

General Terms and Conditions

1. Application

- (a) We, Mox Bank Limited (“**Mox**”, “**we**”, “**us**” or “**our**”), are a licensed bank incorporated in Hong Kong, authorised under the Banking Ordinance (Cap. 155 of the Laws of Hong Kong) and supervised by the Hong Kong Monetary Authority.
- (b) These legal terms are between you and us and you agree to and are bound by them by opening and maintaining an account with us and using any of our products or services.
- (c) “**These terms**” consist of:
 - (i) any terms, information or documents we provide to you or you submit to us in connection with your application for any account, product or service (“**Application Documents**”);
 - (ii) in respect of any account, product or service, the relevant set of terms or documents issued by us, and all agreements, consents or confirmations accepted by us and/or you that govern the relevant account, product or service (including any terms and conditions relating to fees and charges) (“**Additional Terms**”); and
 - (iii) this document (including each schedule to it).
- (d) **You must read these terms, along with our Personal Information Collection Statement, Privacy Policy Statement (each of which can be found in the Mox app and/or on our website) and any other terms we provide to you, carefully, to make sure that you understand them and the consequences of agreeing to be bound by them. We recommend that you obtain independent legal, financial and tax advice with respect to these terms.**
- (e) If there is any inconsistency between the different documents comprising these terms, preference will be applied in the following order (subject to the application of any mandatory provisions of any applicable laws and regulations):
 - (i) Application Documents;
 - (ii) Additional Terms; and
 - (iii) these terms.
- (f) In these terms, “**Standard Chartered Group**” means each of or collectively Standard Chartered PLC and its subsidiaries and affiliates (including each branch or representative office). Mox is a member of the Standard Chartered Group.

2. Scope of Services

- (a) We may open and maintain accounts for you and provide you with products and services in connection with any such accounts based on eligibility criteria and

terms and conditions and through such means, as we may determine from time to time.

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

3. Our Relationship with You

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

4. Your Instructions

- (a) If we reasonably believe an instruction is given or appears to be given by you (an “**Instruction**”), we may act and rely on it without being liable.
- (b) We will act on an Instruction as soon as reasonably practicable after we receive it but only if in our reasonable opinion, it is practicable and reasonable to do so.
- (c) We may specify or vary the form or means by which you may give us an Instruction.
- (d) Each Instruction you give us must be accurate and complete.
- (e) **You are bound by any Instruction as understood and executed by us in good faith even if:**

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

5. Statements

- (a) Your account transactions will be set out in a monthly statement covering the relevant period unless otherwise required or permitted by applicable laws or regulations.
- (b) **You can download your statements from the Mox app, and save and print them for your records. We will let you know when a new statement is available.**
- (c) **If you would like to receive a paper statement, you can email us at care@mox.com or otherwise contact our Customer Care Team. A fee applies.**
- (d) You must check each statement and let us know if you think it contains any errors. If you think there is an error in any statement you must notify us with details of the error:
 - (i) within 60 days from the statement date for errors regarding any transactions on Mox Credit or on your Mox Card conducted via the Mastercard network; or

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

If you do not do so:

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

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

- (e) We are not required to issue you a statement for an account if no transaction has been recorded on that account since the previous statement.
- (f) You will only be able to access your statements from the previous 7 years.
- (g) You will not be able to access your statements for an account via the Mox app once that account has been closed. If you would like a copy of a statement for an account that has been closed, you can email us at care@mox.com or otherwise contact our Customer Care Team.

6. Fees, Charges and Interest

- (a) You must pay us the fees, charges or interest in respect of the accounts, products and services as set out in our 'Fees and Charges' section in the Mox app and/or on our website, or as we may otherwise notify you.
- (b) We may collect fees, charges or interest from you in such manner and at such intervals as we may specify. We may vary the fees, charges or interest rates and the frequency of payment by notice. Any fees, charges or interest paid is not refundable unless we agree otherwise.
- (c) You are required to pay all costs and expenses reasonably incurred by us in connection with any account, product or service. These costs and expenses may include any applicable taxes, duties and levies payable in respect of your assets, and any expenses for preserving or enforcing our rights in connection with any account, product or service.
- (d) Where a negative interest rate applies to any currency, we may impose negative interest on any credit balance denominated in such currency under any account.
- (e) We are entitled to debit from any of your accounts with Mox, any and all sums you may owe us from time to time. Any delay in us debiting your account for this purpose will not constitute a waiver of, or otherwise affect any of, our rights under these terms. If the debiting of an account by us would result in more money being taken out than you have in that account, we may consider this as a request from you for an unauthorised overdraft, which we may provide. In such circumstances, you may be required to pay us:

- (i) interest which we are entitled to (as shown in the Mox app); and
- (ii) an arrangement fee for the overdraft.

7. Information We Display or Provide

We may display in the Mox app or provide to you at your request, information in connection with our products and services, including information relating to financial markets. Without limiting anything in these terms:

- (a) such information may be provided by one or more independent third parties;
- (b) such information is displayed or provided to you for reference purposes only, we are not obliged to ensure that such information is true and accurate and you acknowledge that you are relying on such information at your own risk; and
- (c) neither Mox nor any independent third party will be liable, in any way (whether in tort, contract or otherwise), for any loss or damage you incur in connection with such information.

8. Protecting Your Money

- (a) **You must protect your device, your Mox app, your cards, your card information and your authentication factors that you use to access our products and services and make sure that only you can use them. If you do not protect them, we may not give you back any money another person takes out or uses from your accounts (including any credit card accounts) without your permission.**
- (b) To protect your device and your Mox app, you must:
 - (i) use an authentication factor (such as biometrics or other authentication factors permitted by your device provider) to access your device and your Mox app;
 - (ii) ensure only your biometrics are registered on your device and, where possible, only register your biometrics on one single device;
 - (iii) not use face ID to access your device and/or your Mox app if this would not be a secure or reliable way to authenticate your identity (for example, if you have an identical twin sibling);
 - (iv) keep your device safe, secure and in your own custody and not share it with any other person. In particular, you must not leave your device unattended while you are logged in to the Mox app or allow any other person to use your device, as such other person who uses the Mox app on your device will be able to act on your behalf and you will be responsible for anything they do; and

- (v) delete the Mox app on your device before you sell, recycle, discard or permanently give your device away or when all your accounts with Mox are closed.
- (c) To protect your cards, you must:
 - (i) sign each card as soon as you receive it;
 - (ii) always keep your cards in a safe place;
 - (iii) never lend any of your cards to anybody; and
 - (iv) delete your cards from any digital wallets on your device before you sell, recycle, discard or permanently give your device away or when all your accounts with Mox are closed. You should also remove your cards from your digital wallets when you give your device to someone else temporarily (for example, for repairs).
- (d) To protect your authentication factors, you must:
 - (i) not choose an authentication factor that is associated with you (such as your date of birth, telephone number or vehicle number plate) or is the same as any of your other authentication factors for accessing other services (such as your wifi or email accounts);
 - (ii) keep your authentication factors secure and safe and not share them with any other person or write your authentication factors down on your device, on your cards or on anything else usually kept with or near them. Any other person who uses your authentication factors to access the Mox app on your device or use your cards will be able to act on your behalf and you will be responsible for anything they do; and
 - (iii) change your authentication factors regularly to prevent any unauthorised access to your device, your Mox app and your cards.
- (e) You must lock your card on the Mox app straight away if you suspect that:
 - (i) your card, any card information or any authentication factors in connection with your card have been compromised or used by any unauthorised person;
 - (ii) any other person has gained unauthorised possession of your card or used your card improperly; or
 - (iii) your card is lost or stolen.
- (f) **You must follow our security advice that we provide you from time to time (including the 'Security Tips' on our website).**
- (g) **You must notify us, as soon as reasonably practicable, if you find or believe that:**

- (i) your device, your Mox app, any card, any card information and/or any of your authentication factors have been lost, stolen or otherwise compromised; or
- (ii) unusual, suspicious or unauthorised transactions have been conducted on any of your cards or accounts with Mox.

Until we receive such notice, you may be bound by any transaction on your card or your accounts by any person, whether or not such transaction has been authorised by you.

- (h) If your card or any information relating to your card (including any authentication factors) have been lost, stolen or compromised and you have:
 - (i) not acted fraudulently or been grossly negligent;
 - (ii) notified us, as soon as reasonably practicable, in accordance with clause 8(g) above; and
 - (iii) have followed the safeguards and have complied with your obligations set out in this clause 8 and other recommendations and terms we provide to you from time to time regarding the safety and security of your device, your Mox app, your cards, your card information and your authentication factors (including the 'Security Tips' on our website),

your liability in respect of transactions on your card (other than cash advances), that were conducted prior to us receiving your notice, will be limited to HKD500.

For the avoidance of doubt, you are liable for all cash advances (and any interest, fees and charges in connection thereof) made on your cards, whether or not such cash advances have been authorised by you.

- (i) You will be liable for all losses you incur as a result of your device, your Mox app, your cards, your card information and/or your authentication factors being lost, stolen or compromised, if you have:
 - (i) acted fraudulently or been grossly negligent;
 - (ii) failed to notify us, as soon as reasonably practicable, in accordance with clause 8(g) above; or
 - (iii) failed to follow the safeguards or comply with your obligations set out in this clause 8 or other recommendations or terms we provide to you from time to time regarding the safety and security of your device, your Mox app, your cards, your card information and your authentication factors (including the 'Security Tips' on our website).

9. Termination and Suspension

- (a) To close any of your accounts in the Mox app you will need to:
 - (i) provide notice to us (and, during the period from when you notify us to close your account until the actual date of its closure:
 - (A) transactions will continue to be processed; and
 - (B) we may continue to contact you,
in connection with your account(s));
 - (ii) ensure the account balance is zero (we suggest that you withdraw your remaining account balance from an ATM or transfer it to another bank account);
 - (iii) pay us any amount you owe us and settle any unpaid transactions;
 - (iv) download and/or print out your statements for your records; and
 - (v) cancel or modify any arrangements set up or authorised by you (including automatic payment, direct debit, regular payment and other standing arrangements) with the relevant merchant or third party. We are not responsible for cancelling or transferring any such arrangements.
- (b) If you close an account in the middle of a statement period, your statement for that period will not be available via the Mox app. If you would like a copy of that statement, you can email us at care@mox.com or otherwise contact our Customer Care Team. If you would like to receive the statement as a paper statement, a fee will apply.
- (c) If you received any reward (whether in the form of cash or otherwise) in connection with any promotional offer related to account opening provided by us and you subsequently close your Mox Account within 12 months of when you opened it, we have the right to deduct an amount equal to the total value of such reward from your Mox Account prior to us completing the closure of your Mox Account.
- (d) We may suspend or terminate all or any part of an account or a product or service by giving you 30 days' prior notice (or, in exceptional circumstances, without notice) if:
 - (i) we cannot verify your identity or the source of your money;
 - (ii) we suspect on reasonable grounds that there has been a breach of law or regulation, including any unauthorised use of an image or name;
 - (iii) we need to protect you or us from fraud or other loss;
 - (iv) you are no longer eligible to bank with us;

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

10. Set-Off and Lien

- (a) We are entitled, at any time and without notice to you, to combine or consolidate any credit balance of any account and set off, debit, withhold and/or transfer any sum thereof in or towards satisfaction of any of the obligations and liabilities owed by you to us in whatever capacity, whether actual or contingent, primary or collateral, or several or joint. If such combination, consolidation, set-off, debit, withholding or transfer requires the conversion of one currency into another, such conversion will be made at the prevailing exchange rate determined by us at the relevant time. We will notify you as soon as practicable after exercising our rights under this clause 10.
- (b) We may exercise a lien over all your property which is in or coming into our possession or control, for custody or any other reason and whether or not in the ordinary course of our business. We have the power to dispose of any such property and apply the proceeds of disposal, after deduction of our reasonable expenses, to satisfy any obligations and liabilities owed by you to us.

11. Payments into Suspense Account

We may place into a suspense account, any payment we receive from you, in connection with any account, product or service we provide to you or these terms, so long as we consider it appropriate. This is to protect our rights against other amounts you or a third party may owe us.

12. Limitation of Liability

- (a) We are not liable for any taxes or duties payable on or in respect of any account, product or service we provide to you or assets held under these terms.
- (b) To the extent permitted by any law or regulation, we are not liable for any loss or damage incurred or suffered by you or any other person arising from or in connection with any account, product or service or these terms, including:
 - (i) any act or omission by us or our officers, employees or agents, other than as a result of our or their negligence, fraud or wilful default;
 - (ii) any interruption, delay or failure (in whole or in part) in providing any product or service or in the performance of our obligations in respect of any account, product or service under these terms that is beyond our reasonable control;
 - (iii) our execution of, decision not to process, or any delay or failure to act on, any Instruction in part or in full for any reason;
 - (iv) our inability to effect transactions at the prices or rates quoted at any specific time;
 - (v) any fluctuation in exchange rates between the time we receive an Instruction and the time we act on it;
 - (vi) any default by you in performing your obligations under these terms;
 - (vii) the preservation or enforcement of our rights or exercise of our powers in connection with any account, product or service or these terms;
 - (viii) your failure to provide complete, accurate and up-to-date information requested by us in discharging our regulatory or legal duties;
 - (ix) the negligence, act or failure to act of any third party; and
 - (x) any event beyond the reasonable control of the affected party, such as one or more of the following:
 - (A) any act of God or sovereign;
 - (B) acts, restrictions, regulations, edicts, mandates, refusals to grant any licenses or permissions, changes in policy or prohibitions or measures of any kind on the part of any Relevant Authority or the exercise of military or usurped powers;
 - (C) interruptions, calamity, war, invasion, riots, hostilities, terrorism, sabotage or other blockade or embargo, insurrection, natural disasters, adverse weather conditions, strikes, industrial actions;

- (D) breakdown, malfunction or failure of transmission or power, communication or computer facilities or systems;
- (E) infection or disease epidemic(s), pandemic(s) or contamination;
- (F) market disruption or fluctuation; and
- (G) a material change in the monetary, political, financial or economic conditions or exchange or capital controls or other moratorium or restrictions on currency exchange or remittance, whether in Hong Kong or elsewhere.

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

- (c) In no event will we, our affiliates, group companies, licensors or any of our or their respective officers, employees or agents be liable to you or any other person under any circumstances for any loss of profit or interest or any special, indirect, incidental, consequential or punitive loss or damages (whether or not they were foreseeable or likely to occur) arising from or in connection with any account, product or service or these terms.

13. Indemnity

- (a) To the extent permitted by laws and regulations, you will indemnify and reimburse us for all actions, proceedings and claims which may be brought by or against us, and for all our losses and damages, and all reasonable costs and expenses which we may incur or suffer, arising from or in connection with any account, product or service or these terms, unless due to our negligence, fraud or wilful default and only to the extent of direct and reasonably foreseeable loss and damage arising directly and solely from such negligence or wilful default.
- (b) This clause 13:
 - (i) is in addition to any other indemnity set out in these terms; and
 - (ii) continues after the termination of the accounts, products or services or these terms.

14. Keeping in Touch

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

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

- (b) Due to factors beyond our control (such as mobile network connectivity), we cannot guarantee that you will receive our notifications. Therefore, you should not rely on them, particularly when your reliance could result in a loss to you (such as a fee or missed payment).
- (c) We are not liable for any loss you may suffer as a consequence of not receiving a notification from us.
- (d) It is your responsibility to tell us within 30 days of any change to your personal details (such as your name, phone number, identification information, email address, tax status (or anything that may affect your tax status) or residential address). You may need to give us documents relating to the change to prove it is genuine.
- (e) In order to contact us, you can:
 - (i) send us an email;
 - (ii) call us on +852 2888 8228;
 - (iii) use the in-app call or chat feature in the Mox app; or
 - (iv) send us a letter.

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

15. Suggestions and Complaints

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

16. Recording and Document Retention

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

17. Appointment of Agent or Nominee

- (a) We may appoint any other person(s), whether in or outside Hong Kong, as our agent or nominee to perform any services for us, for example, a service provider or sub-contractor.

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

18. Additional Services

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

19. Rebates and Commissions

- (a) We may receive payments such as remunerations, commissions, rebates and/or subsidies, or any other benefits or advantages from any third parties (including our direct and indirect shareholders and members of the Standard Chartered Group), directly or indirectly in connection with any account, product or service or any promotion we may make available to you from time to time. The nature, amount and method of calculating any such payments, benefits or advantages may vary from time to time, depending on the third parties and/or transactions involved. We are entitled to retain any such payments, benefits or advantages for our own account and benefit, absolutely, without having to make any prior disclosure to you.
- (b) We may offer payments such as remunerations, commissions, rebates, subsidies, and any other benefits or advantages to third parties (including our direct and indirect shareholders and members of the Standard Chartered Group), directly or indirectly, in connection with any account, product or service or any promotion we may make available to you from time to time. The nature, amount and method of calculating any such payments, benefits or advantages may vary from time to time, depending on the third parties and/or transactions involved. Such third parties are

entitled to retain any such payments, benefits or advantages for its own account and benefit, absolutely, without having to make any prior disclosure to you.

20. Collection and Use of Your Information

- (a) We and any member of the Standard Chartered Group may collect, use, transfer or disclose your information (which may include your personal data and information, information relating to your accounts or the products and services you use, technical information about your device, application software and peripherals and information about your relationship with us or the Standard Chartered Group), to the extent permitted by laws and regulations.
- (b) Your information may be requested by us or on our behalf or the Standard Chartered Group, and may be collected from you directly, from a person acting on your behalf, from other sources (including from publicly available information), and it may be generated or combined with other information available to us or any member of the Standard Chartered Group.
- (c) We and any member of the Standard Chartered Group may use, transfer and disclose your information:
 - (i) in connection with providing the accounts, products and services under these terms;
 - (ii) (for your personal data) as set out in our Personal Information Collection Statement and Privacy Policy Statement (together, the “**Privacy Documents**”), (each of which can be found on the Mox app and/or on our website); and
 - (iii) in connection with matching against any data held by us or the Standard Chartered Group for whatever purpose (whether or not with a view to taking any adverse action against you),

(sub-clauses (i) to (iii) above are collectively referred to as the “**Purposes**”).
- (d) We may (as necessary and appropriate for the Purposes) transfer and disclose any of your information to the recipients set out in the Privacy Documents (who may also use, transfer and disclose such information for the Purposes).
- (e) If you provide us with information of any other person, you must have notified that person of this clause 20 and the Privacy Documents and obtained that person’s consent to the use, transfer and disclosure of such information as provided in this clause 20 and the Privacy Documents.

21. Your Confirmations, Undertakings, Representations and Warranties

- (a) Your Capacity and Legality to Use the Accounts, Products and Services
 - (i) You have full capacity, power and authority to execute, deliver, exercise your rights, perform and comply with your obligations under these terms.

- (ii) You agree that these terms constitute legal, valid and binding obligations enforceable against you in accordance with their terms.
 - (iii) You confirm that none of the money or assets in your accounts are proceeds of organised crime.
 - (iv) You will comply with all applicable laws and regulations relating to the opening and your use of the accounts, products and services.
 - (v) You have the legal right to use any image or name provided to us in connection with your accounts, and we may refuse to accept the use of any such image or name in our absolute discretion.
 - (vi) You confirm that no action, suit or proceedings (whether in Hong Kong or elsewhere) before any court, tribunal, arbitral or administrative body or government agency that is likely to affect the legality, validity or enforceability against you or your ability to perform the obligations under these terms is pending or, to your knowledge, threatened.
 - (vii) You confirm that you have never been, and are currently not, bankrupt. You do not intend to declare bankruptcy and are not aware of any bankruptcy proceedings against you.
 - (viii) You agree that you will provide us with all documents and information as we may reasonably require to enable us to comply with any laws or regulations.
 - (ix) All information you provide to us in connection with the accounts, products and services is complete and accurate. You will tell us if there is any update or change to such information.
- (b) Sanctions
- (i) You are not:
 - (A) the subject of any sanctions administered or enforced by the US Department of the Treasury's Office of Foreign Assets Control, the US Department of State, the United Nations Security Council, the European Union, HM Treasury, the Hong Kong Monetary Authority or any other relevant sanctions authorities ("**Sanctions**") ; or
 - (B) located or resident in a country or territory that is, or whose government is, the subject of Sanctions.
 - (ii) You agree that you will not use the money in any account or any of our credit facilities, or lend, contribute or otherwise make available such funds to any person (whether directly or indirectly):
 - (A) to fund any activities or business in any country or territory, that, at the time of such funding, is, or whose government is, the subject of Sanctions; or

(B) in any other manner that would result in a violation of Sanctions.

(c) You Are Not Connected to Mox

- (i) If you (or, if applicable, any of your guarantors or security providers) are or become our Connected Person at any time, you must immediately notify us in writing.
- (ii) You authorise us to exchange with the Standard Chartered Group any information relating to you (or, if applicable, any of your guarantors or security providers) and any credit facilities (including any overdraft) granted to or guaranteed by you or the Connected Person to comply with our legal obligations as a bank.

For the purposes of this clause 21(c), **“Connected Person”** means any person who:

- (w) holds 10% or more of our issued shares;
- (x) is our director;
- (y) is our employee with lending authority; or
- (z) is a relative (including spouse or ex-spouse) of any person set out under sub-clauses (w), (x) or (y) above.

(d) Your Confirmation of Tax Compliance

- (i) You are solely responsible for understanding and complying with your tax obligations (including tax payment or filing of returns, any income reporting requirements or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of any account, product or service.
- (ii) You confirm that you have not been committed or convicted of any serious tax crimes or been subject to any investigation or criminal proceedings, whether in Hong Kong or elsewhere, in relation to tax matters. You do not have knowledge of such investigations or proceedings being taken against you.
- (iii) You confirm that the purpose for opening an account or using the products or services is not illegitimate, and you will not use any account, product or service for illegal tax activities, tax avoidance or evasion.
- (iv) We have no responsibility in respect of your tax obligations in any jurisdiction which may arise including any that may relate specifically to the opening and use of any account, product or service provided by us. We have not provided and will not provide any tax advice.
- (v) You understand and acknowledge that:

- (A) any amount payable by you to us is subject to all applicable laws and regulations, including any tax requirement, foreign exchange restriction or control. You are liable for any tax, gross-up or similar charges payable in connection with any transaction effected under these terms; and
- (B) we are authorised to debit, withhold or deduct any amount of tax or duties from any payment payable to you or any account.
- (vi) Without limiting clause 21(d)(v) above, you confirm that any withholding tax obligation or other obligations to make deduction or withholding under any applicable law or regulation (whether in or outside Hong Kong) shall be your responsibility. If any law or regulation requires you to deduct any amount from a payment to us, you must increase the amount you pay us, so that, after you make the deduction, we receive the amount we would have received if no deduction had been made. You will deliver promptly evidence satisfactory to us that you have complied with any applicable deduction or withholding obligations upon our request.

22. Making Changes to These Terms

- (a) These terms will be available via the Mox app and on our website. The version of these terms on our website prevails if there is any inconsistency between the Mox app and website versions of these terms.
- (b) We can make changes to any of these terms for any reason but we will give you notice of any changes. The changes will apply from the date stated in the notice.
- (c) For changes which will result in an increase in our fees or charges and/or affect your liabilities and obligations, we will give you at least 30 days' notice, unless such changes are not within our control.
- (d) By continuing to use your accounts and our products and services, you agree to our updated terms.
- (e) If you do not agree to the changes, you should let us know and immediately close your accounts and stop using our products and services.

23. Governing Law and Jurisdiction

- (a) These terms are governed by the laws of Hong Kong and we and you accept the non-exclusive jurisdiction of the courts having jurisdiction there.
- (b) You waive any right you may have to immunity from legal proceedings, enforcement or other legal process in connection with your accounts, any of our products or services or these terms.

24. Miscellaneous Provisions

(a) Assignment By Us or By You

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

(b) Binding Effect

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

(c) Waivers

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

(d) Partial Invalidity

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

(e) No Third Party Rights

A person who is not a party to these terms has no right to enforce or enjoy the benefit of any of these terms pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong).

(f) Language

The English version prevails if there is any inconsistency between the English and Chinese versions of these terms or any contents in the Mox app.

25. Interpretation

In these terms and other terms and conditions we may issue from time to time, unless the context requires otherwise:

(a) a reference to a document means that document as amended, novated, supplemented, varied or replaced from time to time;

(b) a reference to 'including', 'includes', 'include', 'such as' or 'for example' shall be read as if it is followed by '(without limitation)';

- (c) if a provision requires or permits any person to make or take any decision, determination or action with respect to matters governed by these terms, unless expressly provided otherwise, such decision, determination or action may be made or taken by such person in its sole and absolute discretion;
- (d) where a word or an expression is defined, any other part of speech or grammatical form of that word or expression has a corresponding meaning;
- (e) words in the singular include the plural and vice-versa;
- (f) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any sub-ordinate legislation issued under, that legislation or legislative provision;
- (g) a reference to any party includes that party's executors, administrators, substitutes, successors and permitted assigns;
- (h) headings are for convenience only and do not affect interpretation of a document; and
- (i) no provision will be construed adversely to a party because that party was responsible for preparing that provision.

Last updated: 17 February 2025

一般條款及細則

1. 適用情況

- (a) 我們，Mox Bank Limited（「**Mox**」或「**我們**」）是一家根據《銀行業條例》（香港法例第 155 章）獲授權在香港註冊成立的持牌銀行，並受香港金融管理局監管。
- (b) 以下法律條款由您與我們訂立。您在 Mox 開立及維持戶口及使用任何我們的產品或服務即表示您同意這些條款，並受其約束。
- (c) 「**本條款**」包含：
 - (i) 我們向您提供或就您申請任何戶口、產品或服務而由您向我們提交的任何條款、資料或文件（「**申請文件**」）；
 - (ii) 就任何戶口、產品或服務而言，我們發出與之相關的整套條款或文件，以及我們及 / 或您所接受，用以規限有關戶口、產品或服務（包括任何有關收費及手續費的條款或文件）的所有協議、同意書或確認書（「**額外條款**」）；及
 - (iii) 本文件（包括各附表）。
- (d) 您必須細閱本條款，並須一併閱讀我們的個人資料收集聲明、私隱政策聲明（分別可於 Mox 應用程式及 / 或我們的網站找到）及我們向您提供的任何其他條款，以確保您明白這些條款及同意受其約束的後果。我們建議您就本條款徵詢獨立法律、財務及稅務意見。
- (e) 如載有本條款的不同文件之間有任何不一致，將按下列次序決定規限其效力（惟必須受制於任何適用法例及法規的任何強制性條文）：
 - (i) 申請文件；
 - (ii) 額外條款；及
 - (iii) 本條款。
- (f) 在本條款中，「**渣打集團**」分別或一併指 Standard Chartered PLC 及其附屬公司及聯屬公司（包括每間分行或代表辦事處）。Mox 是渣打集團的成員。

2. 服務範圍

- (a) 我們可根據我們不時決定的資格準則、條款及細則及途徑為您開立及維持戶口，以及向您提供與任何這些戶口有關的產品及服務。
- (b) 我們可以：
 - (i) 推出新的戶口、產品或服務；
 - (ii) 更改或暫停任何現有戶口、產品或服務；及 / 或
 - (iii) 結束或撤銷任何現有戶口、產品或服務。
- (c) 就開立、維持或結束任何戶口或提供產品或服務，您必須依循我們的程序，並向我們提供我們可合理要求的任何資料或文件。
- (d) 我們保留可以絕對酌情接受或拒絕您為任何帳戶、產品或服務提出的任何申請或請求的最終決定權而無須給予任何理由。

3. 與您的關係

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

4. 您的指示

- (a) 如我們合理相信指示由您發出或看似由您發出（「指示」），我們可執行並倚賴這項指示，而無須承擔責任。
- (b) 在我們合理認為實際可行及合理的情況下，我們會於收到指示後在合理可行範圍內盡快執行指示。

- (c) 我們可指定或更改您可向我們發出指示的形式或途徑。
- (d) 您向我們發出的每項指示必須為準確及完整。
- (e) **您須受我們真誠理解及執行的指示約束，即使：**
 - (i) **指示並不正確、虛假或不清晰；或**
 - (ii) **指示並非由您發出或授權。**
- (f) 我們可以接受、拒絕執行或取消任何指示（或任何指示的部分）而無須給予任何理由。例如，我們可在以下情況延遲執行或不執行指示，而無須事先通知您：
 - (i) 如我們合理認為這項指示不清晰；
 - (ii) 如這項指示並非以我們接受的形式或途徑發出；
 - (iii) 如我們由於當時市場狀況或超出我們合理控制範圍的任何其他原因使我們未能執行這項指示；或
 - (iv) 如我們相信或懷疑這項指示會導致不合法、欺詐、不誠實或未經授權、或不符合任何市場要求或本條款之交易。然而，我們不需要確定或查詢這項指示的目的或合法性。
- (g) 我們並非必須執行指示，以取消或修改一項較早的指示。我們可能已完全執行這項指示，或沒有足夠時間，或因任何其他原因使我們不能取消或修改一項尚未執行或已部分執行的指示。在這些情況下，就因或有關我們執行較早的指示，而引致您蒙受或招致的任何損失或開支，我們概不負責。
- (h) 您確認及接受向我們的客戶服務團隊發出指示（而非透過 Mox 應用程式的標準程序發出指示）所涉及的風險。

5. 結單

- (a) 除非適用法律或法規另有規定或准許，月結單會載列於涵蓋期間您的戶口項下的交易。
- (b) **您可從 Mox 應用程式下載您的結單，然後儲存及列印結單供以作紀錄。當備妥新結單後，我們會通知您。**

- (c) 如欲收取紙張結單，您可電郵至 care@mox.com 或聯絡我們的客戶服務團隊。我們會就此收費。
- (d) 您必須檢查每張結單，如發現當中有任何錯誤，請通知我們。如您發現任何結單有錯誤，您必須在下列期間通知我們有關錯誤的詳情：
 - (i) 由結單日期起計 60 日內，有關任何以 Mox Credit 或您的 Mox 卡透過萬事達卡網絡進行的交易所涉的錯誤；或
 - (ii) 由結單日期起計 90 日內，有關任何其他交易。否則：
 - (y) 結單將被視為正確、最終及對您具有約束力；及
 - (z) 您將放棄就這份結單向我們提出任何反對或追索任何補救方法的任何權利，除非錯誤是因我們、我們的職員、僱員或代理的疏忽、欺詐行為或故意失責而引致。
- (e) 如上一張結單起您的戶口並無交易紀錄，我們無須就該戶口向您發出結單。
- (f) 您僅可取閱過去 7 年您的結單。
- (g) 一旦您的戶口結束，您將無法透過 Mox 應用程式存取該戶口的結單。如果您想要已結束戶口的結單副本，您可以發送電子郵件至 care@mox.com 或以其他方式聯絡我們的客戶服務團隊。

6. 收費、手續費及利息

- (a) 您必須向我們支付根據 Mox 應用程式中及 / 或我們的網站上的「收費及手續費」部分載列或我們給予您的另行通知中指明有關戶口、產品及服務的收費、手續費或利息。
- (b) 我們可按我們指明的方式及相隔期間向您收取收費、手續費或利息。我們可透過通知更改收費、手續費或利息及付款次數。除非我們另行同意，否則任何已付收用、手續費或利息均不予退還。
- (c) 您須就任何戶口、產品或服務支付我們合理地招致的所有費用及開支。這些費用及開支可包括與您的資產有關的任何適用稅項、徵稅及徵費，及就任何戶口、產品或服務而保留或執行我們的權利的任何開支。

- (d) 如負利率適用於任何貨幣，我們可就任何戶口內相關貨幣的任何結餘徵收負利息。
- (e) 我們有權不時從您於 Mox 的任何戶口中扣除您任何及全部應向我們支付的所有款項。我們為前述目的於您於 Mox 的任何戶口中的延遲扣賬不構成放棄行使或影響我們在本條款下的權利。如我們扣賬的金額超出您的戶口內的結餘，我們可將之視為您發出（而我們可以提供的）的未獲授權透支要求。在此情況下，您可能須向我們支付：
 - (i) 我們應得的利息（按 Mox 應用程式內所示）；及
 - (ii) 透支的手續費。

7. 我們展示或提供的資訊

我們可能會在 Mox 應用程式中顯示或應您的要求向您提供與我們的產品和服務相關的資訊，包括與金融市場相關的信息。在不限制這些條款的任何內容的情況下：

- (a) 此類資訊可能由一個或多個獨立第三方提供；
- (b) 向您展示或提供的此類資訊僅供參考，我們沒有義務確保此類資訊的真實性和準確性，並且您承認您依賴此類資訊的風險由您自行承擔；及
- (c) Mox 或任何獨立第三方均不會以任何方式（無論是侵權行為、合約或其他方式）對您因此類資訊而遭受的任何損失或損害承擔責任。

8. 保護您的款項

- (a) **您必須保護及確保只有您方可使用您的裝置、您的 Mox 應用程式、您的卡、您的卡資料及您用於使用我們產品或服務的您的認證因素。如您未能保護此等裝置、應用程式、卡、卡資料或認證因素，我們可能不會向您退還其他人士未經您許可而從您的戶口提取或使用的任何款項（包括任何信用卡戶口）。**
- (b) 為了保護您的裝置和您的 Mox 應用程式，您必須：
 - (i) 使用一個認證因素（例如生物特徵或您的裝置供應商允許的其他認證因素）來存取您的裝置及您的 Mox 應用程式；
 - (ii) 確保您的生物特徵僅在您的裝置上註冊，並且在可能的情況下，僅在一台裝置上註冊您的生物特徵；

- (iii) 如果面孔辨識不是驗證您身分的安全或可靠方式（例如，如果您有同卵雙胞胎兄弟姐妹），切勿使用面孔辨識以存取您的裝置及 / 或您的 Mox 應用程式；
 - (iv) 確保裝置安全、穩妥並由您自行保管及切勿與任何其他人士分享共用您的裝置。尤其是在您登入 Mox 應用程式期間切勿閒置您的裝置不作看管，或允許任何其他人士使用您的裝置，因為在您的裝置上使用 Mox 應用程式的任何其他人士都可以代表您行事而您須就他們所做的任何事情負責；及
 - (v) 在出售、循環再用、丟棄或永久棄置您的裝置前，或在所有您於 Mox 的戶口結束之時，刪除 Mox 應用程式。
- (c) 為了保護您的卡，您必須：
- (i) 在收到每張卡後儘快在卡上簽署；
 - (ii) 時常保存您的卡在安全位置；
 - (iii) 永不將您的卡借予任何人士；及
 - (iv) 在出售、循環再用、丟棄或永久棄置您的裝置前，或在所有您於 Mox 的戶口結束之時，從電子錢包移除您的卡。如您暫時將您的裝置交給別人（例如作維修），您亦應移除您在電子錢包中您的卡。
- (d) 為了保護您的認證因素，您：
- (i) 切勿選用包含與您相關（例如您的出生日期、電話號碼或車牌號碼）的認證因素或與您使用其他服務（例如您的 wifi 或電郵帳戶）的認證因素一樣的認證因素；及
 - (ii) 須確保您的認證因素安全、穩妥及切勿與任何其他人士分享您的認證因素，或在您的裝置上、您的卡或通常與您的裝置或卡一同保存或在其附近的任何物品紀錄您的認證因素。如任何其他人士使用您的認證因素取用您的裝置上的 Mox 應用程式或使用您的卡，這些人士可代表您行事，而您須為他們的任何行為負責；及
 - (iii) 定期更改您的認證因素，以防止您的裝置、Mox 應用程式及您的卡遭未經授權取用。
- (e) 如您懷疑發生以下情況，您必須立即鎖上您的 Mox 卡：

- (i) 您的卡、任何卡資料或任何認證因素已被泄露，或遭任何未經授權人士使用；
 - (ii) 任何人士未經授權而管有您的卡，或不當使用您的卡；或
 - (iii) 您的卡遺失或被盜竊。
- (f) 您必須遵守我們不時提供的的保安建議（包括在我們網站上的「保安提示」）。
- (g) 如果您發現或認為發生以下情況，您必須在可能情況下儘快通知我們：
- (i) 您的裝置、您的 Mox 應用程式、任何卡、任何卡資料及 / 或您的任何認證因素已遺失、被盜取或以其他方式已遭泄露；或
 - (ii) 您的任何卡或戶口上有異常、可疑或未經授權的交易。

在我們收到此通知之前，您可能須承擔任何人在您的卡或您的戶口上進行的任何交易，無論此類交易是否已獲得您的授權。

- (h) 如您的卡、任何與您的卡相關的資料（包括任何認證因素）已遺失、被盜取或以已遭泄露，而您：
- (i) 沒有作出欺詐或嚴重疏忽的行為；
 - (ii) 按上述第 8(g)條在可能情況下儘快通知我們；及
 - (iii) 遵守有關您的裝置、您的 Mox 應用程式、您的卡、您的卡資料及您的認證因素之保障措施及履行本第 8 條及我們不時向您提供的其他建議及條款（包括我們網站上的「保安提示」）中的您的責任，

就在我們收到您的通知之前已進行的您的卡交易（現金透支除外），您須承擔的責任最高為港幣 500 元。

為免存疑，您須就您的卡上作出的所有現金透支（及任何利息、收費及手續費）承擔所有責任，不論該等現金透支是否已獲您授權。

- (i) 您須承擔因您的裝置、您的 Mox 應用程式、您的卡、您的卡資料及 / 或您的認證因素已遺失、被盜取或以已遭泄露而引起您蒙受的所有損失，如您：
- (i) 曾作出涉及欺詐或嚴重疏忽的行為；

- (ii) 沒有按上述第 8(g)條在可能情況下儘快通知我們；或
- (iii) 未遵守有關您的裝置、您的 Mox 應用程式、您的卡、您的卡資料及您的認證因素之保障措施或未有履行本第 8 條及 / 或我們不時向您提供的其他建議或條款（包括我們網站上的「保安提示」）中的您的責任。

9. 終止及暫停

- (a) 為了在 Mox 應用程式結束您的任何戶口，您需要：
 - (i) 給予我們通知（及，在您通知我們結束您的戶口至戶口實際結束之日期間：
 - (A) 有關您的戶口的交易將繼續被處理；及
 - (B) 我們可繼續就您的戶口與您聯絡）；
 - (ii) 確保戶口結餘為零（我們建議您在自動櫃員機提取您的餘下戶口結餘，或轉賬至另一銀行戶口）；
 - (iii) 向我們償還您尚欠我們的任何金額，及結清任何未付款交易；
 - (iv) 下載及 / 或列印您的結單以作紀錄；及
 - (v) 取消或更改您與相關商戶或第三方設立或授權的任何安排（包括自動付款、直接付款、一般付款及其他常設安排）。我們不會負責取消或轉移任何有關安排。
- (b) 如果您在一結單期間內結束戶口，則該期間的結單將無法透過 Mox 應用程式取得。如果您想要該結單的副本，您可以發送電郵至 care@mox.com 或以其他方式聯絡我們的客戶服務團隊。如果您希望收到該結單之紙張結單，則需付費。
- (c) 如您收到任何與我們向您提供與開戶有關的推廣優惠相關的任何獎賞（不論是現金還是其他形式），而您隨後您開戶後的 12 個月內結束您的 Mox 戶口，我們有權在我們完成結束您的 Mox 戶口之前從您的 Mox 戶口扣除該等獎賞的總價值。
- (d) 在下列情況下，我們可透過向您發出 30 日事先通知（或在特殊情況下，無須通知）暫停或終止全部戶口、產品或服務或其任何部分：
 - (i) 我們無法核實您的身份或您款項的來源；

- (ii) 我們有合理理由懷疑發生違反法律或法規的情況，包括任何未經授權使用圖像或名稱；
 - (iii) 我們有需要保護您或我們免受欺詐或其他損失；
 - (iv) 您不再符合資格使用我們的銀行服務；
 - (v) 我們受法律規定，或為遵守一個權力機構的指令或指示；
 - (vi) 您的戶口被透支，而您並未立即向我們還款；
 - (vii) 您的戶口在一段合理時間內無進支紀錄；或
 - (viii) 我們認為有合理需要。
- (e) 如我們結束戶口，我們在扣除您欠負我們的任何金額後，向您支付餘下的結餘款項。我們可以：
- (i) 就支付結餘施加條件；或
 - (ii) 將結餘轉賬至我們的待領結餘戶口。
- (f) 在您的 Mox 戶口終止後，您必須銷毀您的 Mox 卡。
- (g) 結束戶口或終止本條款不會影響在其之前可能已累算的任何您或我們的權利或責任。

10. 抵銷及留置權

- (a) 我們有權隨時無須通知您而組合或合併任何戶口的任何結餘，並抵銷、扣除、預扣及 / 或轉移任何款項，以清償您（不論以任何身份）尚欠負我們的任何責任及債務（不論這些責任或債務屬實際產生或待確定、主要或附屬、各別或共同）。如上述組合、合併、抵銷、扣除、預扣或轉移需要將一種貨幣轉換為另一種貨幣，貨幣折算會按我們於有關時間釐定的當時匯率進行。在行使我們在本第 10 條下的權利後，我們會在實際可行情況下儘快通知您。
- (b) 我們可行使留置權留置交由我們存放或由我們持有或控制的所有您的財產，不論我們是否在一般業務運作下，為提供託管或因其他原因收到資產。我們有權出售任何這些財產，並將所得款項（扣除我們的合理開支後），用作清償您欠我們的任何責任及債務。

11. 對暫記戶口的付款

我們可在認為適當的情況下，將就向您提供的戶口、產品或服務或本條款從您收到的任何付款記入暫記戶口。這是以保障我們對於您或其他第三方可能應付我們的權利。

12. 責任限制

- (a) 就因或有關我們向您提供的任何戶口、產品或服務，或根據本條款持有的資產而應付的任何稅項或徵稅，我們概不負責。
- (b) 在任何法律或法規允許的範圍內，我們概不負責就您或任何其他人士因或有關任何戶口、產品或服務或本條款而招致或蒙受的任何損失或損害，包括：
 - (i) 我們或我們的職員、僱員或代理的任何作為或遺漏，由我們或他們的疏忽、欺詐行為、故意失責所引致則除外；
 - (ii) 在我們合理控制範圍以外，任何中斷、延遲或未能（全部或部分）提供任何產品或服務，或履行我們在本條款項下有關任何戶口、產品或服務的責任；
 - (iii) 我們基於任何理由而執行、決定不處理或延遲或未能執行任何指示（的部分或全部）；
 - (iv) 我們未能按照於任何指定時間的報價或費率執行交易；
 - (v) 我們收到與我們執行指示時之間一段時間的任何匯率波動；
 - (vi) 在履行您於本條款項下的責任時，您的任何失責行為；
 - (vii) 就任何戶口、產品或服務或本條款保留或執行我們的權利或行使我們的權力；
 - (viii) 您未能提供我們為履行監管或法律的責任時所要求的完整、準確及最新資料；
 - (ix) 任何第三方的疏忽、作為或遺漏；及
 - (x) 在受影響一方合理控制範圍以外的任何事件，例如以下一項或多項事件：
 - (A) 任何天災或主權行為；

- (B) 任何監管機構的行為、限制、法規、法令、命令、拒絕授予任何牌照或許可、更改政策或實施禁令或措施，或軍事政變或奪權；
- (C) 阻礙、災禍、戰爭、侵略、騷亂、敵對行為、恐怖主義活動、人為破壞或其他封鎖或禁令、叛亂、自然災害、惡劣天氣、罷工或工業行動；
- (D) 傳輸或電力、通訊或電腦設施或系統的停頓、故障或中斷；
- (E) 流行性的大流行性的傳染病或疾病蔓延或污染；
- (F) 市場干擾或波動；及
- (G) 香港或其他地方的金融、政治、財務或經濟狀況出現重大變動，或實施外匯或資金管制，或貨幣兌換或匯款被暫停或限制；

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

- (c) 在任何情況下，就因或有關任何戶口、產品或服務或本條款而引致的任何收益或利益損失、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、集團公司、特許人或上述彼等各自的人員、僱員或代理均無須對向您或任何其他人士負責。

13. 彌償

- (a) 在法律或法規允許的範圍內，就由我們提出，或對我們提出的所有法律行動、法律程序及索償、我們的所有損失及損害，以及就因或有關任何戶口、產品或服務或本條款我們可能招致或蒙受的所有合理成本及開支，您均須對我們作出彌償及付還，惟就直接及純粹因我們的疏忽、欺詐行為、或故意失責所引致的直接及合理可預見的損失及損害則除外。
- (b) 本第 13 條：
 - (i) 附加於本條款所載的任何其他彌償責任；及
 - (ii) 在戶口、產品或服務或本條款終止後仍會繼續有效。

14. 保持聯絡

- (a) 作為一家虛擬銀行，我們會：
 - (i) 以電子方式（例如以電話、電郵、文字訊息或推播通知）與您聯絡或向您發送資料；及
 - (ii) 以電郵、文字訊息或推播通知告知您可於 Mox 應用程式取得資料。

我們向您發出的所有資料被視為於發送或通訊（就電話通話而言）日期已送達。

- (b) 由於我們控制範圍以外的因素（例如流動網絡連接），我們無法保證您會收到我們的通知。因此，您不應對此加以倚賴，尤其當您的倚賴可導致損失（例如收費安排或忘記付費）。
- (c) 就您因收不到我們通知而蒙受的任何損失，我們概不負責。
- (d) 如您的個人資料（例如您的姓名、電話號碼、身份證明資料、電郵地址、稅務狀況（或可能影響您稅務狀況的任何事宜）或住址）有任何變動，您有責任於 30 日內通知我們。您可能需要向我們提供與變動有關的文件，以證明屬實。
- (e) 您可以透過以下方式與我們聯絡：
 - (i) 向我們發出電郵；
 - (ii) 致電我們（電話：+852 2888 8228）；
 - (iii) 使用 Mox 應用程式中的語音通話或短訊功能；或
 - (iv) 向我們郵寄信件。

您向我們發出的任何通訊會被視為在我們實際收到通訊當時送達。

15. 建議及投訴

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

16. 錄音及文件保留

- (a) 我們或我們的代理或僱員可記錄及監控您的指示或通訊，例如透過電話通話錄音，或儲存我們的電郵或應用程式內通訊。我們將盡量但未必每次知會您我們將進行錄音 / 儲存。

- (b) 所有錄音及其他紀錄均為我們的財產。我們可在我們認為適當的時間並以適當的方式儲存及銷毀這些錄音。

17. 委任代理或代名人

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

18. 額外服務

- (a) 我們可就我們或第三方提供的產品或服務給予您推廣（例如獎賞計劃或增值服務）。我們會在向您提供此等推廣時告知您此等推廣的條款。
- (b) 如一個推廣由第三方提供，此等推廣將按照第三方的條款提供（包括第三方的私隱政策）。您如欲享有此等第三方推廣提供予您的優惠，您必須接受任何有關條款。任何該等向您提供的第三方推廣均受制於我們網站上及 / 或 Mox 應用程式中的 Mox 免責聲明。
- (c) 我們可隨時更改或撤銷這些推廣。
- (d) 我們並不擔保或保證這些優惠的推廣。
- (e) 這些推廣的資料將載於 Mox 應用程式及 / 或我們網站以供查閱。如您想獲取這些推廣的更多資料，請致電我們的客戶服務團隊。

19. 回扣及佣金

- (a) 我們可不時就任何戶口、產品或服務或向您提供的任何推廣直接或間接從任何第三方（包括任何我們的直接或間接股東及渣打集團成員）收取付款，例如報酬、佣金、回扣及 / 或津貼，或其他利益或好處。任何有關付款、利益或好處的性質、金額及計算方法可不時更改，視乎第三方及 / 或相關交易而定。我們可絕對享有並有權為自身保留任何此等付款、利益或好處，而無須事先向您披露。

- (b) 我們可不時就任何戶口、產品或服務或向您提供的任何推廣直接或間接向第三方（包括任何我們的直接或間接股東及渣打集團成員）提供付款，例如報酬、佣金、回扣、津貼，及任何其他利益或好處。任何有關付款、利益或好處的性質、金額及計算方法可不時更改，視乎第三方及 / 或相關交易而定。該等第三方可絕對享有並有權為自身保留任何此等付款、利益或好處，而無須事先向您披露。

20. 收集及使用您的資料

- (a) 在法律或法規允許的範圍內，我們及任何渣打集團成員可收集、使用、轉移或披露您的資料（例如您的個人資料及資訊、有關您的戶口或您使用的產品及服務的資料、有關您的裝置、應用程式軟件及周邊設備的技術資料，以及有關您與我們或渣打集團關係的資料）。
- (b) 我們、我們的代表或渣打集團代表可要求您提供資料。您的資料可直接從您或代表您行事的人士或其他來源（包括公開資料）收集，亦可能與我們或任何渣打集團成員可獲取的其他資料產生或組合。
- (c) 我們及任何渣打集團成員可使用、轉移及披露您的資料作以下用途：
- (i) 有關提供本條款項下的戶口、產品及服務；
 - (ii) （適用於您的個人資料）Mox 的個人資料收集聲明及私隱政策聲明（統稱「**私隱文件**」）（分別可於 Mox 應用程式及 / 或我們的網站找到）所載的用途；及
 - (iii) 有關配對我們或渣打集團持有的任何資料作任何用途（不論是否有意對您採取任何不利行動），
- （上述(i)至(iii)條統稱為「**該等用途**」）。
- (d) 我們可以（就該等用途而言為必要及適宜）將任何您的資料轉移及披露予私隱文件載列的接收者（而接收者亦可就該等用途使用、轉移及披露有關資料）。
- (e) 如您向我們提供任何其他人士的資料，您必須就本第 20 條及私隱文件通知這位人士，並就根據本第 20 條及私隱文件使用、轉移及披露有關資料，獲取其同意。

21. 您的確認、承諾、聲明及保證

- (a) 您使用我們的戶口、產品及服務的能力及合法性

- (i) 您具有充分行為能力、權力及授權執行、交付、行使您的權利，履行及遵守您在本條款項下的責任。
 - (ii) 您同意本條款對您構成具法律約束力及有效的法律責任，並可按本條款強制執行。
 - (iii) 您確認您戶口內的任何資金或資產均不是有組織犯罪所得款項。
 - (iv) 您將遵守有關開立及使用戶口、產品及服務的所有適用法律及法規。
 - (v) 您有法律權利使用您為您的戶口向我們提供的任何圖像或名稱，我們可全權酌情拒絕接受任何有關圖像或名稱的使用。
 - (vi) 您確認概無任何法院、裁判庭、仲裁或行政機關或政府機構的任何法律行動、訴訟或法律程序（不論於香港或任何其他地方）尚未完結或（據您所知）有人威脅展開程式，而其相當可能影響您的合法性、有效性或可強制執行性，或您履行本條款項下責任的能力。
 - (vii) 您確認您從未破產，現時亦並非破產。您不擬宣佈破產，據您所知亦無任何針對您的而進行的任何破產法律程序。
 - (viii) 您同意您會向我們提供我們可能合理地要求的所有文件及資料，以使我們遵守任何法律或法規。
 - (ix) 您向我們提供有關戶口、產品及服務的所有資料均為完整及準確。如資料有任何更新或更改，您將通知我們。
- (b) 制裁
- (i) 您並非：
 - (A) 由美國財政部外國資產管制處、美國國務院、聯合國安全理事會、歐盟、英國財政部、香港金融管理局或任何其他相關制裁機構實施或執行的任何制裁（「制裁」）的制裁對象；或
 - (B) 位於受制裁的國家或地區（或其政府為制裁對象的國家或地區）或其居民。
 - (ii) 您同意您不會使用任何戶口內的資金或我們的任何信貸，或向任何人士借出、給予或提供這些資金（不論直接或間接）：

- (A) 在任何國家或地區的任何活動或業務提供資金，而於提供資金當時該國家或地區或其政府是制裁對象；或
- (B) 以任何其他方式導致違反制裁。
- (c) 您與 Mox 並無關連
 - (i) 如您（或（如適用）您的任何擔保人及擔保提供者）是或於任何時間成為我們的關連人士，您必須立即向我們作出書面通知。
 - (ii) 您授權我們與渣打集團交換有關您（或（如適用）您的任何擔保人及擔保提供者）及授予您或關連人士或由您或關連人士擔保的任何信貸的任何資料，以履行我們作為銀行的法律責任。

就本第 21(c)條而言，「**關連人士**」指下列任何人士：

- (w) 持有我們的已發行股份 10%之人士；
- (x) 我們的董事；
- (y) 我們有批核貸款權的僱員；或
- (z) 上述(w)、(x)或(y)款載列的任何人士的親屬（包括配偶或前配偶）。
- (d) 您對稅務合規的確認
 - (i) 您須自行負責了解及遵守您在所有司法管轄區有關及因開立及使用任何戶口、產品或服務而產生的稅務責任（包括繳稅或提交報稅表、任何收入申報規定或有關繳交所有相關稅項的其他所需文件）。
 - (ii) 您確認您並無觸犯任何嚴重稅務罪行或被定罪，或涉及稅務事宜（不論在香港或其他地方的）任何調查或刑事訴訟。您不知悉有任何這些調查或訴訟對您進行。
 - (iii) 您確認開立戶口或使用產品或服務的目的並非不合法，而您不會使用任何戶口、產品或服務作非法稅務用途、避稅或逃稅。
 - (iv) 就您在任何司法管轄區可能引起的稅務責任，包括任何特別有關開立及使用任何戶口、產品或我們提供的服務的稅務責任，我們概不負責。我們並無提供亦不會提供任何稅務意見。

- (v) 您明白及確認：
 - (A) 您應向我們支付的任何金額均受制於所有適用法律及法規，包括任何稅務規定、外匯限制或管制。您須負責任何稅項、須扣減款項或本條款項下執行的任何交易的類似應付收費；及
 - (B) 我們獲授權從向您作出的付款或任何戶口扣除、預扣或扣減稅項或徵稅的任何金額。
- (vi) 在不限制上述第 21(d)(v)條下，您確認就任何適用法律或法規下（不論在香港境內或境外），任何預扣稅責任或其他扣減或預扣責任均為您的責任。倘若任何法例規定您從給予我們的付款中扣除任何款項，則您必須相應增加應付款額，以致預扣後我們所收款額為假設不需扣款而應收到的款額。您會應我們要求盡快向我們提交令我們滿意的證據，證明您已遵守任何適用的扣減或預扣責任。

22. 更改任何我們的條款

- (a) 我們所有的條款會一直透過 Mox 應用程式及我們的網站供予查閱。任何我們的條款載於 Mox 應用程式與我們的網站上的版本如有任何不一致，概以載於我們的網站上的版本為準。
- (b) 我們可因任何理由更改任何我們的條款，但我們會就任何更改通知您。有關更改將自通知內指定的日期起生效。
- (c) 如更改會導致我們的收費或手續費增加及 / 或影響您的責任及義務，我們將給予您最少 30 日通知，惟若此等更改非為我們所能控制之範圍內則除外。
- (d) 您繼續使用您的戶口及我們的產品及服務即表示您同意我們更新後的條款。
- (e) 如您不同意更改，您應通知我們，並立即結束您的戶口及停止使用我們的產品及服務。

23. 適用法律及司法管轄區

- (a) 所有我們的條款均受制於香港法律，及我們及您接受香港法院的非專有管轄權。
- (b) 您放棄您就有關您的戶口、任何我們的產品或服務或任何我們的條款的法律程序、強制執行或其他法律程序的豁免權。

24. 雜項條文

(a) 由我們或您轉讓

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

(b) 約束力

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

(c) 豁免

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

(d) 部分無效

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

(e) 第三方並無權利

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

(f) 語言

如任何我們的條款或 Mox 應用程式內容的英文與中文版本有任何歧義，概以英文版本為準。

25. 涵義

在本條款及我們可能不時發出任何我們的條款及細則下，除非文意另有所指：

- (a) 凡提及一份文件均指該文件及其不時修訂、更新、增補、變更、或替代之內容；
- (b) 凡提及「包括」、「包含」、「例如」或「例子」均應被理解為原來的意思加上「（但不限於）」之涵意；
- (c) 若某項規定要求或允許任何人就本條款管轄的事項做出或採取任何決定、決議或行動，除非另有明確規定，否則該人可享獨有及絕對的酌情權做出或採取該等決定、決議或行動；
- (d) 在定義了某個單字或表述的情況下，該單字或表述的任何其他詞類或語法形式均具有相應的含義；
- (e) 單數詞語包括複數詞語，反之亦然；
- (f) 提及任何法例或法律條文時，包括對該法例或法律條文之修改或重新制定、或根據該等法例或法律條文頒布的任何從替代或附屬的法例；
- (g) 提及任何一方包括該方的執行人、管理人、替代人、繼承人和允許的受讓人；
- (h) 標題僅為方便起見，不影響文件的解釋；及
- (i) 任何條款均不會因該方負責準備該等條款而被闡釋為對該方不利。

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