

Notice of amendments to our terms

16 January 2026

Changes to our terms and conditions

What is this notice for?

We wish to notify you that we are changing our terms and conditions to:

- cater for the launch of Virtual Assets trading service on Mox Invest, which will be made available to eligible Mox Invest customers; and
- clarify and/or update some existing clauses.

What are the changes to our terms and conditions and where can you get a full copy of them?

The key changes to our Definitions Schedule, Mox Invest Schedule, Mox Invest Fees and Charges and Terms and conditions for use of the Mox app are summarised in the table below.

You can download the PDF version of our terms and conditions, as amended by the changes via the links below:

- [Definitions Schedule](#);
- [Mox Invest Schedule](#);
- [Mox Invest Fees and Charges](#); and
- [Terms and conditions for use of the Mox app](#).

The changes to our Definitions Schedule, Mox Invest Schedule, Mox Invest Fees and Charges and Terms and conditions for the use of the Mox app will come into effect on 22 January 2026 (“**Effective Date**”).

What do you need to do?

If you agree with the changes, you don’t need to do anything. You can simply continue to use the Mox app and our products and services, and the changes to the Definitions Schedule and Terms and conditions of use of the Mox app will apply to you from the Effective Date. The changes to the Mox Invest Schedule and Mox Invest Fees and Charges will apply to you when you apply for and/or use Mox Invest services (which you can do so from the Effective Date).

If you do not agree with the changes, or expect that you cannot meet the requirements under such terms and conditions, you can terminate your account(s) with us in accordance with clause 9 of the General Terms and Conditions.

If you have any questions about this notice, please email us at care@mox.com or reach out to our Customer Care Team through in-app calls or chats.

Mox Bank Limited

Summary of changes¹

The table below provides a summary of the key changes we are making to our terms and conditions.

Please note the below is a summary only. Please refer to the relevant terms and conditions for full details.

Subject matter	Summary of change
Definitions Schedule	
New defined terms	<p>We have added the following defined terms:</p> <ul style="list-style-type: none"> • “AMLO”; • “Charged VAs” or “Client VAs”; • “Cold Wallet”; • “Component Products”; • “Eligible Virtual Assets”; • “Hot Wallet”; • “Mox Invest Service Provider”; • “VA Trading”; and • “VA Trading Platform”. <p>We have also updated the cross references of some defined terms.</p>
Mox Invest Schedule	
Definitions	<p>We have added the following defined terms to clause 1:</p> <ul style="list-style-type: none"> • “AMLO”; • “Charged VAs” or “Client VAs”; • “Cold Wallet”; • “Eligible Virtual Assets”; • “Hot Wallet”;

¹ Capitalised terms used in this table have the same meanings given to them in the General Terms and Conditions, as amended.

	<ul style="list-style-type: none"> • “Mox Invest Service Provider”; and • “VA Trading Platform”. <hr/> <p>The following defined terms have been removed as they are included in the Definitions Schedule:</p> <ul style="list-style-type: none"> • “HKEX” • “SEHK” • “SFC” • “SFO”; and • “USD”. <hr/> <p>We have updated the following defined terms in clause 1:</p> <ul style="list-style-type: none"> • “Mox Invest” means the service provided by Mox to you of purchasing, selling or otherwise dealing in Securities (collectively, “Securities Trading”) and Virtual Assets (collectively, “VA Trading”) on your behalf on instructions given by you, and all related or incidental services, in accordance with this schedule. • “Mox Invest Transaction” means any Securities Trading or VA Trading transaction entered into using Mox Invest in accordance with this schedule (as the context may require).
Mox Invest terms	<p>We have updated clause 2(a) to clarify that you may apply to use Mox Invest for Securities Trading and/or VA Trading.</p> <hr/> <p>We have updated clause 2(b) to clarify that you have read and understood the Risk Disclosure Statements in clauses 51, 52, 58 and 67 of the Mox Invest Schedule and accept the risks associated with Securities Trading, VA Trading and using Mox Invest.</p>
Your Mox Invest Account	<p>We have updated clause 3(a) to explain that you may use the Mox app to transfer funds from your Mox Account or any other account(s) with Mox (as we permit) to your Mox Invest Account (and vice versa) and where applicable, start Securities Trading and/or VA Trading using Mox Invest.</p> <hr/> <p>We have updated clause 3(c) to clarify that we may take funds out of any of your other accounts with Mox to settle the overdrawn amount.</p>
Suitability	<p>We have updated clause 4(c) to let you know that we will not provide any advice in relation to Virtual Assets or any discretionary management services to you under the Mox Invest Schedule.</p>

We have updated clause 4(d) to clarify that merely providing market insights, marketing or promotional materials or factual information relating to Mox Invest for general information purposes on the Mox app, our website or otherwise does not constitute an offer, recommendation or solicitation to purchase or sell Securities or Virtual Assets and should not be interpreted as such. In this respect, you understand and acknowledge that our presentation of Securities or Virtual Assets available for investment and any categorisation of investment themes and/or sectors on the Mox app, our website or otherwise is not intended to be and does not constitute a solicitation or recommendation of any such Securities or Virtual Assets and we make no assurance that any such Securities or Virtual Assets (whether taken alone, in any combination or all collectively) are suitable for your needs.

Your instructions

We have updated clauses 5(a)(i), (iii), (iv) and (v) to clarify that you have instructed and authorised us to:

- purchase and sell Securities and/or Virtual Assets for you and otherwise deal with Securities and/or Virtual Assets, any amount received in connection with Securities and/or Virtual Assets and the funds held in your Mox Invest Account on your behalf in accordance with instructions given by you in accordance with the Mox Invest Schedule (and if necessary, to convert any amount received (at our prevailing exchange rate at the time of the exchange) to any other currency that is supported by your Mox Invest Account);
- as applicable, act as your agent in connection with the purchase, sale, withdrawal or collection of Virtual Assets or distributions from Virtual Assets, and the exercise of any rights or claims arising from or relating to Virtual Assets;
- instruct Mox Invest Service Providers to make suitable arrangements for execution and completion of any Mox Invest Transaction and the holding and transfer of Securities and/or Virtual Assets (as applicable); and
- provide you with information you request from time to time on the prices of or other information relating to Securities available for Securities Trading and Virtual Assets available for VA Trading using Mox Invest, including Market Data. We are not obliged to translate such information or ensure that it is true and accurate where it is independently prepared by a third party.

We have updated clauses 5(c) to clarify that we and Mox Invest Service Providers are authorised and entitled (but not bound) to act on or take such steps (including the execution of documents and to make representations and confirmations as may be required) as we may in good faith consider appropriate in connection with or in reliance on any instructions given by you in accordance with these

	<p>terms, regardless of any delay, error, interruption or suspension. You will be bound by any Mox Invest Transaction, dealing or other act or omission taken by us or any Mox Invest Service Provider in connection with your Mox Invest Account in reliance on instructions given by you. Neither we nor any Mox Invest Service Provider are liable for any loss incurred or suffered by you in connection with us acting upon such instructions.</p>
	<p>We have updated clause 5(d) to clarify that prior to giving instructions to sell any Securities or Virtual Assets, you will notify us of any legal restriction on the transfer of such Securities, including under the Securities Act of 1933 (U.S.), and will provide the necessary documents to satisfy legal transfer requirements.</p>
	<p>We have updated clause 5(e) to clarify that you agree that instructions to purchase or sell Securities or Virtual Assets may be partially executed if they cannot be fully executed. If your instructions cannot be executed or executed in full, we are under no obligation to notify you immediately.</p>
	<p>We have updated clause 5(i) to clarify that you agree to indemnify Mox and its officers and employees and any Mox Invest Service Provider, against any loss or liability that any of them may incur or suffer as a result of any of them acting on, or any delay or failure by any of them to act on, any instruction and/or authorisation given by you, unless caused by their fraud, wilful default or negligence.</p>
<p>Appointment of Mox Invest Service Providers</p>	<p>We have updated clause 7(a) to clarify that we may use the services of Mox Invest Service Providers to perform any services in relation to Mox Invest, including brokerage, VA Trading, nominee and custodian services. Such Mox Invest Service Providers may be an affiliate of Mox or other third party and may be acting as agent or principal. Such Mox Invest Service Providers may use another broker, dealer or an affiliate to perform their services.</p> <p>We have updated clauses 7(b), (c), (d) and (e) to change all references of ‘Broker, nominees and other agents’ to ‘Mox Invest Service Providers’.</p>
<p>Funding of purchases</p>	<p>We have updated clause 8(a)(ii) to clarify that you authorise us to take out of your Mox Invest Account, or your other accounts with Mox as we may agree, at any time (including ahead of settlement of a Mox Invest Transaction), without further instructions from you.</p> <p>We have updated clause 8(b) to clarify that where we permit, the funds from an unsettled Securities Trading Mox Invest Transaction that is a sell transaction can be used to fund any new Securities (but not Virtual Asset) purchase order in real time, except in the case of a Mox Invest Transaction that is a sell transaction of a Fund (for which only settled funds can be used to fund any new Securities purchase). The funds from an unsettled Mox Invest Transaction that is a VA</p>

Trading sell transaction cannot be used to fund any purchase. At any time after we receive instructions to purchase Securities or Virtual Assets, we may place a hold on the amount of funds in your Mox Invest Account estimated by us to be required to satisfy all amounts payable by you. Our rights are not affected if we do not do so.

We have updated clauses 8(c)(i) and (ii) to clarify that regardless of any term of any other agreement between you and Mox, we are authorised:

- to delay and/or refuse to honour any payment debited against your Mox Invest Account during any period between the time we receive instructions from you to purchase Securities or Virtual Assets, and the payment of funds in respect of such purchase; and
- to apply funds in your Mox Invest Account in settlement of any amounts payable in respect of a purchase of Securities or Virtual Assets in priority to any other proposed application of such funds.

We have updated clause 8(d) to clarify that:

- we will credit to your Mox Invest Account all funds received by us on your account from the sale of Securities or Virtual Assets held on your behalf, less any amount that remains payable by you in connection with the sale of the Securities or Virtual Assets. You agree that if we fail to receive payment for all or any part of any amount due to be paid to you for any sale of Securities or Virtual Assets on the due date for payment, we will only be obliged to pay you the amount actually received by us and that we have no duty to ascertain, and are not responsible for, the adequacy of the amount you receive; and
- you agree that we are only obliged to deliver any Securities or Virtual Assets purchased by you if we actually receive them from the other party.

We have updated clause 8(e) to clarify that we may take any Securities, Virtual Assets or funds out of your Mox Invest Account that were wrongly put in your Mox Invest Account and otherwise adjust your Mox Invest Account to correct any error.

Default in funding

We have updated clause 9(a)(i)(A) to change the reference of 'your other Mox accounts' to 'your other accounts with Mox'.

We have added a new clause 9(c) to let you know that you acknowledge and agree that if in our reasonable opinion there are or will be insufficient funds in the required currency, or insufficient Virtual Assets, available in your Mox Invest Account to settle a VA Trading Mox Invest Transaction, we (and the VA Trading Platform) are not

	<p>obliged to and may not act on the relevant instructions without notice to you.</p>
No margin and credit facilities	<p>We have updated clause 10 to clarify that your Mox Invest Account is for cash Securities Trading and VA Trading only. Nothing in these terms obliges us or any Broker (in the case of Securities Trading) or VA Trading Platform (in the case of VA Trading) to grant or maintain any margin or credit facilities or any other form of financial accommodation for you.</p>
Withdrawals	<p>We have updated clause 12(b) to clarify that we may, without your instructions or notice to you, discharge any such liabilities out of any credit balance in your Mox Invest Account, your Mox Account or any other account(s) with Mox, or require payment to be made by you, prior to implementing any registration or transfer.</p>
Trading limits	<p>We have updated clause 14 to clarify that we may set and amend limits and parameters to control your ability to use Mox Invest and/or in respect of your Securities Trading and/or VA Trading on Mox Invest in our absolute discretion from time to time. Such limits and parameters may include controls over maximum order amounts, maximum order sizes, our total exposure to you, your total exposure to certain Securities or Virtual Assets, the price at which orders may be submitted, the origin of your orders and any other limits, parameters or controls which we consider appropriate or which we may otherwise be required to implement under any applicable law or regulation.</p>
Mox Invest availability	<p>We have updated clause 15(a) to clarify that the availability and proper functioning of Mox Invest depends on many variable circumstances, including the availability and proper functioning of the internet, SEHK, any Relevant Overseas Market, any Mox Invest Service Provider, the Mox app, any order-routing or management system and any other relevant computer-based systems that may be involved.</p> <p>We have updated clause 15(c) to clarify that:</p> <ul style="list-style-type: none"> • you acknowledge and accept that the computer-based systems used by Mox Invest, the Broker, the VA Trading Platform and any trading platform (including SEHK and any Relevant Overseas Market) to which your order may be routed for execution, and the services provided by the Broker, the VA Trading Platform and any trading platform, may be provided on an “as is” and “as available” basis; and • you agree to maintain alternative trading arrangements in addition to Mox Invest in case Mox Invest, the Broker's or the VA Trading Platform's systems or any associated systems are unavailable for any reason.

	<p>We have updated clause 15(d) to clarify that we may determine you are (or have become) ineligible for certain Mox Invest services, or to trade certain Securities or Virtual Assets and/or to give us certain types of instructions (for example, purchase orders), for example, as a result of new information we receive or a change of information you provide us.</p>
	<p>We have updated clause 15(e) to clarify that you agree that Mox, the Broker and the VA Trading Platform are not liable for any loss incurred or suffered by you by reason of any delays, errors or inaccuracies in the transmission or communication of instructions, or interruptions of service or failures of performance of Mox Invest, any system (including those used by the Broker or the VA Trading Platform), any trading platform (including SEHK, any Relevant Overseas Market and the VA Trading Platform), or the services provided by the Broker, the VA Trading Platform and any trading platform, or any other cause or causes beyond our reasonable control, including government restrictions or suspension of Securities Trading and/or VA Trading, unless caused by our fraud, wilful default or negligence.</p>
Execution of Securities Trading Mox Invest Transactions	<p>We have updated clause 16(c) by moving the final sentence from clause 16(c) to create a new clause 16(d). This change adds clarity but does not alter the meaning of the terms.</p>
Contract notes and statements	<p>We have updated clause 19(a) to clarify that we will provide you with contract notes relating to your Mox Invest Transactions and account statements of your Mox Invest Account in accordance with clause 5 of the General Terms and Conditions, the Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules, the SEHK Rules or the rules of any Relevant Overseas Market, and the applicable regulatory circulars and guidance on Virtual Asset-related activities (as applicable), unless we are not required by such rules to provide such contract notes or statements.</p>
Confirmations	<p>We have updated clause 20(b) to clarify that you agree that confirmations of executions or cancellations of Mox Invest Transactions may be delayed or erroneous (e.g. due to computer system issues or inaccurate reporting), or may be cancelled or adjusted by Mox, the Broker, the VA Trading Platform, SEHK, or any Relevant Overseas Market or dealer.</p>
Electronic Communications	<p>We have updated clause 21(a) to clarify that, in addition to the terms in clause 14 of the General Terms and Conditions, you agree that to the extent permitted by applicable law, we may provide you with any contract notes, other confirmations, statements, tax information, proxy materials and other customer records and communications in electronic form.</p>
Market Data	<p>We have updated clause 22(a) to clarify that you acknowledge that any quotes on the price of Securities and Virtual Assets and any other</p>

information relating to Securities, Securities markets, Virtual Assets and VA markets, including (but not limited to) news reports, analysts' reports and research ("**Market Data**") provided via the Mox app (or such other means as we may specify) are provided by one or more independent third parties.

We have updated clause 22(g) to clarify that:

- any reliance on Market Data is at your own risk. We have no independent basis to verify such Market Data and are not obliged to translate such Market Data. You agree that none of Mox, SEHK, any Relevant Overseas Market, any VA Trading Platform or any other independent third party supplying the Market Data guarantees or warrants the accuracy, timeliness, sequence, reliability or completeness of the Market Data;
- price quotations provided to you may not be real-time quotes for the relevant Securities or Virtual Assets due to market volatility and delay in transmission; and
- none of Mox, SEHK, any Relevant Overseas Market, any VA Trading Platform or any other independent third party supplying the Market Data will be liable in any way (whether in tort, contract or otherwise) for any loss or damage you may incur in connection with the provision of any Market Data to you.

Expenses and fees

We have updated clause 23(a) to clarify that in addition to the terms in clause 6 of the General Terms and Conditions, we are authorised to take funds out of your Mox Invest Account (or any of your other account(s) as we may designate) to pay on your behalf:

- all fees, charges and commissions payable by you to us in connection with your Mox Invest Account, your Mox Invest Transactions, any other dealings in Securities and/or Virtual Assets on instructions given by you or the holding of Securities and/or Virtual Assets on your behalf under these terms. You can see details of these fees and charges in the Mox app and/or on our website; and
- all commissions, stamp duties, taxes, bank charges, transfer fees, registration fees, levies (including all transaction levies imposed by SEHK and any Relevant Overseas Market), interest and other expenses incurred or to be incurred in connection with your Mox Invest Account, your Mox Invest Transactions, any dealings in Securities and/or Virtual Assets on instructions given by you or the holding of Securities and/or Virtual Assets on your behalf under these terms, payable to the Broker, the VA Trading Platform, any nominee or other agent as they may direct or to any other payee entitled to such payment.

Conflict of interest	<p>We have updated clause 26(a) to clarify that you acknowledge that when we deal in Securities or Virtual Assets for you, we (including our affiliates) may have a material interest, arrangement or relationship in relation to the Securities, Virtual Assets or Mox Invest Transaction concerned. Such interests will not necessarily be separately disclosed to you prior to or at the time of any Mox Invest Transaction or at any other time.</p>
	<p>We have updated clause 26(b) to clarify that the following interests of Mox may affect you (without limitation):</p> <ul style="list-style-type: none"> • we may have a holding or dealing position or may otherwise be trading or dealing in the Securities, Virtual Assets or assets of any kind underlying, derived from or otherwise directly or indirectly related to such Securities, Virtual Assets or underlying assets; • we may have received or may be receiving rebates, payments or other benefits for giving business to the Broker or the VA Trading Platform; and • we may have been or may be an affiliate of an issuer (or any of its affiliated companies) of the Securities, Virtual Assets or underlying assets.
	<p>We have updated clause 26(c) to clarify that nothing in these terms shall be deemed to prevent us from:</p> <ul style="list-style-type: none"> • instructing or otherwise procuring the purchase for you of Securities or Virtual Assets held by us for our own account or held by any affiliate or any of our other customers; and • acting in any capacity for any other person or from purchasing, selling, holding or dealing in any Securities or Virtual Assets for our own account or that of an affiliate or any of our other customers even though instructions may have been received from you for the purchase, sale or holding of or other dealing in the same or similar Securities or Virtual Assets.
Dealings with your Mox Invest Account, set-off, lien and security	<p>We have updated clause 27(a)(i) to clarify that you agree not to assign, grant an interest over or otherwise deal in any way with, nor (without our prior written consent) create or allow to subsist a charge, pledge or other encumbrance over your Mox Invest Account or any Securities, Virtual Assets, receivables or funds held in or for your Mox Invest Account.</p>
	<p>We have updated clause 27(b) to clarify that you grant Mox a charge over the Charged Securities and Charged VA in accordance with that clause.</p>
	<p>We have updated clause 27(c) to clarify that:</p>

- upon the occurrence of an Event of Default set out in clause 36 and without notice to you or your consent, we may set off, sell or transfer any Charged Securities and Charged VA 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. We will notify you as soon as practicable after exercising our rights under clause 27(c); and
- you hereby irrevocably instruct us to take all necessary action and effect all necessary sales and transfers under clause 27. You agree that we may in our absolute discretion determine which Charged Securities and Charged VA are to be sold or transferred under clause 27 and on what terms. Mox, the Broker (in the case of Charged Securities) and the VA Trading Platform (in the case of Charged VA) will be under no duty to you as to the price obtained in respect of any sale or disposal of Charged Securities or Charged VA (as applicable) to satisfy any obligations and liabilities owed by you to us.

We have updated clause 27(d) to clarify that we are not liable to account to you for any commissions, rebates, fees, price improvement, profits, payments, goods, services or any other benefits earned by Mox, the Broker (in the case of Securities Trading) or the VA Trading Platform (in the case of VA Trading) in respect of any action under clause 27.

Consent to personal information collection concerning Mox Invest

We have updated clause 31(b) to clarify that in accordance with the terms in clause 20 of the General Terms and Conditions, you acknowledge and agree that we may collect, store, process, use, disclose and transfer your data to the HKMA, the SFC, SEHK, any Relevant Overseas Market, any relevant clearing house or any other regulatory or governmental body (including the United States Securities and Exchange Commission), in the event that such disclosure is required by any of them, whether or not the requirement has the force of law.

We have updated clause 31(g)(iii) to clarify that you should also update Mox promptly on any change of your Client Identification Data and Identity Document (including your up-to-date passport).

We have updated clause 31(i) to clarify that:

- you authorise us to disclose your personal data and information to the Broker, the VA Trading Platform, any nominee and any Fund or its agents, including your balances in your Mox Invest Account, any information provided in your Application Documents and changes notified by you, and such other information as we, the Broker, the VA Trading Platform, the nominee or the Fund or its agents may deem necessary from time to time for the purposes of compliance with laws (including as described in clauses 3(r) and (t) of our Personal Information Collection

	<p>Statement), Mox Invest, your Mox Invest Transactions or the transmission, verification or execution of your instructions or any other related purpose; and</p> <ul style="list-style-type: none"> where the Broker or VA Trading Platform uses another broker, dealer or an affiliate to facilitate execution of your Mox Invest Transactions, you agree that the Broker or VA Trading Platform may disclose your information to such persons for such purpose. <p>The cross-references to our Personal Information Collection Statement have also been updated.</p>
Representations by you	<p>We have updated clauses 32(d), (f) and (g) to clarify that you represent and warrant:</p> <ul style="list-style-type: none"> you will not acquire or hold Securities or Virtual Assets beneficially by or for any other person, or in violation of any applicable law, and you will be the beneficial owner of all Securities and Virtual Assets held in your Mox Invest Account; you are fully aware of, and fully understand the market, the Securities and the Virtual Assets being traded in accordance with your instructions; and you are fully aware of the SEHK Rules and the rules of any Relevant Overseas Market, and are familiar with and understand all applicable laws, rules and regulations relating to your Securities Trading and VA Trading, including those relating to insider dealing and other criminal offences, as well as those in relation to anti-money laundering and counter-terrorist financing, and have not contravened and will observe any such laws, rules and regulations at all times.
	<p>We have added a clause 32(o) to let you know that you will not charge, pledge or allow to subsist any charge, pledge or other encumbrance over any Charged Securities, Charged VA, property or monies in your Mox Invest Account or grant or purport to grant an option over any Charged Securities, Charged VA, property or monies in your Mox Invest Account without the prior written consent of Mox.</p>
Applicable rules and regulations	<p>We have added a clause 33(b) to let you know that every VA Trading Mox Invest Transaction conducted through Mox Invest is subject to, and you will be bound by applicable laws and regulations. Mox and the relevant VA Trading Platform(s) are not liable for any action or decision of any regulatory authority (including but not limited to the HKMA and the SFC).</p>
Compliance with laws, etc.	<p>We have updated clause 34(a) to clarify that:</p> <ul style="list-style-type: none"> you will not instruct us to do anything in relation to Mox Invest or your Mox Invest Account which may breach the AMLO, the SFO,

	<p>the SEHK Rules, the rules of any Relevant Overseas Market, the Takeovers Code (as applicable) or any other applicable laws, rules or regulations in Hong Kong or elsewhere; and</p> <ul style="list-style-type: none"> • you undertake to us that you will not engage or attempt to engage in any activity which may constitute market misconduct under the SFO or any other applicable law in Hong Kong or elsewhere or which may contravene any applicable law in Hong Kong or elsewhere in respect of anti-money laundering and counter-terrorist financing.
	<p>We have updated clause 34(b) to clarify that:</p> <ul style="list-style-type: none"> • you acknowledge that you are solely responsible for compliance with all applicable obligations of disclosure under the relevant provisions of Part XV of the SFO, the Takeovers Code, and any other applicable laws, rules or regulations relating to disclosure of interests in Securities and Virtual Assets in Hong Kong or elsewhere; and • we have no duty to advise you of any applicable regulatory or reporting requirement, foreign ownership or foreign exchange control restrictions in respect of the holding of any Securities or Virtual Assets.
	<p>We have updated clause 34(d) to clarify that we may suspend or freeze your Mox Invest Account or any privileges of your Mox Invest Account, or freeze or liquidate funds, Securities or Virtual Assets, or utilise any of the remedies in these terms for an Event of Default.</p> <p>We have updated clause 34(e) to clarify that you acknowledge and agree that nothing in these terms and conditions should be construed as a distribution, an offer to sell, or a solicitation to buy any Security or Virtual Assets in any jurisdiction where such activities would be unlawful pursuant to the laws of such jurisdiction.</p>
<p>Investor Compensation Fund for Securities Trading</p>	<p>We have updated clause 35 to clarify that this clause does not apply to Securities traded on any Relevant Overseas Market, including U.S. Securities, nor does it apply to Virtual Assets.</p>
<p>Event of Default</p>	<p>We have updated clause 36(a)(ii) to clarify that if you fail to pay any purchase price of Securities, Virtual Assets or other payments under these terms when due, that constitutes an Event of Default.</p> <p>We have updated clause 36(b)(iii) to let you know that if an Event of Default occurs, we may call upon any Charged Securities or Charged VA which may have been issued in favour of us as continuing security for your obligations in respect of your Mox Invest Account.</p>

<p>Termination suspension</p>	<p>and We have updated clause 37(a) to clarify that unless we specify otherwise, you will be required to liquidate and/or transfer all your holdings in Securities, liquidate your holdings in Virtual Assets and transfer all funds from your Mox Invest Account within 30 days of us notifying you that your Mox Invest Account will be closed (or within any other period as we determine).</p> <hr/> <p>We have updated clause 37(b) to clarify that these terms will continue to apply until all Securities, Virtual Assets and funds have been liquidated and/or transferred (as applicable) from your Mox Invest Account, and all sums due to you and all of your obligations and liabilities to us have been fulfilled.</p>
<p>Miscellaneous</p>	<p>We have updated clause 39(a) to clarify that we may, in our absolute discretion, extend Mox Invest to cover Securities listed or traded on any other stock exchange or market outside of Hong Kong or U.S. and/or Virtual Assets other than the Eligible Virtual Assets, in which case, we may supplement these terms in accordance with clause 22 of the General Terms and Conditions.</p> <hr/> <p>We have updated clause 39(b) to clarify that we may at any time, in our absolute discretion and without giving notice to you or any reason, restrict or vary Mox Invest, the Securities that may be traded, held, deposited or withdrawn using Mox Invest, the Eligible Virtual Assets that may be traded and held using Mox Invest and access to SEHK, any U.S. Exchange, any other stock exchange or market or the VA Trading Platform using Mox Invest. In such cases we may exercise any right or power conferred by the Mox Invest Schedule as if it were based on your instruction to us, including without limitation, to liquidate Securities and Virtual Assets and credit to your Mox Invest Account an amount in cash which we calculate at our absolute discretion to be the value of the relevant Securities and Virtual Assets, where applicable, net of tax and other amounts as required to comply with legal or regulatory requirements.</p>
<p>U.S. Persons</p>	<p>We have updated clause 40(b) to clarify that if you become a U.S. Person, you agree to notify us in writing promptly. You understand that in such case we may be obliged to close your Mox Invest Account and/or cancel your instructions and/or orders, and sell your Securities and Virtual Assets, and you authorise us to do so without further instructions from you. You should liquidate and/or transfer all your holdings in Securities, liquidate your holdings in Virtual Assets and transfer all funds from your Mox Invest Account within 30 days of becoming a U.S. Person (or within any other period as we determine).</p>
<p>VAs and VA-related Products Risk Disclosure Statement</p>	<p>We have updated clause 52 by updating all references of 'VA-related products' to 'VAs and VA-related products' as the risks applicable to VAs may also apply to VA-related products (and vice versa).</p> <hr/> <p>We have updated clause 52.1(f) to let you know that while there have been case law and legal developments that support the proposition</p>

	<p>that VAs constitute “property”, there remains legal uncertainty over whether or to what extent VAs may constitute “property” under Hong Kong law or under the laws of other jurisdictions.</p> <p>We have updated clause 52.1(h) to let you know that the protection offered by the Investor Compensation Fund established under the SFO does not apply to transactions involving VAs (irrespective of the nature of the tokens).</p> <p>We have added a new sub-clause 52.2(h) to explain the risks relating to transaction fees to miners or validators.</p>										
Part D: Additional terms and conditions applicable to Virtual Assets	We have added clauses 68 to 70 to let you know the terms applicable to Virtual Assets.										
Mox Invest Fees and Charges											
Trade related (Virtual Assets)	<p>We have added this new sub-section to let you know that the trading commission of Virtual Assets are charged according to the following:</p> <table border="1"> <thead> <tr> <th>If you are Invest tier[^]</th> <th>Commission rate (% of transaction amount)</th> </tr> </thead> <tbody> <tr> <td>Basic</td> <td>1.25%</td> </tr> <tr> <td>Advanced</td> <td>1.00%</td> </tr> <tr> <td>Pro</td> <td>0.75%</td> </tr> <tr> <td>Elite</td> <td>0.50%</td> </tr> </tbody> </table>	If you are Invest tier [^]	Commission rate (% of transaction amount)	Basic	1.25%	Advanced	1.00%	Pro	0.75%	Elite	0.50%
If you are Invest tier [^]	Commission rate (% of transaction amount)										
Basic	1.25%										
Advanced	1.00%										
Pro	0.75%										
Elite	0.50%										
Notes	We have updated the notes to explain that we will determine the applicable commission for a trade of stocks, other listed Securities and Virtual Assets with reference to the Invest tier applicable at the time the trade is executed.										
Monthly Aggregate Transaction Volume	We have updated the definition of “Monthly Aggregate Transaction Volume”, which means the cumulative value of all executed buy and sell transactions conducted through Mox Invest during a calendar month, comprising (i) stocks and other listed Securities in the Hong Kong and U.S. markets (according to the relevant market’s time zone); and (ii) Virtual Assets.										
Terms and conditions for use of the Mox app											
The Mox app	We have updated clause 1(c) to clarify that you can download the Mox app for free from the App Store, Google Play or our website on one device owned by you which runs Apple’s iOS or Google’s Android operating system.										

Using the Mox app responsibly	We have updated clause 8(c) to clarify that you must only install applications from the App Store, Google Play, our website or other trusted sources or app stores as we may specify, from time to time, on your device on which you install the Mox app and not override the device's operating system, e.g. by "jailbreaking" or "rooting" the device.
Switching on certain functions on your device	We have updated clause 9 to clarify that: <ul style="list-style-type: none">• on the device you install the Mox app on, we may ask you to switch on and access certain functions, such as the camera, location services, and your contacts; and• for security reasons, taking screenshots and video recording may not be available on the Mox app.

我們的條款修訂通知

2026 年 1 月 16 日

我們的條款及細則的修訂

為什麼發出此通知？

我們欲通知您，我們將修改我們的條款及細則以：

- 配合 Mox Invest 推出的虛擬資產買賣服務，該服務將向合資格的 Mox Invest 客戶提供；及
- 澄清及/或更新一些現有條款。

將會修訂的條款及細則是什麼及您可在何處取得經修訂條款之完整副本？

本通知的列表概述了我們對定義附表、Mox Invest 附表、Mox Invest 收費及手續費及 Mox app 使用條款及細則之主要修訂。

您可以透過以下連結下載經修訂後的條款及細則的 PDF 版本：

- [定義附表](#)；
- [Mox Invest 附表](#)；
- [Mox Invest 收費及手續費](#)；及
- [Mox app 使用條款及細則](#)。

定義附表、Mox Invest 附表、Mox Invest 收費及手續費及 Mox app 使用條款及細則的修改將於 2026 年 1 月 22 日起生效（「**生效日期**」）。

您需要作出什麼行動？

若您同意該修訂，您不用作出任何行動。您只需繼續使用 Mox app 以及我們的產品和服務，而定義附表及 Mox app 使用條款及細則的修改將在生效日期起適用於您。Mox Invest 附表及 Mox Invest 收費及手續費將在您申請及/或使用 Mox Invest 服務起（您可自生效日期起申請及/或使用該等服務）適用於您。

若您不同意相關條款及細則的修改，或預期您無法達到該條款的任何要求，您可按照現有的一般條款及細則第 9 條終止您於 Mox 的戶口。



若您就本通知有任何疑問，請發送電郵至 care@mox.com 或透過應用程式內的語音通話或對短訊功能與我們的客戶服務團隊聯絡。

Mox Bank Limited

修訂的概要¹

以下列表概述了我們對條款及細則之主要修訂。

請注意，以下僅為概要。詳情請參閱相關條款及細則原文。

題目	修訂概要
定義附表	
新增定義	<p>我們添加了以下定義：</p> <ul style="list-style-type: none"> • 「《打擊洗錢條例》」； • 「被抵押虛擬資產」或「客戶虛擬資產」； • 「冷錢包」； • 「組成產品」； • 「合資格虛擬資產」； • 「熱錢包」； • 「Mox Invest 服務提供者」； • 「虛擬資產買賣」；及 • 「虛擬資產交易平台」。 <p>我們亦更新了對某些定義的交叉引用。</p>
Mox Invest 附表	
定義	<p>我們在第 1 條下添加了以下定義：</p> <ul style="list-style-type: none"> • 「《打擊洗錢條例》」； • 「被抵押虛擬資產」或「客戶虛擬資產」；

¹ 本概要的列表中使用的定義與一般條款及細則（不時修訂）的定義含義相同。

- 「冷錢包」；
- 「合資格虛擬資產」；
- 「熱錢包」；
- 「Mox Invest 服務提供者」；及
- 「虛擬資產交易平台」。

以下定義已被刪除，其內容已整合並收錄於定義附表中：

- 「HKEX」或「香港交易所」；
- 「聯交所」；
- 「證監會」；
- 「證券及期貨條例」；及
- 「USD」。

我們更新了第 1 條中的以下定義：

- 「**Mox Invest**」指 Mox 基於本附表的規定，根據您發出的指示，代表您買賣證券或以其他方式進行證券交易（統稱為「**證券買賣**」）及買賣虛擬資產或以其他方式進行虛擬資產交易（統稱為「**虛擬資產買賣**」）的服務，以及所有涉及或附帶的服務。
- 「**Mox Invest 交易**」指根據本附表透過 Mox Invest 進行的任何證券買賣或虛擬資產買賣交易（如適用）。

Mox Invest 條款

我們更新了第 2(a)條，以澄清您可以申請使用 Mox Invest 進行證券買賣及 / 或虛擬資產買賣。

我們更新了第 2(b)條，以澄清您已細閱及明白 Mox Invest 附表第 51 條、第 52 條、第 58 條及第 67 條的風險披露聲明，亦接受與證券買賣、虛擬資產買賣及使用 Mox Invest 有關的風險。

您的 Mox Invest 戶口

我們更新了第 3(a)條，以說明您可使用 Mox app 將資金從您的 Mox 戶口或您於 Mox 的其他戶口（如我們准許）轉至您的 Mox Invest 戶

	<p>口 (反之亦然) , (按適用) 並可使用 Mox Invest 開始進行證券買賣及 / 或虛擬資產買賣。</p> <p>我們更新了第 3(c)條, 以澄清我們可能會從您於 Mox 的其他戶口中提取資金以償還透支款項。</p>
<p>合適性規定</p>	<p>我們更新了第 4(c)條, 以通知您根據 Mox Invest 附表, 我們無需向您提供任何虛擬資產相關的建議或任何全權管理服務。</p> <p>我們更新了第 4(d)條, 以澄清純粹在 Mox app、我們的網站上或其他渠道上提供以作一般信息參考的市場展望、與 Mox Invest 相關的營銷或宣傳材料或事實資料, 並不構成購買或出售證券或虛擬資產的要約、建議或招攬行為, 亦不應被解釋為此。在這方面, 您理解並確認, Mox app、我們的網站上或其他渠道上關於可投資證券或虛擬資產的展示以及投資主題及 / 或行業的任何分類, 無意構成也不構成任何此類證券或虛擬資產的招攬或推薦, 我們不保證任何此類證券或虛擬資產 (無論單獨、隨意組合或全部) 適合您的需求。</p>
<p>您的指示</p>	<p>我們更新了第 5(a)(i)、(iii)、(iv)及(v)條, 以澄清您已指示並授權我們:</p> <ul style="list-style-type: none"> • 按照您根據 Mox Invest 附表發出的指示, 代您買賣證券及 / 或虛擬資產, 並以其他方式處理證券及 / 或虛擬資產、就證券及 / 或虛擬資產收取的任何款項及您的 Mox Invest 戶口中持有的資金 (及如有必要, 將收到的任何金額 (按兌換時的現行匯率) 轉換為您的 Mox Invest 戶口支援的任何其他貨幣); • 在適用情況下, 作為您的代理人處理與購買、出售、提取或收取虛擬資產或虛擬資產的分派, 及行使因虛擬資產引致或有關之任何權利或申索; • 指示 Mox Invest 服務提供者, 就執行及完成任何 Mox Invest 交易及持有及轉讓證券及 / 或虛擬資產 (如適用) 作出適當安排; 及 • 根據您不時提出的要求, 向您提供可透過 Mox Invest 進行買賣證券及可供虛擬資產交易使用的虛擬資產的價格資料或有關該等證券及 / 或虛擬資產的其他資料, 包括市場數據。如

該等資料由第三方獨立擬備，我們並無責任翻譯該等資料或確保該等資料屬真實及準確。

我們更新了第 5(c)條，以澄清我們及 Mox Invest 服務提供者均獲授權及有權（但並無責任），就或倚賴您根據本條款發出的任何指示行事或採取我們真誠認為適宜的措施，而不論是否有任何延遲、錯誤、中斷或暫停（包括簽署文件並根據需要作出陳述和確認）。就我們或任何 Mox Invest 服務提供者倚賴您發出的指示就您的 Mox Invest 戶口進行的任何 Mox Invest 交易、買賣或其他作為或不作為，您將受其約束。就您因我們執行該等指示而招致或蒙受的任何損失，我們或任何 Mox Invest 服務提供者均對此概不負責。

我們更新了第 5(d)條，以澄清您在發出有關出售任何證券或虛擬資產的指示之前，將就該等證券轉讓的任何法律限制（包括美國《1933 年證券法》項下的任何限制）通知我們，並將提供為遵守合法轉讓規定所需的文件。

我們更新了第 5(e)條，以澄清您同意，買賣證券或虛擬資產的指示如無法完全執行，我們可部分執行該等指示。如您的指示無法執行或無法完全執行，我們並無責任立即通知您。

我們更新了第 5(i)條，以澄清您同意就 Mox 及其職員及僱員或任何 Mox Invest 服務提供者中的任何人士因執行您發出的指示或延遲執行或未執行您發出的指示及 / 或授權而可能招致或蒙受的任何損失或責任作出賠償，但因其欺詐行為、故意失責或疏忽所引致的損失或責任則除外。

Mox Invest 服務提供者的委任

我們更新了第 7(a)條，以澄清為提供任何與 Mox Invest 有關的服務，包括經紀、虛擬資產買賣、代名人及託管服務，我們可使用 Mox Invest 服務提供者的服務。該等 Mox Invest 服務提供者可能是 Mox 的聯屬公司或其他第三方，並可能以代理或主事人的身份行事。該等 Mox Invest 服務提供者有權僱用其他經紀、交易商或聯屬公司以提供其服務。

我們更新了第 7(b)、(c)、(d)及(e)條，將所有提述的「經紀、代名人及其他代理」更改為「Mox Invest 服務提供者」。

購買資金

我們更新了第 8(a)(ii)條，以澄清您授權我們隨時從您的 Mox Invest 戶口或我們可能同意的您於 Mox 的其他戶口進行提取（包括在您的 Mox Invest 交易結算之前），而無須得到您的進一步指示。

我們更新了第 8(b)條，以澄清在我們許可情況下，由未結算的 Mox Invest 證券買賣交易而該交易為賣出證券交易所得之款項可即時用作購買新證券（但非虛擬資產）的資金，但基金出售交易的 Mox Invest 交易除外（只可以已結算的資金購買任何新證券）。由未結算的 Mox Invest 買賣交易而該交易為賣出虛擬資產買賣所得之款項不可作為任何購買資金。我們收到購買證券或虛擬資產的指示後，我們可隨時凍結您的 Mox Invest 戶口內按我們估計須用作支付有關購買應付之全部款項的金額。即使我們未凍結有關款項，亦不影響我們的權利。

我們更新了第 8(c)(i)及(ii)條，以澄清不論您與 Mox 訂立的任何其他協議的任何條款，我們獲授權：

- 在我們收到您發出購買證券或虛擬資產的指示至支付購買證券的資金期間，延遲及 / 或拒絕兌現從您的 Mox Invest 戶口中扣除的任何款項；及
- 就您的 Mox Invest 戶口中的資金，相對其他資金建議用途，可優先將該資金用作結算就購買證券或虛擬資產應付之任何款項。

我們更新了第 8(d)條，以澄清：

- 在收到我們代您持有之證券或虛擬資產的所有出售資金，經扣除出售或與證券或虛擬資產有關須支付的任何款項後，我們將貸記入您的 Mox Invest 戶口內。您同意，如我們在付款到期日仍未收到就出售證券或虛擬資產應向您支付的全部或任何部分款項，我們僅有責任向您支付我們實際收到的款項，及我們沒有義務確定您收到的金額是否充足，我們概不負責；及
- 您亦同意，我們只對實際從對方收到您購買的任何證券或虛擬資產負有向您交付該等證券的責任。

	<p>我們更新了第 8(e)條，以澄清如有任何證券、虛擬資產或資金被錯誤存入您的 Mox Invest 戶口，我們可將該等證券或資金從您的 Mox Invest 戶口扣除及調整您的 Mox Invest 戶口以更正任何錯誤。</p>
資金不足	<p>我們更新了第 9(a)(i)(A)條，將所有提述的「您的其他 Mox 戶口」更改為「您於 Mox 的任何其他戶口」。</p> <hr/> <p>我們新增了第 9(c)條，以通知您您確認並同意，如我們合理認為您的 Mox Invest 戶口內可用於結算虛擬資產交易的所需貨幣的資金或虛擬資產不足，我們（及虛擬資產交易平台）沒有義務且可能在未通知您的情況下不按照相關指示行事。</p>
不設保證金或信貸安排	<p>我們更新了第 10 條，以澄清您的 Mox Invest 戶口僅可以現金進行證券買賣及虛擬資產買賣。本條款的任何條文或細則並無規定我們或任何經紀（就證券買賣而言）或虛擬資產交易平台（就虛擬資產買賣而言）須為您授出或維持任何保證金或信貸安排或任何其他形式的財務融資。</p>
提取	<p>我們更新了第 12(b)條，以澄清我們可在無須您的指示或向您發出通知的情況下，在執行任何註冊或轉移前，以您的 Mox Invest 戶口、Mox 戶口或任何您於 Mox 的其他戶口之信貸結餘償還任何該等債務，或要求您支付相關款項。</p>
交易限額	<p>我們更新了第 14 條，以澄清我們有絕對酌情權設定及更改各項限額和參數，以不時控制您如何使用 Mox Invest 及 / 或於 Mox Invest 進行證券買賣及虛擬資產買賣。該等限額和參數可能包括：對買賣指令最高金額及買賣指令最大數量的控制、對我們允許您的投資總額的控制、對您允許的某些證券或虛擬資產的投資總額的控制、對遞交買賣指令的價格的控制、對您買賣指令來源的控制，及我們認為適當或我們可能根據任何適用法律或規定需要執行的任何其他限額、參數或控制。</p>
Mox Invest 的可用性	<p>我們更新了第 15(a)條，以澄清 Mox Invest 的可用性和正常運作視乎於多變的情況，包括互聯網、聯交所、任何有關境外市場、任何 Mox Invest 服務提供者、Mox app，任何買賣盤傳送或管理系統及任何其他可能會牽涉到的相關應用電腦系統的可用性和正常運作。</p> <hr/> <p>我們更新了第 15(c)條，以澄清：</p>

- 您同意並接受，Mox Invest、經紀、虛擬資產交易平台及任何交易平台（包括聯交所和任何有關境外市場）使用的電腦系統（可能經其將您的指令傳送並執行），以及經紀、虛擬資產交易平台及任何交易平台提供的服務，可能在「可提供」的基礎上按「現況」提供；及
- 您同意，在 Mox Invest、經紀或虛擬資產交易平台的相關系統或任何相關系統因任何原因無法使用的情況下，維持除 Mox Invest 以外的其他交易安排。

我們更新了第 15(d)條，以澄清我們可能評定您沒有資格（或已經變得沒有資格）接受某些 Mox Invest 服務或交易某些證券或虛擬資產及 / 或向我們提供某些類型的指示（例如購買指令），例如因我們收到您提供的新資料或您提供予我們的資料發生變更。

我們更新了第 15(e)條，以澄清您同意，除非是我們的欺詐行為、疏忽或故意失責所引致，對於因以下原因而引致您蒙受或招致的任何損失，Mox、經紀和虛擬資產交易平台概不負責：指示的傳輸或通訊中的任何延遲、錯誤或不準確，Mox Invest、任何系統（包括經紀和虛擬資產交易平台使用的系統）、任何交易平台（包括聯交所、任何有關境外市場和虛擬資產交易平台）或經紀及任何交易平台提供的服務出現中斷或性能故障，或任何其他超出我們合理控制範圍的原因，包括政府限制或暫停證券買賣及 / 或虛擬資產買賣。

執行 Mox Invest 證券買賣交易

我們更新了第 16(c)條，並將第 16(c)條最後一句移至新增的第 16(d)條。該修訂旨在提升清晰度，但並不改變條款的原意。

成交單據及結單

我們更新了第 19(a)條，以澄清我們會根據《一般條款及細則》第 5 條、《證券及期貨（成交單據、戶口結單及收據）規則》、聯交所上市規則或任何有關境外市場的規則及適用的監管通函和虛擬資產相關活動指引（如適用），向您提供與您的 Mox Invest 交易相關的成交單據以及您的 Mox Invest 戶口的結單，除非上述規則未要求我們提供該等成交單據或結單。

確認

我們更新了第 20(b)條，以澄清您同意，有關 Mox Invest 交易的執行或取消的確認書可能會延遲或出現錯誤（例如，由於電腦系統問題或申報不準確所致），或可能會被 Mox、經紀、虛擬資產交易平台、聯交所或任何有關境外市場或交易商取消或調整。

電子通訊	<p>我們更新了第 21(a)條，以證清除《一般條款及細則》第 14 條的條款外，您亦同意，在適用法律允許的範圍內，我們可透過電子方式向您提供任何成交單據、其他確認書、結單、稅務資料、委托書材料及其他客戶紀錄和通訊。</p>
市場數據	<p>我們更新了第 22(a)條，以澄清您確認，任何有關證券及虛擬資產價格的報價及任何其他與證券、證券市場、虛擬資產和虛擬資產市場有關的資訊，包括（但不限於）透過 Mox app（或我們可能指定的其他方式）提供的新聞報導、分析師報告及研究（「市場數據」），均由一個或多個獨立第三方提供。</p> <hr/> <p>我們更新了第 22(g)條，以澄清：</p> <ul style="list-style-type: none"> • 您須自行承擔倚賴市場數據所涉風險。我們並無獨立核實相關市場數據的依據，亦無義務翻譯相關市場數據。您同意，Mox、聯交所、任何有關境外市場、任何虛擬資產交易平台或提供市場數據的任何其他獨立第三方，概不保證或擔保該等市場數據的準確度、及時性、先後次序、可靠性或完整性； • 由於市場波動及傳送延遲，向您提供的報價可能並非有關證券或虛擬資產的實時報價；及 • Mox、聯交所、任何有關境外市場、任何虛擬資產交易平台或提供市場數據的任何其他獨立第三方，概不會以任何方式就因向您提供任何市場數據所引致的任何損失或損害對您承擔任何責任（不論是民事侵權行為責任或合約責任或其他）。
開支及費用	<p>我們更新了第 23(a)條，以證清除《一般條款及細則》第 6 條的條款外，我們亦獲授權從您的 Mox Invest 戶口（或我們指定的您的任何其他戶口）提取資金，以代表您支付以下款項：</p> <ul style="list-style-type: none"> • 就您的 Mox Invest 戶口、您的 Mox Invest 交易、根據您的指示進行的任何其他買賣證券及 / 或虛擬資產行為或根據本條款代表您持有證券及 / 或虛擬資產的行為而應向我們支付的所有費用、收費及佣金。您可於 Mox app 及 / 或我們的網站上查閱有關該等收費及費用的詳情；及

- 就您的 Mox Invest 戶口、您的 Mox Invest 交易、根據您的指示進行的任何買賣證券及 / 或虛擬資產行為或根據本條款代表您持有證券及 / 或虛擬資產的行為，已產生或將會產生並應按指示向經紀、虛擬資產交易平台、任何代名人或其他代理支付的或向有權收取相關款項的任何其他收款人支付的所有佣金、印花稅、稅項、銀行收費、過戶費、登記費、徵費（包括聯交所和任何有關境外市場徵收的所有交易徵費）、利息及其他開支。

利益衝突

我們更新了第 26(a)條，以澄清您確認，當我們為您買賣證券或虛擬資產之時，我們（包括我們的聯屬公司）可能對相關證券、虛擬資產或 Mox Invest 交易存在重大利益、安排或關係，而該等利益未必會在任何 Mox Invest 交易之前或進行之時或在任何其他時間另行向您披露。

我們更新了第 26(b)條，以澄清 Mox 的以下利益（但不限於下列各項）可能會影響您：

- 我們可能在證券或虛擬資產或該等證券或虛擬資產所涉、由其衍生的或在其他方面直接或間接相關的任何類別的資產中持倉或進行買賣，或可能以其他方式交易或買賣該等證券或虛擬資產或其相關資產；
- 我們可能因向經紀或虛擬資產交易平台提供業務而已曾經收取或正在收取回扣、款項或其他利益；及
- 我們可能曾經是或正在是所買賣證券、虛擬資產或其相關資產的發行人（或其任何聯屬公司）的聯屬公司。

我們更新了第 26(c)條，以澄清本條款中的任何部分不應被視為禁止我們：

- 指示或促使代您購買我們本身持有或任何聯屬公司或我們的任何其他客戶持有之證券或虛擬資產；及
- 以任何身份代表任何其他人士行事，或自行或為聯屬公司或我們的任何其他客戶買賣、持有或交易任何證券或虛擬資產，儘管我們可能已接獲您發出之指示買賣或持有或以其他方式交易相同或類似之證券或虛擬資產。

Mox Invest 戶口、抵銷、留置權及擔保

我們更新了第 27(a)(i)條，以澄清您同意不會（未經我們事先以書面同意）就您的 Mox Invest 戶口，或在您的 Mox Invest 戶口中持有或為您的 Mox Invest 戶口持有的任何證券、虛擬資產、應收款項或資金設立或允許存在押記、質押或其他產權負擔的存續。

我們更新了第 27(b)條，以澄清您根據該條款向 Mox 抵押被抵押證券及被抵押虛擬資產。

我們更新了第 27(c)條，以澄清：

- 發生第 36 條所述的違約事項後，我們無須通知您並無須經您同意，即有權抵銷、出售或轉移任何被抵押證券及被抵押虛擬資產，以清償您以任何身分對我們該承擔的任何責任及債務（不論實際或待確定、主要或附屬、個別或共同）。在行使我們在第 27(c)條文下的權利後，我們會在實際可行情況下盡快通知您；及
- 您在此不可撤回地指示我們根據第 27 條採取所有必要的行動並完成所有必要的出售及轉移。您同意，我們可絕對酌情決定根據第 27 條出售或轉移的被抵押證券及被抵押虛擬資產及進行出售或轉移的條款。就為清償您對我們的任何責任及債務而出售或處置被抵押證券或被抵押虛擬資產（如適用）的價格，Mox、經紀（就被抵押證券而言）及虛擬資產交易平台（就被抵押虛擬資產而言）無須對您負責。

我們更新了第 27(d)條，以澄清我們無責任就 Mox、經紀（就證券買賣而言）或虛擬資產交易平台（就虛擬資產買賣而言）就第 27 條下的任何行動賺取的任何佣金、回扣、費用、調價、利潤、付款、商品、服務或任何其他利益向您作出交代。

Mox Invest 個人資料收集同意書

我們更新了第 31(b)條，以澄清按《一般條款及細則》第 20 條的條款，您確認並同意，如香港金管局、香港證監會、聯交所、任何有關境外市場、任何相關結算所或任何其他監管或政府機構（包括美國證券交易委員會）要求披露您的資料，則不論該要求是否具有法律效力，我們均可收集、儲存、處理、使用、向上述機構披露及轉移您的資料。

我們更新了第 31(g)(iii)條，以澄清如您的客戶識別信息和身份證件（包括您的最新護照）有任何更改您亦應即時通知 Mox。

我們更新了第 31(i)條，以澄清：

- 您授權我們向經紀、虛擬資產交易平台、任何代名人及任何基金或其代理人披露您的個人資料，包括您的 Mox Invest 戶口結餘、您的申請文件中提供的任何資料及您知會我們的資料更改內容，以及我們、經紀、虛擬資產交易平台、代名人或基金或其代理人出於遵守法律的目的，可能不時認為就（包括我們的個人資料收集聲明第 3(r)和(t)條中所述的內容），Mox Invest、您的 Mox Invest 交易或傳送、核實或執行您的指示或任何其他有關目的所需的其他資料；及
- 如經紀或虛擬資產交易平台為便於執行您的 Mox Invest 交易而使用另一經紀、交易商或聯屬公司，您同意經紀或虛擬資產交易平台可就該等目的向該等人士披露您的資料。

我們亦更新了對個人資料收集聲明的相關交叉引用。

您的聲明

我們更新了第 32(d)、(f)及(g)條，以澄清您陳述及保證：

- 您不會從任何其他人士或為任何其他人士實益取得或持有證券或虛擬資產，或違反任何適用法律實益取得或持有證券或虛擬資產，且您將是您的 Mox Invest 戶口內所有證券或虛擬資產的實益擁有人；
- 您已充分知悉並完全明白市場及根據您的指示進行買賣的證券及虛擬資產；及
- 您已充分知悉及明白聯交所上市規則及任何有關境外市場的規則，並熟悉及了解與您進行證券買賣及虛擬資產買賣有關的所有適用法律、規則及法規，包括有關內幕交易及其他刑事罪行的法律、規則及法規，以及與打擊洗錢及恐怖分子資金籌集有關的法律、規則和法規，並且沒有違反並將在任何時候遵守任何此法律、規則和法規。

我們新增了第 32(o)條，以通知您在未事先取得 Mox 書面同意的情況下，您不會就您的 Mox Invest 戶口內的任何被抵押證券、被抵押虛擬資產、財產或金錢作出任何收費、質押或允許任何收費、質押或其

	<p>他產權負擔存在，亦不會授予或聲稱授予任何涉及您的 Mox Invest 戶口內的任何已抵押證券、已抵押虛擬資產、財產或金錢的期權。</p>
<p>適用規例及規則</p>	<p>我們新增了第 33(b)條，以通知您任何透過 Mox Invest 進行的 Mox Invest 虛擬資產交易均受適用法律法規約束，且您亦將受其約束。Mox 及相關虛擬資產交易平台對任何監管機構（包括但不限於香港金管局及香港證監會）的任何行動或決定不承擔任何責任。</p>
<p>遵守法律等</p>	<p>我們更新了第 34(a)條，以澄清：</p> <ul style="list-style-type: none"> • 您不得指示我們從事任何與 Mox Invest 或您的 Mox Invest 戶口有關而又屬違反《打擊洗錢條例》、《證券及期貨條例》、聯交所上市規則、任何有關境外市場的規則、《收購守則》（如適用）或香港或其他地方的任何其他適用法律、規則或法規之事宜；及 • 您向我們承諾，您將不會從事或試圖從事任何可能構成《證券及期貨條例》或香港或其他地方的任何其他適用法律規定的不當市場行為的活動或可能違反香港或其他地方有關反洗錢和反恐怖主義融資的任何適用法律的活動。 <hr/> <p>我們更新了第 34(b)條，以澄清：</p> <ul style="list-style-type: none"> • 您確認，您應全權負責履行《證券及期貨條例》第 XV 部、《收購守則》以及香港或其他地方有關證券及虛擬資產權益披露的任何其他適用法律、規則或法規的相關規定項下的所有適用的披露責任；及 • 我們並無責任知會您涉及您持有的任何證券及虛擬資產的任何適用的監管或申報要求、外資擁有權或外匯管制限制。 <hr/> <p>我們更新了第 34(d)條，以澄清我們可暫停或凍結您的 Mox Invest 戶口或您的 Mox Invest 戶口的任何特權，凍結資金或證券或虛擬資產或將其變現，或採取本條款中規定發生違約事項時的任何補救方法。</p> <hr/> <p>我們更新了第 34(e)條，以澄清您確認並同意，本條款中的任何內容均不應被解釋為在任何司法管轄區進行分銷、出售要約或購買任何證券或虛擬資產的招攬，而根據該司法管轄區的法律，此類活動是非法的。</p>

證券買賣的投資者賠償基金	<p>我們更新了第 35 條，以澄清其不適用於在任何有關境外市場交易的證券（包括美國證券），亦不適用於虛擬資產。</p>
違約事項	<p>我們更新了第 36(a)(ii)條，以澄清如您於到期日未能支付證券或虛擬資產之任何購買價或本條款規定之其他付款，則將構成違約事項。</p> <p>我們更新了第 36(b)(iii)條，以通知您如發生違約事項，我們可要求交出以我們為受益人士而用以持續擔保您履行您就您的 Mox Invest 戶口之責任之任何被抵押證券或被抵押虛擬資產。</p>
終止及暫停	<p>我們更新了第 37(a)條，以澄清除非我們另有規定，如您被通知您的 Mox Invest 戶口將被結束，我們會要求您在 30 日內（或我們決定的任何其他限期內）出售及 / 或轉移您持有的所有證券，出售您持有的虛擬資產及轉移走您的 Mox Invest 戶口中的所有資金。</p> <p>我們更新了第 37(b)條，以澄清本條款將繼續適用，直至所有證券、虛擬資產及資金已從您 Mox Invest 戶口出售及 / 或轉移（如適用）、您應付的所有款項已全數付清及您對我們的所有債務和責任均已履行為止。</p>
其他規定	<p>我們更新了第 39(a)條，以澄清我們可絕對酌情決定將 Mox Invest 的服務擴展至在香港或美國以外任何其他證券交易所或市場上市或買賣的證券及 / 或合格虛擬資產以外的虛擬資產。在此情況下，我們可根據《一般條款及細則》第 22 條補充本條款及細則。</p> <p>我們更新了第 39(b)條，以澄清我們可絕對酌情決定隨時限制或更改 Mox Invest、可透過 Mox Invest 交易、持有、存入或提取的證券，可透過 Mox Invest 交易及持有的合資格虛擬資產，以及透過 Mox Invest 進入聯交所、任何美國交易所及任何其他證券交易所或市場或虛擬資產交易平台的權限，而無須通知您或給予任何理由。在這種情況下，我們可以行使 Mox Invest 附表授予的任何權利或權力，猶如基於您給我們的指示一樣，包括但不限於將證券及虛擬資產變現，並按我們絕對酌情權計算相關證券及虛擬資產的相應現金價值，（按適用）在扣除稅款和遵守法律或監管要求所需的其他金額後，將現金存入至您的 Mox Invest 戶口。</p>
美國人士	<p>我們更新了第 40(b)條，以澄清如您成為美國人士，您同意及時以書面形式通知我們。您明白，在此情況下，我們可能有責任關閉您的 Mox Invest 戶口及 / 或取消您的指示及 / 或指令，並出售您的證券</p>

	<p>及虛擬資產，您亦授權我們無需您的進一步指示即可採取上述行動。您應在成為美國人士後 30 日內（或我們決定的任何其他限期內）出售及 / 或轉移您持有的所有證券、出售您持有的虛擬資產及由您的 Mox Invest 戶口轉移所有資金。</p>										
<p>虛擬資產及虛擬資產相關產品風險披露聲明</p>	<p>我們更新了第 52 條，將所有提述的「虛擬資產相關產品」更改為「虛擬資產及虛擬資產相關產品」，而適用於虛擬資產的風險同樣可能適用於相關產品（反之亦然）。</p> <p>我們更新了第 52.1(f)條，以通知您儘管已有判例及法律發展支持虛擬資產構成「財產」的觀點，但在香港法律或其他司法管轄區的法律下，對於虛擬資產是否構成「財產」，仍存在不確定性。</p> <p>我們更新了第 52.1(h)條，以通知您《證券及期貨條例》下設立的投資者賠償基金所提供的保障並不適用於涉及虛擬資產的交易（無論代幣的性質如何）。</p> <p>我們新增了第 52.2(h)條，以說明與礦工或驗證者的交易費用相關的風險。</p>										
<p>D 部分：適用於虛擬資產的額外條款及細則</p>	<p>我們新增了第 68 至 70 條，以通知您適用於虛擬資產的額外條款及細則。</p>										
<p>Mox Invest 收費及手續費</p>											
<p>交易相關（虛擬資產）</p>	<p>我們新增了本分節，以通知您虛擬資產的交易佣金將按照以下收費：</p> <table border="1"> <thead> <tr> <th>如您的投資等級是[^]</th> <th>交易佣金費率（按成交金額的百分比）</th> </tr> </thead> <tbody> <tr> <td>Basic</td> <td>1.25%</td> </tr> <tr> <td>Advanced</td> <td>1.00%</td> </tr> <tr> <td>Pro</td> <td>0.75%</td> </tr> <tr> <td>Elite</td> <td>0.50%</td> </tr> </tbody> </table>	如您的投資等級是 [^]	交易佣金費率（按成交金額的百分比）	Basic	1.25%	Advanced	1.00%	Pro	0.75%	Elite	0.50%
如您的投資等級是 [^]	交易佣金費率（按成交金額的百分比）										
Basic	1.25%										
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Pro	0.75%										
Elite	0.50%										
<p>備注</p>	<p>我們更新了備注，以說明我們將根據股票或其他上市證券和虛擬資產的交易成交時的投資等級以釐定交易佣金。</p>										

每月總交易金額	<p>我們更新了「每月總交易金額」的定義，指的是您通過 Mox Invest 在一個曆月內成交的買賣交易的累計價值，包括 (i) 在香港和美國市場進行的所有股票或其他上市證券（按相應市場當地時間）；及(ii) 虛擬資產的交易。</p>
Mox app 使用條款及細則	
Mox app	<p>我們更新了第 1(c)條，以澄清您可在應用程式商店 (App Store) ， Google Play 或我們的網站免費下載 Mox app 於一部由您擁有並使用 Apple 的 iOS 或 Google 的 Android 操作系統的裝置上。</p>
負責任地使用 Mox app	<p>我們更新了第 8(c)條，以澄清在安裝 Mox app 的裝置上，您只可安裝來自 App Store、Google Play、我們的網站或我們不時指定的其他可信渠道或應用程式網上商店的應用程式，並不得改動裝置的操作系統，例如將裝置「越獄」或「破解」。</p>
開啟您裝置的某些功能	<p>我們更新了第 9 條，以澄清：</p> <ul style="list-style-type: none"> • 我們可能要求您開啟並存取您安裝 Mox app 的裝置上的某些功能，例如相機及定位服務，以及您的通訊錄；及 • 基於保安理由，Mox app 可能會不容許屏幕畫面截圖及錄像。