
  - (ii) 不合 CashBack 資格的任何交易類型或商戶,該資格由我們根據我們持有的交易紀錄最終全權酌情決定(若有任何不符,我們持有的紀錄為最終及不可推翻)。
- (b) 以下交易類型為可能構成「不合資格交易」,因此**不**合資格賺取 CashBack 的例子:
  - (i) 您以 Mox 卡進行的屬於由我們(全權酌情)或萬事達卡(酌情)不時指 定的某些商戶代碼或類別的交易。例如,商戶可更改其商戶代碼,萬事達 卡亦可更改他們對商戶或交易類型的分類,這可能影響您的 CashBack 資 格;
  - (ii) 賭博或博彩交易,包括政府許可的賽馬/賽狗;
  - (iii) 提取現金;
  - (iv) 現金貸款或結餘轉賬;
  - (v) 利用電子錢包付款(透過 Google Pay 或 Apple Pay 付款的大部分情況除外);以及購買或充值儲值卡的交易(包括但不限於透過電子錢包或任何其他途徑充值八達通戶口之交易);
  - (vi) 有關虛擬貨幣的付款;





- (vii) 利用您的 Mox 卡或 Mox 戶口傳送或轉移現金(不論以電子或其他方式);
- (viii) 向金融機構(包括經紀及交易商)付款;
- (ix) 由萬事達卡所指定的賬單繳付、稅項繳付或保險繳付;
- (x) 購買外幣、匯票或旅遊支票;
- (xi) 支付財務費用或收費;
- (xii) 由我們(由我們全權決定)或萬事達卡(由他們全權決定)指定為「郵 購」或「郵遞服務」的交易或「客運服務」的交易;及
- (xiii) 由萬事達卡所指定的購買獎賞計劃或會籍。
- (c) 我們並無義務在您進行交易前澄清哪些交易類型或商戶合資格或不合資格賺取 CashBack、任何適用 CashBack 比率或上限。我們無需就合資格或不合資格賺取 CashBack 的交易類型或商戶名單的更改,或任何適用 CashBack 比率或上限的更 改對您承擔責任。
- (d) 由於不合資格賺取 CashBack 的交易類型可不時更改,您先前可賺取 CashBack 的交易其後可能會不合資格賺取 CashBack。同樣地,您亦有可能自先前屬不合資格賺取 CashBack 的交易收到 CashBack。

#### 8.6 CashBack 的支付

- (a) 我們僅會根據已結算交易將所有 CashBack 款項以港元存入您的 Mox 戶口。
- (b) 金額少於 0.005 港元的 CashBack 一律下調至最接近仙位,而相等於或超過 0.005 港元的金額將上調至最接近仙位。
- (c) 若 CashBack 優惠僅於一段特定期間適用或僅受限於某些條件(於 Mox 應用程式 及/或我們的網站上所指定的額外條款(包括 Mox CashBack 列表)所列的),我 們僅會就該期間屆滿前獲我們批准或授權的任何合資格交易或在您滿足特定條件 後(如相關),根據該等額外條款向閣下支付 CashBack(受限於任何適用上限)。請參閱 Mox CashBack 列表以查看閣下在任何該期間屆滿後有權獲得的 CashBack 或獲得條件(如相關)。
- (d) 您透過 Mox 應用程式所收到的有關您的 Mox 卡的每項認可交易通知亦將註明您 於交易已結算後合資格取得的任何 CashBack。





- (e) 由於我們僅根據已結算交易向閣下支付 CashBack,在交易待決或已獲批准並可賺取 CashBack 後,CashBack 可能仍有數日未能在您的 Mox 戶口顯示。我們實際 誌賬入您的 Mox 戶口的 CashBack 可能與我們在交易狀態仍為「處理中」或已獲 批准時通知您的金額可能有所不同。我們可就 CashBack 付款的計算方法作出任何決定,並且無需就通知您的 CashBack 金額與實際誌賬入您的 Mox 戶口的 CashBack 金額(如有)之間的任何差異承擔責任。
- (f) 無論您如何完成交易,您不可就單一項交易取得超過一次 CashBack 付款。例如,若您透過另一 CashBack 商戶的平台(即第三方轉銷商)購買某 CashBack 商戶的產品,您將不會取得 CashBack 兩次。
- (g) 您可以在 Mox 應用程式的 CashBack 詳情頁面查閱您已賺取的任何 CashBack。
- (h) 對於合資格賺取 CashBack 的海外交易而言:
  - (i) 外幣交易金額將按由萬事達卡提供的匯率兌換為港元。萬事達卡及 Mox 亦會就此加上溢價;及
  - (ii) CashBack 金額將按以下總額計算:
    - (A) 經兌換為港元的交易金額;加上
    - (B) 有關溢價。
- (i) 若您因某項其後出現下列情況的交易獲得 CashBack:
  - (i) 已退款或已退還(全部或部分),我們可以隨時從您的 Mox 戶口扣回您 因該項交易(或該交易的相關部分)所賺取的 CashBack(不論該已退款 或已撤銷的交易是否使用連結至您的 Mox 戶口或 Mox Credit 的 Mox 卡 進行)。例如,若您就一項 Mox Credit 交易獲得退款,我們可從您的 Mox 戶口扣回您就該項退款交易(或該交易的相關部分)賺取的任何 CashBack,期間您有否轉換您的 Mox 卡連結至您的 Mox 戶口並不重 要。若您以您的 Mox 卡 (使用您的 Mox 戶口) 作出的交易獲得退款,而 期間您已(或並没有)轉換您的 Mox 卡連結至您的 Mox Credit,上述條 款亦同樣適用;或
  - (ii) 若您交易提出爭議且申索成功,我們保留權利全權酌情決定自您的 Mox 戶口扣回已向您的 Mox 戶口支付的 CashBack。





- (j) 在您通知我們結束您的 Mox 戶口至戶口實際結束之日期間,我們將繼續就任何已 結算的合資格交易向您支付 CashBack。若因任何理由未能於 Mox 戶口結束前將 CashBack 誌賬入您的 Mox 戶口,您將放棄該未支付的 CashBack。您的 Mox 戶口結束後,我們將不會向您支付 CashBack。
- (k) 若您在開立 Mox 戶口後 12 個月內結束戶口,在我們完成結束您的 Mox 戶口之前,我們會:
  - (i) 自您的 Mox 戶口扣回已向您支付的 CashBack 總金額(「**CashBack 還款**」;或
  - (ii) 如果您的 Mox 戶口沒有足夠的餘額來支付 CashBack 還款,要求您將額 外資金存入您的 Mox 戶口,以便我們從您的 Mox 戶口中扣除這些金額以 支付 CashBack 還款。
- (I) 您的 Mox 戶口被凍結期間,您將不會收取任何 CashBack。
- (m) 於以下情況我們未必會作出 CashBack, 並且保留權利自您的 Mox 戶口扣回已向您的 Mox 戶口支付的任何 CashBack:
  - (i) 若與 CashBack 有關的交易涉及爭議;
  - (ii) 若我們相信某項交易具有不當目的。例如反覆進行及取消交易以賺取 CashBack,或由以您的 Mox 卡 (使用您的 Mox 戶口)消費改為以您的 Mox Credit消費(反之亦然),目的為賺取 CashBack或額外 CashBack,即屬不當目的;或
  - (iii) 我們認為恰當的任何其他理由。
- (n) 您只可參加 CashBack 優惠一次。我們保留權利取消提供予嘗試參加多過一次 (例如透過結束及開立超過一個 Mox 戶口)的任何人士的任何 CashBack 優惠, 以及基於我們認為適合的任何理由拒絕、暫停或取消一名人士參與任何 CashBack 優惠。
- (o) 您若參加任何 CashBack 優惠,即表示確認部分 CashBack 商戶(及/或其關聯人士)可能為 Mox 的直接或間接股東(統稱「**Mox 業務夥伴**」)。因此,Mox 業務夥伴及 Mox 可直接或間接收取與 CashBack 優惠及您的參與有關的利益。任何有關利益的性質、金額及計算方法均可能隨時更改。Mox 業務夥伴及 Mox 均有權為其本身絕對保留任何有關利益而無需事先向您作出任何披露。Mox 業務夥伴及 Mox 亦可就 CashBack 優惠給予對方利益或好處。





(p) 若因任何 CashBack 優惠產生爭議,我們的決定將為最終決定。這包括有關 CashBack 比率、CashBack 商戶、適用上限、不合資格交易名單或 CashBack 交 易紀錄的任何決定。

#### 9. 保護您的款項

- (a) 您必須保護您的 Mox 卡、私人密碼及裝置,以確保只有您方可使用。您應參考我們不時向您提供的保安建議。
- (b) 如您未能保護您的 Mox 卡、私人密碼及裝置,我們不會向您補還其他人士未經您 許可而從您的戶口提取的任何款項。
- (c) 為保護您的 Mox 卡:
  - (i) 收到 Mox 卡後, 您應盡快簽署;
  - (ii) 時常保存 Mox 卡在安全位置;及
  - (iii) 永不將您的 Mox 卡借予任何人士或告訴任何人士您的私人密碼。
- (d) 為保護您的私人密碼:
  - (i) 不要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;及
  - (ii) 不與任何其他人士分享您的私人密碼,或在您的 Mox 卡或與 Mox 卡通常 一同保存或在其附近的任何物品記錄密碼。

謹記,如您忘記您的私人密碼,您可隨時在 Mox 應用程式更改私人密碼!

- (e) 您須妥善保管用作身分核實的您的 Mox 卡私人密碼。
- (f) 如您懷疑發生以下情況,您必須立即**鎖上您的 Mox 卡**:
  - (i) 您的私人密碼已被洩露,或遭任何未經授權人士使用;
  - (ii) 任何人士未經授權而管有您的 Mox 卡,或不當使用您的 Mox 卡;或
  - (iii) 您的 Mox 卡遺失或被盜竊。
- (g) 如發生以下情況,您必須透過 Mox 應用程式**通知我們**:





- (i) 您的 Mox 卡遺失或被盜竊;
- (ii) 其他人士知悉您的私人密碼。
- (h) 在我們收到有關通知前,您可能須受任何人士進行的任何交易約束(不論是否獲得您授權)。在您的行為沒有涉及欺詐或嚴重疏忽,或您在得悉您的 Mox 卡遺失或被盜竊後已合理可行地盡快通知我們的情況下,在收到您向我們發出的有關通知您的 Mox 卡遺失或被盜竊,您的責任上限為港幣 500 元。

如發生下列情況,您須就所有損失負責:

- (i) 您的行為涉及欺詐或嚴重疏忽;
- (ii) 您在得悉您的 Mox 卡遺失或被盜竊後未有合理可行地盡快通知我們; 或
- (iii) 您未有遵守本第 9 條或我們不時就您的 Mox 卡及私人密碼的安全及保安 而向您提供的其他建議或條款中所載的安全措施或履行您的責任,因而引 致損失。

#### 10. 您的 Mox 卡獲提供的第三方服務

- (a) 我們可與第三方(例如卡服務供應商及商戶)達成安排,與您的 Mox 卡上向您提供的額外服務或功能。
- (b) 第三方服務僅盡量提供予您。就有關這些服務或功能或任何在提供這些服務或功 能時所出現的延誤或無法使用,而引致您蒙受的任何損失,我們概不負責。
- (c) 您的 Mox 卡是一張萬事達全球獎賞扣賬卡,使用您的 Mox 卡亦受制於萬事達卡的條款及細則,包括萬事達全球獎賞扣賬卡的優惠及規則。萬事達卡亦可讓您取用第三方提供的服務,您須按任何這些服務的條款負責。我們對第三方或萬事達卡提供的任何服務並無控制權,亦概不承擔任何責任。

#### 11. 費用及收費

- (a) **您須就使用您的 Mox 卡及戶口支付費用及收費**。您可於我們網站及/或 Mox 應用程式上的收費及手續費部分查閱詳情。
- (b) 此外,第三方或萬事達卡亦可能就使用您的 Mox 卡收取費用及收費。您可能須直接或間接支付有關費用及收費。有關費用及收費由有關第三方按其絕對酌情權釐





定及計算。我們對有關費用及收費的釐定或計算並無控制權,亦概不承擔任何責任。

## C部:網上付款一次有效密碼條款

在本 C 部中, 「**Mox**」、「**我們**」或「**我們的**」指:

- (a) Mox 或其繼承人及受讓人;或
- (b) 代表 Mox 營運一次有效密碼服務的任何服務供應商。

#### 12. 適用條款

- (a) 您使用 Mox 提供的一次有效密碼(「一次有效密碼」)服務(「一次有效密碼服務」)即可能受制於在 Mox 應用程式或我們的網站不時登載的任何適用於一次有效密碼服務的指引或規則。
- (b) 任何加強、提升或以其他方式更改一次有效密碼服務的新功能均受制於本條款。

#### 13. 核證

- (a) 在進行網上交易並需要一次有效密碼服務時,一次有效密碼將以透過短訊形式傳送到您的流動電話號碼,或您將會被要求使用 Mox 應用程式來確認該項網上交易。
- (b) 您必須輸入一次有效密碼或使用 Mox 應用程式來確認該項網上交易以完成網上付款交易。
- (c) 如您未能提供一次有效密碼或使用 Mox 應用程式來確認該項網上交易,或無法通過一次有效密碼服務的核證程序,商戶可能拒絕接受以您的 Mox 卡支付交易帳項。
- (d) 您同意以一次有效密碼服務證明您的身分,以及您使用 Mox 卡支付以一次有效密碼服務授權作出的交易帳項(包括授權作出事先授權為定期進行的交易)。

#### 14. 保安

- (a) 您同意將您的 Mox 卡號碼及您就一次有效密碼服務確定的其他驗證或個人證明資料 (「**保安資料**」)加以保密。
- (b) 您同意不會向任何第三方轉讓或出售您對一次有效密碼服務的使用權或取用權。





- (c) 如您容許任何其他人士使用您的保安資料或向他人披露您的保安資料,您須對由 該人士同意或在該人士同意下使用進行的所有交易及所有因使用您的保安資料而 發生的活動所引致的或與之有關的所有申索、損失及後果負責。
- (d) 如您促成一項未經授權交易(例如透過保存您的保安資料的書面紀錄、沒有採取 合理的措施防止您的保安資料洩露予任何其他人士、沒有採取合理的措施遵守本 條款中所述(或我們不時向您提供的)我們的保安建議,或延遲通知我們您的保 安資料實際上或可能已向任何其他人士披露),則您可能須對該未經授權的交易 而引致的部分或全部損失負責。
- (e) 在本 C 部下,您無須負責由於下列原因所引起的損失:
  - (i) 我們的僱員或代理人,或參與提供一次有效密碼服務的各方的疏忽、欺詐 行為或故意失責;
  - (ii) 我們的系統(包括用以提供一次有效密碼服務的系統)發生故障,除非故障明顯或已透過發出通知或訊息作知會;
  - (iii) 在確定您的保安資料前,已發生的未經授權交易;或
  - (iv) 任何其他明顯並非由您造成損失的任何其他交易。

#### 15. 您的行為

#### 您同意不會:

- (a) 假冒任何人士或機構使用一次有效密碼服務;
- (b) 以上載、登載、電郵或其他方式傳送任何含有軟件病毒的材料,或用以干擾、破壞或限制一次有效密碼服務所用的任何電腦軟件或硬件或電訊設備的功能的其他電腦編碼、檔案或程式;
- (c) 濫發訊息致使我們的網站、Mox 的應用程式或一次有效密碼服務出現阻塞情況;
- (d) 修改、改編、轉授特許、編譯、出售、還原、解構或拆解一次有效密碼服務的任何部分(包括但不限於網站)或就一次有效密碼服務使用的軟件;
- (e) 移除一次有效密碼服務所載任何有關版權、商標或其他專有權利的通知;
- (f) 在未經 Mox 事先書面授權的情況下,將一次有效密碼服務的任何部分(包括但不限於網站)進行「組幀」或「鏡像」;





- (g) 使用任何機械人、網路蜘蛛、網站搜尋/檢索應用程式或其他手動或自動裝置或程序,檢索、索引、「數據開採」或以任何方式複製或規避一次有效密碼服務(包括但不限於網站)或其內容的航網結構或說明;
- (h) 以其他方式干擾或中斷一次有效密碼服務或連接至一次有效密碼服務的伺服器或網絡,或違反本條款或適用於一次有效密碼服務或連接至一次有效密碼服務的任何網絡的任何要求、程序、政策或規定;或
- (i) 故意或非故意違反任何與您使用一次有效密碼服務有關的地方、州、國家或國際 適用的法例、規定、監管指引或司法或行政詮釋,或服務供應商就您使用一次有 效密碼服務而訂立的任何規則或要求。

#### 16. 我們的責任

- (a) 除非法律另有規定:
  - (i) Mox 並無就一次有效密碼服務作出任何保證或條件(不論是明示、暗示、 法定或其他), 而 Mox 排除所有暗示的保證及條件;
  - (ii) Mox 無須就一次有效密碼服務的任何修改、暫停或中止對您或任何第三方 負責;
  - (iii) Mox 無須就您使用一次有效密碼服務而在任何方面對您或任何第三方承擔 任何責任;
  - (iv) 基於一次有效密碼服務的性質,Mox 不會對由於您使用一次有效密碼服務 所引致您的資料、軟件及電腦、電訊或其他設備的任何損失或損壞負責, 惟有關損失或損壞是直接及純粹因我們的疏忽、欺詐行為或故意失責所引 致則除外;及
  - (v) 對由於您取用、使用或下載一次有效密碼服務(包括但不限於網站)而對您的電腦設備或其他財物的任何損害或任何可能影響您的電腦設備或其他財物的病毒,Mox無須承擔任何責任。

#### 17. 與商戶進行交易

(a) 您使用一次有效密碼服務,並不在任何方面表示我們推薦或認可任何商戶(不論一次有效密碼是否適用於該商戶)。例如, Mox 並無核證該商戶的身分或認可該商戶產品或服務質素。





(b) 如我們的內部記錄,與有關您的 Mox 卡及相關戶口或您使用一次有效密碼服務的 資料有任何不一致,在沒有反證的情況下,概以我們的內部記錄為準。

#### 18. 產權

- (a) 一次有效密碼服務可能受版權及其他適用法律保護。Mox 及/或其供應商均保留 對一次有效密碼服務及與之相關的所有內容、資料、網站、軟件及其他材料的一 切權利、所有權及權益。
- (b) 一次有效密碼服務所提及的部分名稱為商標或註冊商標。您同意在未經有關商標 擁有人事先明確書面同意的情況下,不會為任何目的使用所提及的任何商標或相 似度足以令人混淆的任何類似商標。

#### D 部: 電子錢包條款及細則

#### 19. 使用條款

- (a) 如您將您的 Mox 卡加入電子錢包, 即您同意本條款。
- (b) 您與您的電子錢包供應商同意的任何條款(包括其私隱政策)亦會適用。我們無權控制您的電子錢包供應商對其使用條款或私隱政策作出的更改。

#### 20. 透過電子錢包對您的 Mox 卡的註冊、權限及使用

- (a) 要在您的裝置透過電子錢包使用您的 Mox 卡,您必須向我們登記有效的流動電話號碼,並遵照電子錢包所載或由我們提供的註冊程序指引且符合其資格規定。
- (b) 我們可拒絕將您 Mox 卡註冊至電子錢包,包括以下情況:
  - (i) 我們記錄中您的流動電話號碼不正確或無效;或
  - (ii) 我們認為您的 Mox 卡或戶口狀況並非良好,或並非以恰當或以令人滿意的方式操作。
- (c) 您成功於電子錢包註冊您的 Mox 卡,即可透過電子錢包使用您的 Mox 卡於商戶作出非接觸式支付(惟商戶須接受透過電子錢包作出的非接觸式支付)。如接受電子錢包付款,您亦可於 Mox 應用程式內進行交易。





- (d) 我們目前不會就透過電子錢包使用您的 Mox 卡收取任何額外費用。然而,您的電訊或無線服務供應商可能收取費用或與您使用電子錢包相關的收費,而您須自行負責。請確定您完全明白所涉費用或收費及其金額。
- (e) 除非法律另有規定, 我們可以:
  - (iii) 終止您透過電子錢包使用您的 Mox 卡;
  - (iv) 更改或暫停您透過電子錢包使用 Mox 卡的交易方式或金額;
  - (v) 改變您的 Mox 卡使用電子錢包的權限;及/或
  - (vi) 隨時更改您的 Mox 卡的認證過程。
- (f) 如我們取消您的 Mox 卡或您的 Mox 卡被鎖上,我們會禁止您透過電子錢包使用您的 Mox 卡(即使電子錢包或裝置上仍顯示有您的 Mox 卡的圖像)。

#### 21. 私隱及通知

- (a) 您透過電子錢包註冊、儲存及使用您的 Mox 卡,即有可能在向電子錢包供應商提供您的個人資料、Mox 卡詳情及交易詳情。您向電子錢包供應商提供您的個人資料及資訊的私隱及保安受制於電子錢包供應商的私隱政策、及您與您的電子錢包供應商之間的任何協議,我們就此並無控制權。
- (b) 我們會顯示有關您已註冊於電子錢包的 Mox 卡的戶口及交易詳情。您可以設定或 拒絕有關資訊於電子錢包中的顯示,請與電子錢包供應商查詢有關手動關閉此功 能的詳情。
- (c) 我們將透過電子錢包向您發出通知訊息,以通知或提示您保安或預防措施。我們 建議您不要關閉電子錢包的通知功能。

#### 22. 移除、更換、更新您電子錢包內的 Mox 卡

- (a) 您可按照電子錢包内由電子錢包供應商提供的指示,從電子錢包移除您的 Mox 卡。一旦從電子錢包中移除 Mox 卡,如要再次透過電子錢包使用 Mox 卡,您需要重新註冊該卡。
- (b) 即使從電子錢包中移除 Mox 卡, 只要您的 Mox 卡及戶口仍然有效, 您仍然可以使用您的實體 Mox 卡及使用您的電子 Mox 卡在 Mox 應用程式上進行網上交易。





- (c) 如您的 Mox 卡需要更換或我們向您發出新 Mox 卡,我們將停用在電子錢包內原本的 Mox 卡。然而,我們會儘快更新電子錢包內您的新 Mox 卡資料,讓您可再透過電子錢包使用您的新 Mox 卡。您無須透過電子錢包重新註冊您的新 Mox 卡。
- (d) 您的 Mox 卡可能因應您的電子錢包供應商的要求而從電子錢包被刪除 詳情請 參閱您的電子錢包供應商的條款。基於保安理由,您可能被要求重新為您的 Mox 卡註冊至電子錢包。如您不重新註冊,您將不能透過電子錢包使用您的 Mox 卡。

#### 23. 知識產權

- (a) 版權內容,包括專利、商業機密、商標、服務標記、圖像、圖案、顯示的標誌 (於本第 23 條統稱為「知識產權」)由我們或電子錢包供應商擁有或特許使用。 您不會因為透過電子錢包註冊或使用您的 Mox 卡而獲得知識產權。
- (b) 您同意不會:
  - (i) 未經我們事先同意,使用、更改、傳播、編輯、改編或重製上述知識產權; 或
  - (ii) 質疑其有效性或我們的擁有權或權利。

#### 24. 免責聲明

- (a) 我們並不是電子錢包的供應商,我們不保證電子錢包能有效使用。
- (b) 就您與電子錢包供應商或任何其他第三方有關電子錢包的任何安排或協議而言, 我們不會因電子錢包供應商或這些第三方的表現負責。
- (c) 因某些事項並非我們所能控制,或有關電子錢包的操作或電子錢包供應商使用的 其他系統,故此我們不會負責該等事項,包括:
  - (i) 您裝置的性能或操作;
  - (ii) 電子錢包的性能或操作;及
  - (iii) 如電子錢包供應商停止或暫停您對電子錢包的使用,或您的裝置與電子錢 包不再相容。





- (d) 您明白透過電子錢包使用您的 Mox 卡時或會在我們不能控制的情況下被干擾或中止,就因您透過電子錢包使用(或未能使用)您的 Mox 卡而引致或與之有關的任何索償,我們概不負責。
- (e) 您同意不會作出任何行動或使用任何裝置、軟件或方法干擾或意圖干擾您的 Mox 卡或電子錢包的正常操作,包括逃避或意圖逃避任何已設置的用戶認證或保安措 施。

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