

Terms and Conditions for Payments and Transfers (Schedule 2 to the General Terms and Conditions)

PART A: Payments and Transfers

1. Payments from Your Mox Account

You can make payments from your Mox Account in Hong Kong dollars by:

- (a) making a purchase using your Mox Card, online or in person, in Hong Kong or overseas, where Mastercard is accepted;
- (b) using the Mox app to:
 - (i) transfer money to another one of your accounts with Mox;
 - (ii) transfer money to another Mox user with an account number or a proxy specified in the Mox app (such as a mobile number);
 - (iii) transfer money to another Hong Kong bank account or other FPS 'Participants' (as defined in Part B of this Schedule) using an account number or a proxy specified in the Mox app (such as an email address, mobile number or FPS ID);
 - (iv) transfer money to a merchant to pay a bill using the required bill details; or
 - (v) repay any amount that you owe or to transfer money to Mox Credit; or
- (c) using your Mox Card at any Hong Kong JETCO ATM with the 'Interbank Transfer' logo to transfer money to another Hong Kong bank account held with a JETCO member bank that supports the inter-bank transfer service ("**JETCO Participating Bank**"), with the receiving bank account number.

2. Payments from Your Goal accounts

You can make payments from your Goal accounts in Hong Kong dollars by using the Mox app to:

- (a) transfer money to another one of your accounts with Mox;
- (b) transfer money to another Mox user's Mox Account (but not their Goal account) with an account number or a proxy specified in the Mox app (such as a mobile number);
- (c) transfer money to other Hong Kong bank accounts or other FPS Participants using an account number or a proxy specified in the Mox app (such as an email address, mobile number or FPS ID);
- (d) transfer money to a merchant to pay a bill using the required bill details; or

- (e) repay any amount that you owe or to transfer money to Mox Credit.

3. Payments into Your Mox Account

- (a) You can receive payments into your Mox Account in Hong Kong dollars:
 - (i) from another one of your accounts with Mox using the Mox app;
 - (ii) from another Mox user with your account number or a proxy specified in the Mox app (such as a mobile number). If the other Mox user has your account number or a proxy specified in the Mox app (such as your mobile number), they will be able to identify that you have a Mox Account and choose to make the payment into your Mox Account;
 - (iii) from another Hong Kong bank account denominated in Hong Kong dollars or other FPS Participants using your Mox Account number or a proxy allowed by Mox (such as a mobile number or HKID);
 - (iv) from another Hong Kong bank account denominated in Hong Kong dollars held with a JETCO Participating Bank via Hong Kong JETCO ATMs with the 'Interbank Transfer' logo, using your Mox Account number; or
 - (v) that constitute CashBack and refunds for transactions made using your Mox Card.
- (b) You can also receive payments into your Mox Account in United States dollars from another Hong Kong bank account denominated in United States dollars with your Mox Account number.

4. Payments into Your Goal Accounts

You can receive payments into your Goal accounts by transferring money from your Mox Account or one of your Goal accounts in Hong Kong dollars using the Mox app. You cannot receive money into your Goal accounts from other Mox users, other Hong Kong bank accounts or in foreign currencies.

5. Payments Generally

- (a) If you instruct us to make a payment from one of your accounts, unless you instruct us otherwise, we will act upon your Instruction and deduct the relevant amount from your account immediately.
- (b) You can set future dates for your payments or set recurring payments from your accounts.
- (c) Please check all details are correct before you make a payment or transaction. This is very important because you may not be able to get the money back once the payment or transaction is completed.

- (d) We may engage another financial institution to make a payment. We will tell the other financial institution that you will pay its charges. However, the other financial institution will decide whether you or your payee will pay its charges, for which we have no control and take no responsibility. We will notify you as soon as we can if we are told that a payment cannot be made.
- (e) We will try to get the money to your payee as quickly as possible, but it may take a couple of days. For example, payments you make are subject to:
 - (i) the cut-off time of the place where payment is to be received;
 - (ii) the procedures of the other financial institutions through which payments are made; and
 - (iii) the availability of the relevant services (for example, foreign exchange payments can only be processed if the payment systems and financial institutions through which payments are made are open for business).
- (f) We will notify you via the Mox app of any payments made from or received into your accounts.
- (g) You can otherwise check all payments made from or received into your accounts via the Mox app.
- (h) We may impose limits on transfers out of your accounts with Mox without any notice to you, including (without limitation) limits on the amount you can transfer and/or the number of transfers you can make, per transaction, within a given timeframe, in specific currencies and/or via particular payment methods. We may also combine such limits with other limits we may impose on other types of transactions.
- (i) You can set and change your own personal limits for certain types of payments, as we may allow, on the Mox app at any time, subject to any absolute limits set by us. Unless we let you know otherwise, any limits you set in the Mox app will be applied to all of your accounts with Mox.

6. Blocking Payments

- (a) We may not act on your request to make a payment if:
 - (i) you do not have sufficient available funds in your account or the amount of the payment exceeds any transaction limit set by us or you;
 - (ii) you don't give us all of the information we require to make the payment from your account or any of the information you give us is incorrect;
 - (iii) we suspect the payment may be fraudulent or may result in a person breaching the laws or regulations of Hong Kong or any other country;
 - (iv) we have cancelled or suspended your right to use your account or service;

- (v) your account (or Mox Card) is locked;
 - (vi) the account you are trying to pay is closed or cannot accept funds;
 - (vii) if you have added your Mox Card to a digital wallet, we have received directions from the digital wallet provider to not act on such request;
 - (viii) we consider the payment may become a mistaken payment; or
 - (ix) we think it necessary to do so.
- (b) We may restrain, deduct, impound and/or turn over to any authority, the proceeds of any payments you make or attempt to make from your accounts with Mox.
 - (c) If we block any payment you make, or restrain, deduct, impound and/or turn over to an authority the proceeds of any payment you make, we will let you know as soon as possible, unless we are prevented by law.

7. Cancelling Your Right to Make Payments

- (a) We may cancel or suspend your right to make payments or use a particular payment method if we determine this is necessary, including:
 - (i) to protect you or us from fraud or other loss;
 - (ii) if your account is closed;
 - (iii) if we are required to do so by law or court order;
 - (iv) if we think your use of a particular payment method is inappropriate or we have reasonable grounds to suspect that such use is in breach of any law; or
 - (v) if we are unable to process any payment because you have given us an invalid account number.
- (b) If we make a cancellation or suspension as set out in clause 7(a) of this Schedule 2, we will let you know as soon as possible and you must cancel any future or recurring transactions you have set that are linked to the relevant account.
- (c) **We are not liable for any loss you suffer as a consequence of us cancelling or suspending your right to make payments, your use of a particular payment method or if we delay, block, freeze or refuse a transaction, except to the extent that your loss is as a result of our negligence, fraud or wilful default.**

8. Bill Payments

- (a) After you submit a bill payment Instruction on the Mox app, the merchant you have selected will receive the payment after any minimum processing time we may set for bill payments.
- (b) You must not transfer an amount to a merchant to pay a bill that will exceed any limit we have set for bill payments.
- (c) In order to process bill payment instructions:
 - (i) we provide information to our electronic payment system provider(s), including a list of all users who have made payments, and the respective amounts paid, to merchants using bill payment; and
 - (ii) our electronic payment system provider(s) provides such information to the relevant merchants.

If you use the Mox app for bill payments, you consent to us disclosing such information relating to you to our electronic payment system provider(s) and acknowledge that our electronic system provider(s) will provide such information to the relevant merchants for the purposes set out above.

PART B: Faster Payment System

9. General

- (a) We may provide the FPS Services to you to facilitate payments and funds transfers using the Faster Payment System. The Faster Payment System is provided and operated by HKICL. The FPS Services are therefore subject to the rules, guidelines and procedures imposed by HKICL in relation to the Faster Payment System from time to time. This Part B governs our provision to you and your use of the FPS Services (if such services are available for use).
- (b) Unless otherwise specified, the provisions of this Part B shall prevail in the event of inconsistency with our other terms and conditions. Other provisions of our terms and conditions apply to the FPS Services to the extent they are relevant and not inconsistent with the provisions in this Part B.
- (c) **By requesting us to register any Proxy ID for you in the HKICL FPS or to set up any eDDA for you using the HKICL FPS, or by initiating any payment or funds transfer using the HKICL FPS, you will be regarded as having accepted and will be bound by the provisions of this Part B. You should not request us to register any Proxy ID or set up any eDDA for you and should not initiate any payment or funds transfer using the HKICL FPS unless you accept the provisions of this Part B.**
- (d) Terms used in this Part B have the meanings set out below:

“Addressing Service” means a service provided by HKICL as part of HKICL FPS to facilitate customers of Participants to use predefined Proxy ID instead of account number to identify the destination of a payment or funds transfer instruction and other communications for the purpose of HKICL FPS.

“Default Account” means the account maintained by you with us or any other Participant and set as the default account for receiving payment or funds using HKICL FPS or (if and to the extent specified or permitted by the rules, guidelines and procedures of HKICL) for debiting payment or funds using HKICL FPS.

“eDDA” means a direct debit authorisation set up by electronic means using HKICL FPS.

“eDDA Service” means a service provided by HKICL as part of HKICL FPS to facilitate customers of Participants to set up direct debit authorisation.

“FPS Identifier” means a unique random number generated by HKICL FPS to be associated with the account of a customer of a Participant.

“FPS Services” means the services (including the QR Code Services) provided by us to you from time to time to facilitate payments and funds transfers using HKICL FPS and the Addressing Service, eDDA Service and any other services and facilities provided by HKICL in connection with the Faster Payment System from time to time.

“HKICL” means Hong Kong Interbank Clearing Limited and its successors and assigns.

“HKICL FPS” or **“Faster Payment System”** means the Faster Payment System and related facilities and services provided, managed and operated by HKICL from time to time for (i) processing direct debits and credits, funds transfers and other payment transactions and (ii) exchanging and processing instructions relating to eDDA Service and Addressing Service.

“Participant” means a participant of HKICL FPS which may be a bank or other financial institution, a retail payment system operator, a licensed stored value facility, or any other person accepted by HKICL as a participant of HKICL FPS from time to time.

“Proxy ID” means the identifiers which may be accepted by HKICL for registration in the Addressing Service to identify the account of a customer of a Participant, including the mobile phone number or email address of the customer, or the FPS Identifier.

“QR Code Services” means the QR code and the associated payment and funds transfer services provided by us to you from time to time.

“Regulatory Requirement” means any law, regulation or court order, or any rule, direction, guideline, code, notice or restriction (whether or not having the force of law) issued by any authority, to which HKICL, we or any other Participant or the respective affiliates or group companies, or you are subject or are expected to comply with from time to time.

10. Scope of FPS Services and Conditions for Use

- (a) We may provide the FPS Services to you to facilitate payment and funds transfer using the Faster Payment System and the Addressing Service, eDDA Service and any other services and facilities provided by HKICL in connection with the Faster Payment System from time to time.

We have the right to set or vary from time to time the scope of the FPS Services and the conditions and procedures for using the FPS Services.

In order to use the FPS Services, you have to accept and follow these conditions and procedures.

- (b) We may provide the FPS Services to facilitate payment and funds transfer in any currency specified by us from time to time, including Hong Kong dollars and Renminbi.
- (c) **In order to enable us to handle your instruction in relation to payment or funds transfer using HKICL FPS, you have to provide or input the necessary information and complete the process by such means or in such manner prescribed by us from time to time.**
- (d) All payment or funds transfer transactions using HKICL FPS will be processed, cleared and settled under the interbank clearing and settlement arrangements including without limitation the arrangements in relation to the Faster Payment System agreed by the Participants and HKICL from time to time.
- (e) We reserve the right to suspend or terminate the FPS Services in whole or in part at any time without giving notice or reason.

11. Addressing Service - Registration and Amendment of Proxy ID and Related Records

- (a) In order to use the Addressing Service to receive payment or funds transfer using HKICL FPS, you have to register your Proxy ID in the HKICL FPS. We have discretion as to whether to offer the FPS Identifier as Proxy ID to you.
- (b) Registration and amendment of Proxy ID and related records in the HKICL FPS must be done in accordance with the applicable rules, guidelines and procedures imposed by HKICL from time to time. In order to enable us to register or amend Proxy ID or any related records for you, you have to provide or input the necessary information and complete the registration process by such means or in such manner prescribed by us from time to time.
- (c) **At any time where the same Proxy ID is registered by you for more than one account (whether maintained with us or with any other Participant), you must set one account as the Default Account. By instructing us to set or change the Default Account for you, you consent and authorise us to submit the request on your behalf to HKICL FPS to override the existing Default Account registered in HKICL FPS.**

12. eDDA Service

- (a) In order to enable us to handle a request for you in relation to eDDA setup, you have to provide or input the necessary information and complete the process by such means or in such manner prescribed by us from time to time. The prescribed process may include requiring the relevant parties to set up the eDDA using their respective account numbers or customer identification numbers or codes, and to provide certain confirmations and/or authorisations. For the avoidance of doubt, a Proxy ID is not intended for verifying eDDA setup. Any amendment of a Proxy ID and the related records or termination of a Proxy ID after an eDDA setup will not affect that eDDA.
- (b) For any subsequent changes including but not limited to amendment, cancellation, suspension or reactivation received from the payee Participant in relation to an eDDA setup, we will proceed with the changes without further notification to you.

13. QR Code Services

- (a) This clause 13 applies to the use of the QR Code Services, together with our other terms and conditions and any other terms and conditions that apply to the Mox app through which you access the QR Code Services.
- (b) Using the QR Code Services and your Responsibility
 - (i) The QR Code Services allow you to scan or present a QR code provided by us or by another person to automatically capture the payment or funds transfer data without the need for manually entering the data. Any QR code provided by another person must meet the specifications and standards prescribed by HKICL in order to be accepted. **You are fully responsible for ensuring that the captured data is accurate and complete before confirming any payment or funds transfer instruction. We are not responsible for any error contained in such payment or funds transfer data.**
 - (ii) The QR Code Services can be used on a mobile device running an operating system supported and specified by us from time to time.
 - (iii) Updates to the QR Code Services may be issued periodically through the supplying app store for the Mox app. For some devices, updates will be downloaded automatically. For other devices, you will need to download the updates themselves. Depending on the update, you may not be able to use the QR Code Services until the latest version has been downloaded. **You are fully responsible for ensuring the latest version has been downloaded to your mobile device for the purpose of using the QR Code Services.**
 - (iv) The QR Code Services are intended for use by our customers only. We have the right to cancel your account for the Mox app and/or block you from accessing the QR Code Services if we discover that you are not eligible to use the QR Code Services.

- (v) The QR Code Services are not intended for use in any jurisdiction where their use would be contrary to any law or regulation of that jurisdiction or where we are not licensed or authorised to provide the QR Code Services.
 - (vi) **You must comply with all applicable laws and regulations that govern your download of the Mox app, or access or use of the Mox app or the QR Code Services.**
- (c) **Security**
- (i) **You must not use the QR Code Services on any device or operating system that has been modified outside the mobile device or operating system vendor supported or warranted configurations. This includes devices that have been “jail-broken” or “rooted”. A jail broken or rooted device means one that has been freed from the limitations imposed on it by your mobile service provider and the phone manufacturer without their approval. The use of the QR Code Services on a jail broken or rooted device may compromise security and lead to fraudulent transactions. Use of the QR Code Services in a jail broken or rooted device is entirely at your own risk and we will not be liable for any losses or any other consequences suffered or incurred by you as a result.**
 - (ii) **You are fully responsible for all Instructions or requests given by you or any other person authorised by you during the use of the QR Code Services.**
 - (iii) **You are fully responsible for ensuring that the information shown or stored on your mobile device is kept secure.**
 - (iv) **If you know or suspect that any other person knows your security details, or has used or tried to use them, or if your mobile device is lost or stolen, you must notify us as soon as reasonably practicable.**
- (d) **Our Responsibility and Restriction of Liability**
- (i) While we make commercially reasonable efforts to provide the QR Code Services, we are not liable for any failure to provide the QR Code Services.
 - (ii) The QR Code Services are provided on an “as is” basis with no representation, guarantee or agreement of any kind as to their functionality. We cannot guarantee that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your mobile device in the use of the QR Code Services. We are not responsible for any loss you may incur as a result of your use of the QR Code Services.
 - (iii) **You understand and agree that:**

- (A) you use the QR Code Services at your sole risk. To the maximum extent permitted by law, we expressly disclaim all warranties and conditions of any kind, whether express or implied; and
 - (B) you download or obtain any material or information through the use of the QR Code Services at your sole risk and discretion. You are solely responsible for any damage to your computer or other device or loss of data resulting from downloading, obtaining or using such material or information.
- (iv) For the avoidance of doubt, nothing above is intended to exclude or restrict any condition, warranty, right or liability which may not be lawfully excluded or restricted.

14. Your Responsibility

(a) Present Genuine Owner or Authorised User of Proxy ID and Accounts

You can only register your own Proxy ID for your own accounts or set up eDDA for your own accounts. You must be the present genuine owner or authorised user of each Proxy ID and each account provided to us for registration in the Addressing Service and the eDDA Service. By instructing us to register any Proxy ID or any account for you in relation to the Faster Payment System, you confirm that you are the present genuine owner or authorised user of the relevant Proxy ID or account. This is particularly important for mobile phone numbers as they may be recycled in Hong Kong.

(b) Proxy ID

Any Proxy ID to be registered by you for the Addressing Service must satisfy any applicable requirements imposed by HKICL from time to time. For example, HKICL may require the mobile phone number or email address to be registered as Proxy ID to be the same number or address registered by you as contact information on our records at the relevant time. You understand and agree that we, other Participants and HKICL have the right and discretion without giving notice to deregister any Proxy ID that is not correct or up-to-date in accordance with available information without your consent.

(c) Correct Information

- (i) You have to ensure that all the information provided by you for registration or amendment of Proxy ID (or any related records) or for any eDDA setup is correct, complete, up-to-date and not misleading. You have to notify us as soon as reasonably practicable of any changes or updates to such information by such means or in such manner specified by us from time to time.

- (ii) You are fully responsible for using the correct and up-to-date Proxy ID and related records in giving each payment or funds transfer instruction. You are solely liable for and will hold us harmless from any incorrect payment or transfer effected by us and HKICL FPS due to incorrect or outdated Proxy ID or related records.

(d) Timely Updates

You are fully responsible for giving instructions and information changes or updates to us on a timely basis for amending your Proxy ID (or related records) or any eDDA setup, including without limitation changing your Default Account, or terminating any Proxy ID or eDDA. You acknowledge that keeping your Proxy ID, eDDA and all related records up-to-date is critical for ensuring effective execution of payment and funds transfer instructions and for avoiding incorrect payment or transfer due to incorrect or outdated Proxy ID, eDDA or related records.

(e) Change of Default Account

If an account is terminated as the Default Account by you or by the relevant Participant for any reason (including suspension or termination of the account), the system of HKICL will automatically assign the most recently registered record in the Addressing Service that is associated with the same Proxy ID to be the Default Account. If you wish to set another account as the Default Account, you have to change the registration through the Participant where you maintain that other account.

(f) Transactions Binding on You

- (i) For any payment or funds transfer, once you confirm the details of a transaction and submit an Instruction to us, such Instruction and any resulting transaction is final, irrevocable and binding on you.
- (ii) For any Proxy ID registration or eDDA setup, once you submit an Instruction to us, such Instruction is irrevocable and binding on you. You may amend or cancel any Proxy ID or eDDA setup in accordance with the procedures and requirements prescribed by us from time to time.

(g) Use FPS Services Responsibly

You must use the FPS Services in a responsible manner. In particular, you have to comply with the following obligations:

- (i) you must comply with all Regulatory Requirements that govern your use of the FPS Services, including collecting, using and handling the personal data and other information relating to any other person in compliance with the Regulatory Requirements protecting data privacy. You must not use the FPS Services for any unlawful purposes or any purposes other than those authorised or contemplated in the rules, guidelines and procedures of HKICL;

- (ii) in sending remarks or messages to be displayed to recipients or counterparties of your payment or funds transfer instructions or eDDA setup using HKICL FPS, you should mask the name or other data of such recipients or counterparties to prevent unauthorised display or disclosure of any personal data or confidential data; and
 - (iii) if we offer the FPS Identifier as Proxy ID to you, you should not repeatedly cancel the registration and request for generation of another FPS Identifier in an attempt to generate a number or value that you desire.
- (h) **Other Obligations Regarding Payments and Funds Transfers**
- (i) In giving instructions to make payments or effect transactions, you agree to take reasonably practicable steps to safeguard your own interest, money and assets from fraud or other illegal activities. You are responsible for checking whether the payment recipient and the transaction are real and trustworthy, in each case, and must exercise sound judgement. To help you stay vigilant against frauds, scams and deceptions, we will send risk alerts based on the risk warnings, messages and indicators received by us from the Faster Payment System or Hong Kong Police Force from time to time.
 - (ii) Any Instruction given by you in relation to the FPS Services will be handled by us in accordance with this Part B and the applicable provisions in our terms and conditions. You have to comply with the other obligations with respect to payments, funds transfers and direct debit authorisations, including without limitation maintaining sufficient funds in the relevant accounts for settling payment and funds transfer instructions from time to time.
- (i) **You are Responsible for Your Authorised Persons**
- Where you authorise any other person to give Instructions or requests to us in connection with the use of the FPS Services (whether you are an individual, a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body):
- (i) you are responsible for all the acts and omissions of each person authorised by you;
 - (ii) any instruction or request received by us, believed by us in good faith to be given by you or any person authorised by you, will be irrevocable and binding on you; and
 - (iii) you are also responsible for ensuring that each person authorised by you will comply with the provisions of this Part B that are applicable to him/her when acting on your behalf.

15. Our Responsibility and Restriction of Liability

- (a) We will process and submit your Instructions and requests to HKICL FPS in accordance with the applicable rules, guidelines and procedures imposed by HKICL from time to time. HKICL FPS has the right to process and execute your Instructions and requests in such sequence or manner as HKICL considers appropriate. We have no control over the operation of HKICL FPS nor the timing on which your Instructions or requests are executed by HKICL FPS. Where we receive status update notifications involving any of your Proxy ID (or related records) or eDDA setup or any other matter relating to HKICL FPS from or through HKICL FPS from time to time, we will notify you accordingly by such means and at such time as we consider appropriate.
- (b) Without reducing the effect of clause 15(a) of this Schedule 2 or the other provisions of our terms and conditions:
 - (i) we are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the use of the FPS Services or the processing or execution of Instructions or requests given by you in relation to the FPS Services or HKICL FPS, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from our negligence or wilful default or that of our officers, employees or agents;
 - (ii) for clarity, we are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with one or more of the following:
 - (A) your failure to comply with your obligations relating to the FPS Services; and
 - (B) any delay, unavailability, disruption, failure, error of or caused by HKICL FPS or any functionality of the Faster Payment System, or arising from any circumstances beyond our reasonable control, including any delay or error relating to the risk warnings, messages and indicators about suspected frauds, scams or deceptions received by us from the Faster Payment System or Hong Kong Police Force; and
 - (iii) in no event will we, our affiliates, our licensors, and our affiliates' and licensors' respective officers, employees and agents be liable to you or any other person for any loss of profit or any special, indirect, incidental, consequential or punitive loss or damages (whether or not they were foreseeable or likely to occur).
- (c) Your Confirmation and Indemnity
 - (i) Without reducing the effect of any indemnity given by you under our terms and conditions or any other rights or remedies that we may have, you will indemnify us and our officers, employees and agents and hold each of them harmless against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including legal fees

on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by us or any of them and all actions or proceedings which may be brought by or against us or any of them as a result of or in connection with our provision of the FPS Services or your use of the FPS Services.

- (ii) The above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damages, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable arising directly and solely from our negligence or wilful default or that of our officers, employees or agents. The above indemnity shall continue to have effect after the termination of the FPS Services.

16. Collection and Use of Customer Information

- (a) For the purposes of using the FPS Services, you may be required to provide us with the personal data and other information relating to one or more of the following persons from time to time:

- (i) you;
- (ii) the recipient of any payment or funds transfer to be made by you, or the counterparty of any eDDA to be set up by you; and
- (iii) where you are a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body, any of your directors, officers, employees, authorised persons and representatives,

all personal data and information provided to us or compiled by us from time to time in connection with the FPS Services are collectively referred to as **"Customer Information"**.

- (b) You agree (and, where applicable, for and on behalf of each of your directors, officers, employees, authorised persons and representatives) that we may collect, use, process, retain or transfer any of the Customer Information for the purposes of the FPS Services. These purposes include without limitation one or more of the following:
 - (i) providing the FPS Services to you, maintaining and operating the FPS Services;
 - (ii) processing and executing your Instructions and requests in relation to the FPS Services from time to time;
 - (iii) disclosing or transferring the Customer Information to HKICL and other Participants for their use for the purpose of the operation of HKICL FPS;
 - (iv) meeting the requirements to make disclosure under any Regulatory Requirements; and
 - (v) purposes relating to any of the above.

- (c) You understand and agree that the Customer Information may be further disclosed or transferred by HKICL, us or any other Participants to their customers and any other third parties who are users of HKICL FPS for the purposes of providing and operating the Addressing Service and the eDDA Service.
- (d) If the Customer Information includes personal data or other information of any person other than you (including any persons specified in clauses 16(a)(ii) or 16(a)(iii) of this Schedule 2), you confirm that you will obtain and have obtained the consent from such person regarding the use (including disclosure and transfer) of his/her personal data and other information by HKICL, us and the other Participants as specified in this clause 16.

Last updated: 26 November 2023

付款及轉賬條款及細則（一般條款及細則附表 2）

A 部：付款及轉賬

1. 從您的 Mox 戶口付款

您可以下列方式從您的 Mox 戶口以港幣付款：

- (a) 在接受萬事達卡的地點，使用您的 Mox 卡在香港或海外進行（網上或親身）購買；
- (b) 使用 Mox 應用程式以：
 - (i) 將款項轉至您的其中一個 Mox 的戶口；
 - (ii) 透過其戶口號碼或 Mox 應用程式指明的識別代號（例如流動電話號碼），將款項轉至另一位 Mox 用戶；
 - (iii) 使用戶口號碼或 Mox 應用程式指明的識別代號（例如電郵地址、流動電話號碼或快速支付系統識別碼），將款項轉至另一香港銀行的戶口或其他快速支付系統參與機構（定義見本附表 B 部）；
 - (iv) 使用所需賬單資料將款項轉至商戶，以支付賬單；或
 - (v) 償還您所欠的任何金額或轉賬至 Mox Credit；或
- (c) 於本地的銀通自動櫃員機（貼有跨行轉賬標誌）使用您的 Mox 卡，以收款銀行之戶口號碼，向另一個支援自動櫃員機跨行轉賬服務的銀通會員銀行（「**銀通跨行轉賬銀行**」）之香港戶口進行轉賬。

2. 從您的目標戶口付款

您可使用 Mox 應用程式從您的目標戶口以港幣付款以：

- (a) 將款項轉至您的其中一個 Mox 的戶口；
- (b) 透過其戶口號碼或 Mox 應用程式指明的識別代號（例如流動電話號碼），將款項轉至另一位 Mox 用戶的 Mox 戶口（但非目標戶口）；

- (c) 使用戶口號碼或 Mox 應用程式指明的識別代號（例如電郵地址、流動電話號碼或快速支付系統識別碼），將款項轉至另一香港銀行的戶口或其他快速支付系統參與機構；
- (d) 使用所需賬單資料將款項轉至商戶，以支付賬單；或
- (e) 償還您所結欠的任何金額或將資金轉入 Mox Credit。

3. 付款至您的 Mox 戶口

- (a) 您可以下列方式在 Mox 戶口以港幣收取款項：
 - (i) 使用 Mox 應用程式從您其中一個 Mox 的戶口收取款項；
 - (ii) 由另一位 Mox 用戶，透過您的戶口號碼或 Mox 應用程式指明的識別代號（例如流動電話號碼）向您付款。如果其他 Mox 用戶有您的戶口號碼或 Mox 應用程式指明的識別代號（例如您的流動電話號碼），他們將會知悉您有 Mox 戶口亦可以選擇付款至您的 Mox 戶口；
 - (iii) 由另一香港銀行以港幣為單位的戶口或其他快速支付系統「參與機構」，使用您的戶口號碼或 Mox 容許的識別代號（例如流動電話號碼或香港身分證號碼）收取款項；
 - (iv) 使用您的 Mox 戶口號碼，透過貼有跨行轉賬標誌的香港銀通自動櫃員機，由其他銀通跨行轉賬銀行的香港銀行戶口轉賬至您的 Mox 戶口；或
 - (v) 就使用您的 Mox 卡進行的交易，收取 CashBack 及退款。
- (b) 您的 Mox 戶口可以（通過您的 Mox 戶口號碼）收取從另一間以美元為單位的香港銀行戶口轉賬之美元款項。

4. 付款至您的目標戶口

您可使用 Mox 應用程式從您的 Mox 戶口或任何其他目標戶口以港幣轉賬至您的目標戶口，以收取款項。您不可用您的目標戶口從其他 Mox 用戶、其他香港銀行戶口轉賬或以外幣收款。

5. 一般付款

- (a) 如果您指示我們從您其中一個戶口作轉賬，（除非您另有指示）我們將按您的指示行事，並立即從您的戶口中扣除相關金額。您可立即從您的戶口付款，或設定未來的日期作付款或定期付款。
- (b) 您可以從您的戶口設置從未來或定期付款日期。
- (c) 您在作出付款或交易前，請檢查所有資料均屬正確。這檢查十分重要，因為付款或交易一經完成，您可能無法取回款項。
- (d) 我們可委聘另一金融機構作出付款。我們會告知另一金融機構您將支付其費用。然而，其他金融機構將決定您或您的收款人將支付其費用，我們對此並無控制權及責任。如我們獲告知未能完成付款，我們會盡快通知您。
- (e) 我們會嘗試盡快將款項轉至您的收款人，惟這可能需時數日。例如，您的付款受制於以下各項：
 - (i) 收款地點的截數時間；
 - (ii) 透過其付款的其他金融機構的程序；及
 - (iii) 相關服務是否可用（例如，如透過付款系統及金融機構作出的外匯付款，僅可在其營業時間處理）。
- (f) 我們將透過 Mox 應用程式通知您戶口的任何支付或收取的款項。
- (g) 您亦可透過 Mox 應用程式查閱您戶口的所有支付或收取的款項。
- (h) 我們可在不給您預先通知的情況下限制您從您在 Mox 的戶口轉出的轉賬，包括及不限於，限制您在一段指定期間、以某種特定貨幣及/或使用某種特定方法進行交易的轉賬金額及/或轉賬次數。我們可將該限制與我們就您其他交易而設定之限制合併。
- (i) 受制於我們設定的絕對限制，您可隨時在 Mox 應用程式在我們容許的情況下就某種付款交易更改您的個人化限制。除非我們另行通知您，您所設定的限制將適用於您在 Mox 的所有戶口。

6. 阻截付款

- (a) 在下列情況下，我們可能不會應您要求付款：
 - (i) 您戶口並無足夠資金，或付款金額超過我們或您設定的任何交易限額；

- (ii) 就從您的戶口作出付款的目的而言，您並無向我們提供所有所需資料，或您提供的任何資料不正確；
 - (iii) 我們懷疑付款為欺詐，或可能引致任何人士違反香港或任何其他國家的法律及法規；
 - (iv) 我們已取消或暫停您使用您的戶口或服務的權利；
 - (v) 您的戶口（或 Mox 卡）已被鎖上；
 - (vi) 您嘗試支付的戶口被結束或無法收取資金；
 - (vii) 如您已將您的 Mox 卡加入電子錢包，而電子錢包供應商指示我們不許作出此要求；
 - (viii) 我們認為付款可能變成一項錯誤付款；或
 - (ix) 我們認為有需要。
- (b) 我們可能會限制、扣除、扣押您在 Mox 的戶口中支付或試圖支付的任何款項及/或將之移交給任何權力機構。
- (c) 如我們阻截、限制、扣除、扣押您進行任何付款之款項及/或將之移交一權力機構，我們將盡快通知您，惟法律禁止則除外。

7. 取消您作出付款的權利

- (a) 如我們認為有需要，我們可取消或暫停您付款或使用某特定付款方法的權利，包括：
- (i) 保護您或我們免受欺詐或其他損失；
 - (ii) 如您的戶口被結束；
 - (iii) 如我們受法律或法院命令要求；
 - (iv) 如我們認為您某特定付款方法的使用不恰當或我們有合理理由懷疑該使用違反任何法律；或
 - (v) 如您向我們提供一個無效的戶口號碼，我們因而無法處理任何付款。

- (b) 如我們就本附表 2 第 7(a)條所載取消或暫停您付款的權利，我們將盡快通知您，而您必須取消連結有關戶口的任何已設置的未來或定期交易。
- (c) **就因我們取消或暫停您的付款權利、您使用某特定付款方法或如我們延遲、阻截、凍結或拒絕一項交易，而引致您蒙受的任何損失，我們概不負責，惟您的損失是由我們的欺詐行為、故意失責或疏忽而引致則除外。**

8. 賬單支付

- (a) 您在 Mox 應用程式發出賬單支付指示後，經過我們就賬單支付所須的處理時間後，您選擇的商戶將會收到付款。
- (b) 您不應支付超過我們就賬單支付所設定之限額款項至商戶。
- (c) 為處理賬單支付指示：
 - (i) 我們會向我們的電子支付系統供應商提供資料，包括曾使用賬單支付向商戶付款的用戶名單，以及分別向商戶支付的個別款額；及
 - (ii) 我們的電子支付系統供應商會向有關商戶提供該資料。

如您使用 Mox 應用程式作賬單支付，您同意我們向我們的電子支付系統供應商披露關於您的資料，並確認我們的電子支付系統供應商就上述目的向有關商戶提供該資料。

B 部：快速支付系統

9. 一般事項

- (a) 我們可向您提供快速支付系統服務讓您使用快速支付系統進行付款及資金轉賬。快速支付系統由結算公司提供及運作。因此，快速支付系統服務受結算公司不時就快速支付系統施加的規則、指引及程式規限。本 B 部管限我們向您提供的快速支付系統服務及您的使用（如該服務可供使用）。
- (b) 除非另有指定，如本 B 部的條文跟我們的其他條款及條件不一致，均以本 B 部的條文為準。凡與本 B 部的條文相關並與本 B 部無不一致的情況下，我們的條款及細則的其他條文適用於快速支付系統服務。
- (c) **當您要求我們代閣下於結算公司快速支付系統中登記任何識別代號，或代您使用結算公司快速支付系統設置任何電子直接付款授權，或使用結算公司快速支付系**

統進行付款或資金轉賬，您即被視為已接受本 B 部的條文並受其約束。除非您接受本 B 部的條文，您不應要求我們代您登記任何識別代號或設置任何電子直接付款授權，亦不應使用結算公司快速支付系統進行任何付款或資金轉賬。

(d) B 部使用的詞彙具有以下所載涵義：

「**戶口綁定服務**」指由結算公司提供作為結算公司快速支付系統一部分的服務，讓參與機構的客戶使用預設的識別代號（而非戶口號碼）識別一項付款或資金轉賬指示的接收地，或其他有關結算公司快速支付系統的通訊的接收地。

「**預設戶口**」指您與我們或任何其他參與機構維持的戶口，並設置該戶口為預設戶口，以使用結算公司快速支付系統收取付款或資金，或（如結算公司的規則、指引及程序指明或許可並在指明或許可的範圍內）支取付款或資金。

「**電子直接付款授權**」指使用結算公司快速支付系統以電子方式設置的直接付款授權。

「**電子直接付款授權服務**」指結算公司提供作為結算公司快速支付系統一部分的服務，讓參與機構的客戶設置直接付款授權。

「**快速支付系統識別碼**」指由結算公司快速支付系統產生的並與參與機構的客戶戶口關聯的獨有隨機號碼。

「**快速支付系統服務**」指我們向您不時提供的服務（包括二維碼服務），讓您使用結算公司快速支付系統及結算公司就快速支付系統不時提供的戶口綁定服務、電子直接付款授權服務及任何其他服務及設施，進行付款及資金轉賬。

「**結算公司**」指香港銀行同業結算有限公司及其繼承人及受讓人。

「**結算公司快速支付系統**」或「**快速支付系統**」指由結算公司不時提供、管理及運作的快速支付系統及其相關設施及服務，用作(i)處理直接付款及存款、資金轉賬及其他付款交易；及(ii)就電子直接付款授權服務及戶口綁定服務交換及處理指示。

「**參與機構**」指結算公司快速支付系統的參與機構，該參與機構可為銀行或其他金融機構、零售支付系統營運者、儲值支付工具持牌人或任何其他結算公司不時接納為結算公司快速支付系統參與機構的人士。

「**識別代號**」指結算公司接納用作戶口綁定服務登記的識別資料，以識別參與機構的客戶戶口，包括客戶的流動電話號碼或電郵地址，或快速支付系統識別碼。

「二維碼服務」指由我們不時向您提供的二維碼及相關的付款及資金轉賬服務。

「監管規定」指結算公司、我們、任何其他參與機構、彼等各自的聯繫公司或集團公司或您不時受規限或被期望遵守的任何法律、規例或法庭判令，或由任何機構發出的任何規則、指示、指引、守則、通知或限制（不論是否具有法律效力）。

10. 快速支付系統服務的範圍及使用條款

- (a) 我們可向您提供快速支付系統服務，讓您使用快速支付系統及結算公司就快速支付系統不時提供的戶口綁定服務、電子直接付款授權服務及任何其他服務及設施進行付款及資金轉賬。

我們有權不時制定或更改快速支付系統服務的範圍及使用快速支付系統服務的條款及程序。

您須接受及遵守這些條款及程序方可使用快速支付系統服務。

- (b) 我們可提供快速支付系統服務，以我們不時指定的任何貨幣（包括港幣及人民幣）進行付款及資金轉賬。
- (c) **您須以我們不時指定的形式或方法提供或輸入所需資料並完成程序，方可讓我們代您處理使用結算公司快速支付系統進行付款或資金轉賬的指示。**
- (d) 所有使用結算公司快速支付系統進行的付款或資金轉賬交易將按照銀行同業結算及交收安排（包括但不限於參與機構及結算公司不時協議有關快速支付系統的安排）處理、結算及交收。
- (e) 我們保留權利，隨時暫停或終止全部或部分快速支付系統服務，而無需給予通知或理由。

11. 戶口綁定服務 – 登記及更改識別代號及相關紀錄

- (a) 您須於結算公司快速支付系統登記您的識別代號，方可經結算公司快速支付系統使用戶口綁定服務收取付款或資金轉賬。我們有酌情權是否向您提供快速支付系統識別碼作為識別代號。
- (b) 於結算公司快速支付系統登記及更改識別代號及相關紀錄，必須按照結算公司不時施加的適用規則、指引及程序。您須以我們不時指定的形式或方法提供或輸入

所需資料並完成登記程序，方可讓我們代您登記或更改識別代號或任何相關紀錄。

- (c) 如您在任何時間為多個戶口（不論該等戶口於我們或於任何其他參與機構維持）登記相同的識別代號，您必須將其中一個戶口設置為預設戶口。當您指示我們代您設置或更改預設戶口，您即同意並授權我們代您向結算公司快速支付系統發出要求取消當時於結算公司快速支付系統已登記的預設戶口。

12. 電子直接付款授權服務

- (a) 您須以我們不時指定的形式或方法提供或輸入所需資料並完成程序，方可讓我們代您處理設置電子直接付款授權的要求。指定程序可包括要求有關人士使用其各自的戶口號碼或客戶識別號碼或代碼設置電子直接付款授權，並提供某些確認及 / 或授權。為免生疑問，識別代號並非為核實電子直接付款授權的設置而設。設置電子直接付款授權後，識別代號及相關紀錄如有任何更改，或終止識別代號，皆不會影響已設置的電子直接付款授權。
- (b) 我們將直接進行及後的變動，包括但不限於由收款人參與機構提出的更改、取消、暫停或重啟指令，並不作另行通知。

13. 二維碼服務

- (a) 本第 13 條，連同我們的其他條款及細則及適用於您透過其使用二維碼（或 QR 碼）服務的 Mox 應用程式的任何其他條款及細則，均適用於二維碼服務的使用。
- (b) 使用二維碼服務及您的責任
- (i) 二維碼服務讓您掃描或出示由我們或其他人士提供的二維碼，從而自動收集付款或資金轉賬資料，而無須人手輸入資料。由其他人士提供的任何二維碼，必須符合結算公司指定的規格及標準方能獲接納。**在確認任何付款或資金轉賬指示前，您須完全負責確保所收集的資料是準確及完整。就該等付款或資金轉賬資料所含的任何錯誤，我們概不負責。**
- (ii) 二維碼服務可在運行我們不時支援及指定的操作系統的流動裝置上使用。
- (iii) 二維碼服務的更新版本可透過提供應用程式的商店定期發佈。部分裝置會自動下載更新版本，至於其他裝置，您須自行下載最新版本的 Mox 應用程式。視乎有關更新，您可能在下載最新版本前無法使用二維碼服務。**為使用二維碼服務，您須全權負責確保在您的流動裝置上已下載最新版本。**

- (iv) 二維碼服務僅供我們的客戶使用。如我們發現您不合資格使用二維碼服務，我們有權取消您使用 Mox 應用程式的戶口及 / 或禁止您取用二維碼服務。
- (v) 在使用二維碼服務會違反任何法律或法規，或我們並無就提供二維碼服務獲發牌照或授權的任何司法管轄區，我們不擬提供二維碼服務以供使用。
- (vi) **您在下載 Mox 應用程式，或取用或使用 Mox 應用程式或二維碼服務時必須遵守所有適用的法律及法規。**

(c) 保安

- (i) **您不得在流動裝置或操作系統供應商支援或保修的配置範圍以外或經修改的任何裝置或操作系統上使用二維碼服務。這些裝置包括已被「越獄」(jail-broken) 或「超越權限 / 破解」(rooted) 的裝置。已被「越獄」或「超越權限」的裝置是指未經您的流動服務供應商及電話製造商批准而自行解除其所設限制的裝置。在已被「越獄」或「超越權限」的裝置上使用二維碼服務，可能導致保安受損及欺詐交易。在已被「越獄」或「超越權限」的裝置上使用二維碼服務，您須自行承擔全部風險，就您因而蒙受或招致的任何損失或任何其他後果，我們概不負責。**
- (ii) **就在使用二維碼服務過程中由您或獲您授權的任何其他人士發出的所有指示或要求，您須負全責。**
- (iii) **您須負全責確保您的流動裝置所顯示或儲存的資料受妥善保管。**
- (iv) **如您知道或懷疑有任何其他人士知悉您的保安資料，或曾使用或企圖使用您的保安資料，或如您的流動裝置遺失或被竊，您必須在合理切實可行情況下盡快通知我們。**

(d) 我們的責任及責任限制

- (i) 我們會用商業上合理地努力提供二維碼服務，但如未能提供二維碼服務，我們概不負責。
- (ii) 二維碼服務乃按「現況」基礎提供，我們概不就其功能作出任何種類的陳述、保證或協議。我們無法保證，在使用二維碼服務時，閣下的流動裝置不會感染病毒或遭受其他污染或破壞，或不會遭受任何損害。我們對您使用二維碼服務而引致任何損失概不負責。

(iii) 您明白及同意：

- (A) 您自行承擔使用二維碼服務的風險。在法律容許的最大範圍內，我們明確否認所有（不論種類的明示或暗示）保證及條件；及
- (B) 您透過使用二維碼服務下載或獲取任何材料或資料屬個人決定並須自行承擔風險。任何因下載、獲取或使用該等材料或資料而對您的電腦或其他裝置造成任何損害或造成資料損失，概由您負責。

(iv) 為免生疑問，上文無意排除或限制任何可能未能合法地排除或限制的條件、保證、權利或責任。

14. 您的責任

(a) 識別代號及戶口現時真正的持有人或授權使用人

您只可為自己的戶口登記您的識別代號，亦只可為自己的戶口設置電子直接付款授權。您必須是每項識別代號及每個提供予我們登記使用戶口綁定服務及電子直接付款授權服務的戶口之現時真正的持有人或授權使用人。當您指示我們代您登記任何有關快速支付系統的識別代號或戶口，即確認您為相關識別代號或戶口之現時真正的持有人或授權使用人。這對於流動電話號碼至為重要，皆因於香港流動電話號碼可被循環再用。

(b) 識別代號

您用作登記戶口綁定服務的任何識別代號必須符合結算公司不時施加的任何適用要求。例如，結算公司可要求登記作識別代號的流動電話號碼或電郵地址必須與您於相關時間在我們的紀錄上登記的聯絡資料相同。您明白並同意，我們、其他參與機構及結算公司有權及可酌情（而無須通知及獲取客戶同意）取消任何根據可用資料屬不正確或非最新的識別代號的登記。

(c) 正確資料

- (i) 您須確保您就登記或更改識別代號（或任何相關紀錄）或就設置任何電子直接付款授權提供的所有資料均為正確、完整、最新的且並無誤導。您須於合理切實可行情況下盡快以我們指定的形式或方法通知我們任何對資料的更改或更新。

- (ii) 在發出每項付款或資金轉賬指示時，您須對使用正確及最新的識別代號及相關紀錄負全責。您須就因不正確或過時的識別代號或相關紀錄而導致我們及結算公司快速支付系統作出任何不正確的付款或轉賬負全責並確保我們不致有損失。

(d) 及時更新

您有完全責任向我們適時發出指示及提供資料變動或更新，以更改您的識別代號（或相關紀錄）或任何電子直接付款授權設置，包括但不限於更改您的預設戶口，或終止任何識別代號或電子直接付款授權。您承認，為確保有效地執行付款及資金轉賬指示及避免因不正確或過時的識別代號、電子直接付款授權或相關紀錄而導致不正確的付款或轉賬，備存您的最新識別代號、電子直接付款授權及所有相關紀錄至為重要。

(e) 更改預設戶口

如您或相關參與機構因任何原因終止作為預設戶口的戶口（包括該戶口被暫停或終止），結算公司的系統會自動按戶口綁定服務下與相同識別代號相聯的最新登記紀錄指派預設戶口。您如欲設置另一戶口作為預設戶口，您須透過維持該另一戶口的參與機構更改登記。

(f) 您受交易約束

- (i) 就任何付款或資金轉賬，當您確認交易的相關資料並向我們發出指示，該指示及按其進行的交易即屬最終及不可撤銷，並對您具有約束力。
- (ii) 就登記識別代號或設置電子直接付款授權而言，當您向我們發出指示，該指示即屬不可撤銷，並對您具有約束力。您可按照我們不時指定的程序及要求更改或取消任何識別代號或已設置的電子直接付款授權。

(g) 負責任地使用快速支付系統服務

您必須以負責任的方式使用快速支付系統服務，尤其需要遵守下列責任：

- (i) 您必須遵守所有規管您使用快速支付系統服務的監管規定，包括就收集、使用及處理任何其他人士的個人資料及其他資料方面遵守保障資料私隱的監管規定。您不得使用快速支付系統服務作任何不合法用途或非由結算公司的規則、指引及程序授權或預期的用途；

- (ii) 凡向使用結算公司快速支付系統收取您的付款或資金轉賬的收款人或電子直接付款授權的交易對方發出會向其顯示的備註或訊息，您須遮蓋該等收款人或交易對方的名字或其他資料，以防止任何個人資料或機密資料被未經授權展示或披露；及
 - (iii) 如我們向您提供快速支付系統識別碼作為識別代號，您不應為了獲取心儀號碼或數值作快速支付系統識別碼而重複取消登記及申請重發另一個快速支付系統識別碼。
- (h) 其他有關付款及資金轉賬的責任
- (i) 在發出付款或交易的指示時，您同意採取合理可行的步驟以保障您自身的利益、資金及資產免受欺詐或其他非法活動的損害。您每次均有責任查證收款人實屬可靠並且交易實屬真確，以及作出明智的判斷。為協助您對欺詐、詐騙和欺騙活動保持警惕，我們將根據從快速支付系統或香港警務處不時接收到的風險警告、訊息及指標發出風險警示。
 - (ii) 我們將按本 B 部及我們的條款及細則內的適用條文處理您就快速支付系統服務給予的任何指示。您須遵守其他有關付款、資金轉賬及授權直接付款的責任，包括但不限於在相關戶口存有足夠資金用作不時結清付款及資金轉賬指示。
- (i) 您須就您的授權人士負責
- 當您授權任何其他人士向我們發出有關使用快速支付系統服務的指示或要求（不論您為個人、公司、法團、獨資經營或合夥公司或任何其他非法團性質的組織）：
- (i) 您須為每名獲您授權的人士的所有作為及不作為負責；
 - (ii) 我們收到並真誠相信乃由您或任何獲您授權的人士發出的指示或要求，均屬不可撤銷並對您具有約束力；及
 - (iii) 您亦有責任確保每名獲您授權的人士均會遵守本 B 部就其代您行事適用的條款。

15. 我們的責任及責任限制

- (a) 我們會按結算公司不時施加的適用規則、指引及程序，處理及向結算公司快速支付系統提交您的指示及要求。結算公司快速支付系統有權按其認為適當的次序或

方法處理及執行您的指示及要求。我們無法控制結算公司快速支付系統的運作或其執行您指示或要求的時間。當我們從結算公司快速支付系統或透過結算公司快速支付系統不時收到涉及您的任何識別代號（或相關紀錄）或電子直接付款授權設置或其他有關結算公司快速支付系統事項的狀況更新通知，我們會以我們認為適當的方式及時間通知您。

(b) 在不影響本附表 2 第 15(a)條或我們其他的條款及細則的情況下：

- (i) 我們無須負責您或任何其他人士有關或因使用快速支付系統服務，或有關或因處理或執行您就有關快速支付系統服務或結算公司快速支付系統的指示或要求，而可能引致或蒙受的任何種類的損失、損害或開支，除非任何上述損失、損害或開支屬直接及可合理預見並直接且完全由於我們或我們的人員、僱員或代理人的疏忽或故意失責引致；
- (ii) 為求清晰，我們無須負責您或任何其他人士因或有關下列一項或以上事宜，而可能引致或蒙受的任何種類的損失、損害或開支：
 - (A) 您未遵守有關快速支付系統服務的責任；及
 - (B) 結算公司快速支付系統或快速支付系統的任何功能產生或引致的，或我們可合理控制以外的情況引致的任何延誤、無法使用、中斷、故障或錯誤，包括我們從快速支付系統或香港警務處接收到有關懷疑欺詐、詐騙或欺騙的風險警告、訊息及指標的任何延誤或錯誤；及
- (iii) 在任何情況下，就任何收益損失或任何特別、間接、附帶、相應而生或懲罰性損失或損害賠償（不論是否可預見或可能招致），我們、我們的關聯公司、我們的特許人及上述彼等各自的人員、僱員或代理均無須向您或任何其他人士負責。

(c) 您的確認及彌償

- (i) 在不減低您我們的條款提供的任何彌償的效力或我們可享有的任何其他權利或補償的情況下，就我們及我們的人員、僱員及代理人（或任何一人）有關或因我們提供快速支付系統服務或您使用快速支付系統服務而可能引致或蒙受任何種類的責任、申索、要求、損失、損害、成本、費用及開支（包括全面彌償引致的法律費用及其他合理開支），以及我們及我們的人員、僱員及代理人（或任何一人）可能提出或被提出的所有法律訴訟或程

序，您須作出彌償並使我們及我們的人員、僱員及代理人（或任何一人）免受損失。

- (ii) 如任何責任、申索、要求、損失、損害、成本、費用、開支、法律訴訟或程序經證實為直接及可合理預見並直接且完全因我們或我們的人員、僱員或代理人的疏忽、欺詐行為或故意失責導致，上述彌償即不適用。上述彌償在快速支付系統服務終止後繼續有效。

16. 收集及使用客戶資料

- (a) 為了使用快速支付系統服務，您可能需要不時向我們提供有關下列一名或以上人士的個人資料及其他資料：
 - (i) 您；
 - (ii) 您的付款或資金轉賬的收款人，或您設置任何電子直接付款授權的交易對方；及
 - (iii) 如您為公司、法團、獨資經營或合夥公司或任何其他非法團性質的組織，您的任何董事、人員、僱員、獲授權人士及代表。

我們不時就有關快速支付系統服務獲提供或由我們編製的所有個人資料及資訊統稱為「**客戶資料**」。

- (b) 您同意（及如適用，代表您的每名董事、人員、僱員、獲授權人士及代表同意）我們可為快速支付系統服務的用途收集、使用、處理、保留或轉移任何客戶資料。此等用途包括但不限於下列一項或以上：
 - (i) 向您提供快速支付系統服務，維持及運作快速支付系統服務；
 - (ii) 處理及執行您不時有關快速支付系統服務的指示及要求；
 - (iii) 披露或轉移客戶資料予結算公司及其他參與機構，供彼等就結算公司快速支付系統的運作使用；
 - (iv) 按需遵守的任何監管規定而作出披露；及
 - (v) 任何與上述有關的用途。

- (c) 您明白及同意客戶資料可能被結算公司、我們或任何其他參與機構再披露或轉移予其客戶及任何其他使用結算公司快速支付系統的第三方，作為提供及運作戶口綁定服務及電子直接付款授權服務之用。
- (d) 如客戶資料包括您以外其他人士的個人資料及其他資料（包括任何於本附表 2 第 16(a)(ii)條或第 16(a)(iii)條指明的人士），您確認您會取得並已取得該人士同意，就結算公司、我們及其他參與機構按本第 16 條指明的用途使用（包括披露或轉移）其個人資料及其他資料。

最近更新日期：2023 年 11 月 26 日