

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

### PART A: Your Accounts

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#### 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  - (i) introduce, specify or vary the means by which funds may be deposited into an account, or payments withdrawn or made from an account;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) Unless we specify otherwise, 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 5(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.**

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## 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; and
    - (B) savings and, subject to Schedule 2 to the General Terms and Conditions, payments and transfers, in currencies other than Hong Kong dollars ("**Foreign Currencies**"); 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 7 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, we may still process certain transactions, which would result in you withdrawing or spending more Hong Kong dollars than you have in your Mox Account. Examples of such transactions include:
  - (i) transactions where the amount posted by the merchant exceeds the amount originally presented for authorisation for reasons including currency exchange rate fluctuations or surcharges levied by the merchant;
  - (ii) transactions the value of which was less than or equal to the Hong Kong dollar balance in your Mox Account at the time of our authorisation, but, at the time of posting by the merchant, is in excess of that balance;
  - (iii) transactions directly authorised by a card operator; and
  - (iv) transactions which are not immediately processed by us or does not require our authorisation to effect payment.

If this happens, you owe us the overdrawn amount of Hong Kong dollars 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.

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### 3. Goal accounts

- (a) You may open Hong Kong dollar sub-accounts in your Mox Account for the purposes of creating savings goals (“**Goal accounts**”) in the Mox app. This way you can keep some or all of your Hong Kong dollars separate in your Mox Account.
- (b) Your Goal accounts cannot be overdrawn.
- (c) Your Goal accounts will not be allocated an account number.

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### 4. Mox Invest Account

You may apply to open a sub-account in your Mox Account in connection with Mox Invest (as defined in Schedule 4 to the General Terms and Conditions) in the Mox app. Further terms and conditions that apply this sub-account are set out in Schedule 4 to the General Terms and Conditions.

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### 5. 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;
  - (ii) the times at which you can receive the interest for a time deposit; and
  - (iii) 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 select the principal amount, the tenor, the currency and/or provide any other information that we may require 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) If you have selected to open a Time Deposit Account where:
  - (i) you will receive the interest for the time deposit ‘upfront’:
    - (A) on the day the Time Deposit Account is opened, you will receive an amount equal to the amount of interest you would have been entitled to receive had you held the deposits in the Time Deposit Account until its maturity; and

- (B) on the maturity date for that time deposit, the proceeds in the Time Deposit Account (being the principal amount of the time deposit) will be, either:
  - (aa) transferred to your designated account; or
  - (ab) subject to any other options which we make available to you; and
- (ii) you will receive the interest for the time deposit on the maturity date for that time deposit, on the maturity date, the proceeds in the Time Deposit Account (including the principal amount of the time deposit and/or any interest accrued) will be, either:
  - (A) transferred to your designated account; or
  - (B) subject to any other options which we make available to you.
- (e) We may, at our discretion, allow you to withdraw the deposits in a Time Deposit Account in full or in part before its maturity date. If any of the deposits in a Time Deposit Account is withdrawn in full or in part before its maturity date, without limiting clause 6(e)(iii) of this Schedule 1, you will be required pay us for any losses and reasonable expenses incurred by us in respect of the early withdrawal and any applicable fees or charges, as set out in the 'Fees and Charges' section in the Mox app and/or on our website.

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## 6. 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 5(d) of this Schedule 1; and
  - (iii) if any of the deposits in a Time Deposit Account is withdrawn in full or in part before its maturity date, no interest will be paid on any part of those deposits forming part of the original time deposit. If any interest has been paid to you prior to the maturity date for that time deposit, we will deduct an amount equal to the upfront interest that we have paid you from the deposits subject to early withdrawal before releasing the proceeds to your designated account.

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## 7. Currency Exchange

- (a) You can exchange money in your accounts with Mox for different currencies on the Mox app.
- (b) For some currencies that you exchange on the Mox app, you can keep in your accounts with Mox. For other currencies that you exchange on the Mox app, you need to transfer the proceeds of the currency exchange to another country or region, straight after the currency exchange, using our outward remittance feature, as further described Schedule 2 to the General Terms and Conditions.

We will let you know which currencies you can exchange your money for, as well as which currencies you can keep in your accounts with Mox and which currencies you need to transfer straight after the currency exchange using our outward remittance feature, in the Mox app and/or on our website from time to time.

- (c) For some currencies that you can keep in your accounts with Mox, you will need to exchange these currencies into Hong Kong dollars in accordance with this clause 7, before you can transfer the proceeds out of your account. We will let you

know which currencies you need to exchange into Hong Kong dollars for this purpose, in the Mox app and/or on our website.

We may add, remove or otherwise change the currencies which you need to exchange into Hong Kong dollars before you can transfer the proceeds out of your account, from time to time, at our absolute discretion, and without any notice to you.

- (d) When you exchange your money for a different currency, you must have enough money in your account to cover the amount you wish to exchange, as well as any fees and charges we may charge for the currency exchange. You must exchange enough money to cover these fees and charges. You can see details of these fees and charges in the Mox app and/or on our website.
- (e) When we carry out a currency exchange for currencies that you can keep in your accounts with Mox, we will:
  - (i) deduct the amount of currency you have requested to exchange from, from the deposits in that currency in the account you have chosen; and
  - (ii) after deducting any applicable fees and charges, increase the deposits in the account you have chosen in the currency you have requested to exchange to by the relevant amount.
- (f) When we carry out a currency exchange for currencies that you cannot keep in accounts with Mox or for currencies referred to in clause 7(c) of this Schedule 1, as part of a transfer to another country or region, we will:
  - (i) deduct the amount you have requested to transfer, from the Hong Kong dollar deposits in your Mox Account; and
  - (ii) after deducting any applicable fees and charges, exchange the relevant amount to the Foreign Currency you have requested to transfer and transfer the proceeds of the exchange to the recipient of the transfer as Instructed by you.
- (g) We will carry out currency exchanges at the applicable exchange rate for the currency pair and the purpose for which you are carrying out the currency exchange (i.e. whether you are carrying out the currency exchange on its own or as part of a transfer to another country or region). Unless we are carrying out a currency exchange pursuant to your Instructions under a Recurring Order (as defined in clause 7(h) of this Schedule 1) or a Conditional Order (as defined in clause 7(i) of this Schedule 1), we will display the exchange rate for your currency exchange in the Mox app at the time of the currency exchange transaction. If we are carrying out a currency exchange pursuant to your Instructions under a Recurring Order or a Conditional Order, you will be able to see the exchange rate that we used in the Mox app, after we carry out the relevant currency exchange.
- (h) Recurring Order
  - (i) You can set recurring currency exchanges for currencies that you can keep in your accounts with Mox. We call this “**Recurring Order**”.

- (ii) We may limit the number of Recurring Orders that you may set up at any one time. We will tell of you such limits in the Mox app and/or on our website.
- (i) Conditional Order
  - (i) You can Instruct us to carry out a currency exchange, for currencies that you can keep in your accounts with Mox, when a condition, which you have selected from the options we have made available to you, is satisfied. We call this “**Conditional Order**”.
  - (ii) We may limit the number of a Conditional Orders that you may set up at any one time. We will tell of you such limits in the Mox app and/or on our website.
- (j) 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 currency exchange complies with applicable laws).
- (k) We may limit the number of currency exchanges that can be carried out in the Mox app within a given timeframe. We may also limit the amount of currency you can exchange from, and/or to, for each currency exchange transaction and/or within a given timeframe. We will tell you of any such limits in the Mox app and/or on our website. For the avoidance of doubt, we will not carry out any currency exchange under a Recurring Order or a Conditional Order that would cause you to exceed any such limits set by us.
- (l) We may not carry out or refuse to carry out any currency exchange you Instruct us to carry out (including pursuant to a Conditional Order where the relevant condition has been satisfied) without giving you any notice or reason.
- (m) Foreign Currencies and transactions in connection with Foreign Currencies, may be subject to applicable exchange control laws.
- (n) If we cease to maintain deposits in a particular currency, we may exchange the deposits in that currency for another currency determined by us in our sole discretion.
- (o) 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)**

### **8. 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.

### **8.1 Your Physical Mox Card**

- (a) Before you can use your physical Mox Card, you need to activate it and choose a 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.

### **8.2 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 using your Mox Card directly. In doing so, you agree to the digital wallet terms and conditions set out in Part D of this Schedule 1, and any separate terms and conditions provided by the digital wallet provider.

### **8.3 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).
- (b) 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.

- (c) You can use your Mox Card anywhere that Mastercard is accepted.
- (d) If we approve your application for Mox Credit (see Schedule 3 to the General Terms and Conditions), you can manually switch between linking your Mox Card to your Mox Account and to Mox Credit in the Mox app.
- (e) Spend Auto-Switch
  - (i) You may Instruct us to process an eligible Mox Credit transaction as a transaction on your Mox Card linked to your Mox Account, automatically, where the amount of that transaction (at the time of authorisation) is more than your available credit limit. We call this “**Spend Auto-Switch**”.
  - (ii) **A non-refundable fee applies if you use Spend Auto-Switch.** You can see details on this fee in the ‘Fees and Charges’ section on our website and/or the Mox app.
  - (iii) If you have Instructed us that you wish to use Spend Auto-Switch, until you Instruct us otherwise, each time you make an eligible Mox Credit transaction, and the amount of that transaction (at the time of authorisation) is more than your available credit limit, we will automatically process the transaction as a transaction on your Mox Card linked to your Mox Account and use the proceeds in your Mox Account.
  - (iv) Only certain types of Mox Credit transactions for the purchase of goods or services are eligible for Spend Auto-Switch, as we may determine from time to time. Examples of transactions that are ineligible for Spend Auto-Switch include purchases of goods or services made using 0% Merchant Split Purchase and payment of bills using the ‘Pay bills’ feature in the Mox app.
  - (v) Please note that eligible Mox Credit transactions completed using Spend Auto-Switch will be:
    - (A) effected and processed as a transaction on your Mox Card linked to your Mox Account (and not as a Mox Credit transaction); and
    - (B) considered, for all purposes, as a transaction on your Mox Card linked to your Mox Account (and not as a Mox Credit transaction), including for the purposes of determining the applicable CashBack Rate (as defined in clause 9.2(a) of this Schedule 1) for that transaction.

If you do not have enough money in your Mox Account, the transaction will be dealt with in accordance with clause 2(d) of this Schedule 1.
- (f) While your Mox Card is linked to:
  - (i) your Mox Account, all new Mox Card transactions processed through the Mastercard network, including:

- (A) automatic payments and other recurring arrangements you have set up on your Mox Card previously, while it was linked to Mox Credit; and
- (B) any refunds of purchases you have made on Mox Credit,  
will be taken from the proceeds in or, in the case of refunds, deposited into, your Mox Account in Hong Kong dollars; and
- (ii) 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), unless clause 8.3(e) of this Schedule 1 applies.

If you do not have Mox Credit, all Mox Card transactions will be taken from the proceeds in or, in the case of refunds, deposited into your Mox Account in Hong Kong dollars.

- (g) Our right to debit any of your accounts is not affected by disputes between you and third parties.
- (h) We may impose limits on card transactions or cash withdrawals, including limits on the amount per transaction you can make and/or the number of and/or the total amount of transactions you can make within a given timeframe. We may also combine such limits with other limits we may impose on other types of transactions. You can see details on these limits in the Mox app. See also clause 8.5 of this Schedule 1 on how you may set your own personal limits on the use of your Mox Card.
- (i) 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.

- (j) 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.

- (k) You may ask us to replace or renew your Mox Card, for example, if your existing Mox Card has been damaged, lost or stolen.
- (l) We may cancel or refuse to re-issue, renew or replace your Mox Card without giving you any notice or reason.
- (m) Any transaction you make using your Mox Card can be disputed by contacting our Customer Care Team. 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.

#### **8.4 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):**
  - (A) 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.

## 8.5 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, subject to any absolute limits set by us. You may also change your overseas ATM withdrawal limit via a JETCO ATM in Hong Kong before you travel.

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## 9. CashBack on Your Mox Card

### 9.1 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 9, 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 9 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 linked to your Mox Account and with Mox Credit, our selected CashBack Merchants (and any specific CashBack Rates applicable to such merchants), 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.

## 9.2 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 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 linked to your Mox Account and with Mox Credit, as well as between certain CashBack Merchants.
- (c) If a transaction is eligible for CashBack and several CashBack Rate(s) may apply, you will receive CashBack calculated at the highest applicable CashBack Rate only.

## 9.3 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.

#### 9.4 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 the applicable Cap (nor your utilisation of it) regardless of whether we deduct the relevant CashBack payment from your Mox Account.
- (d) If you change between spending with Mox Credit and spending with your Mox Card linked to your Mox Account (or vice versa), we will not reset or readjust an applicable Cap (nor your utilisation of it). For example, if you receive 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 linked to your Mox Account and then back to spending with Mox Credit again.
- (e) Once you receive CashBack up to an applicable Cap, you may be entitled to receive another type of CashBack on eligible transactions.
- (f) If a single eligible transaction would result in you receiving more CashBack than the applicable Cap, you will receive CashBack up to that Cap and any other type of applicable CashBack on the remaining transaction value. We will apportion the transaction value of the eligible transaction between the CashBack which is capped (up to the applicable Cap) and any other applicable type of CashBack.

#### 9.5 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, balance transfers or loans on card;
  - (v) purchases made using digital wallets, such as WeChat Pay (other than, in most cases, for purchases made using Google Pay or Apple Pay);
  - (vi) reloading of stored value cards, such as Octopus top-ups using Apple Pay;
  - (vii) payments in relation to crypto-currencies;
  - (viii) sending or transferring cash using your cards or from your accounts (whether by a digital means or otherwise);
  - (ix) payments to financial institutions, including brokers and dealers;
  - (x) bill payments, tax payments or insurance payments designated as such by Mastercard;
  - (xi) purchases of Foreign Currencies, money orders or traveler's cheques;
  - (xii) payments of financial charges or fees;
  - (xiii) 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
  - (xiv) 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 received CashBack may subsequently become ineligible for CashBack. You may also receive CashBack on a transaction that was previously ineligible for CashBack.

## 9.6 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) For overseas transactions that are eligible for 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.
- (h) 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 received 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 received 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.
- (i) 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.
  - (j) 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.
  - (k) You will not receive any CashBack for so long as your Mox Account is suspended.
  - (l) 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 receive CashBack or additional CashBack, are improper purposes; or
    - (iii) for any other reason we deem appropriate.
  - (m) 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.
  - (n) 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.

- (o) 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.

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## 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 will be either a 'World Debit Mastercard' or a 'World Mastercard' (as determined by us) and your use of your Mox Card may also be subject to relevant terms and conditions issued by Mastercard. Mastercard may give you access to benefits and/or services in connection with your Mox Card provided by it or other third parties. Such benefits and/or services will be subject to the Mox Disclaimer which can found in the Mox app and/or on our website.

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## 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.

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## 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.

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### 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).

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### 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.

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## 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.

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## 16. Our Liability

Unless the law says otherwise:

- (a) 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;

- (b) Mox is not liable to you or to any third party for any modification, suspension or discontinuance of the OTP Service;
- (c) 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;
- (d) 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
- (e) 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).

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#### **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.

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#### **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**

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#### **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.

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#### **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).

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## 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.

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## 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.

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## 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.

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## 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.

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