



## Express Remit Promotion (June 2024) (the "Promotion") Terms and Conditions

- These terms apply to the Promotion offered by Mox Bank Limited ("Mox", "we", "us" or "our"). By participating in the Promotion, you agree to these terms.
- 2. You must read these terms along with Mox's Personal Information Collection Statement, Privacy Policy Statement, General Terms and Conditions (each of which can be found in the Mox app and/or on our website) and any other terms we may provide to you, which continue to apply to your relationship with us and your use of our products and services. If there is any inconsistency between these terms and any of our other terms, these terms will prevail.
- Unless defined in these terms or the context requires otherwise, capitalised terms have the same meanings given to them in our General Terms and Conditions.
- 4. During the Promotion Period, if you send money in CAD (Canadian Dollar), THB (Thai Bhat) or MYR (Malaysian Ringgit) using our outward remittance feature in the Mox app (an "Eligible Express Remit Transaction"), subject to these terms, we will waive the 'Remit Fee' and the 'Currency Exchange Fee' (as set out in the 'Fees and Charges' section in the Mox app and/or on our website) in respect of such Eligible Express Remit Transaction.
- 5. We reserve the right, at any time, without notice or reason and in our sole discretion, to:
  - (a) change or modify the Promotion or these terms (including any dates set out in these terms or any reward, gift or other benefit in respect of the Promotion and/or its monetary value);

### 即時匯推廣(2024年6月)(「本推廣」)條 款及細則

- 1. 本條款適用於 Mox Bank Limited (「Mox」或「我們」)進行的本推廣。 參與本推廣即表示你同意接受本條款。
- 2. 你必須一併閱讀本條款、Mox 的個人資料 收集聲明,私隱政策聲明,一般條款及細 則(分別可於 Mox 應用程式及/或我們的 網站上找到)及我們可能向你提供的任何 其他條款,而該等條款繼續適用於你與我 們的關係及你就我們的產品及服務的使 用。如本條款與我們任何其他的條款有任 何不一致,概以本條款為準。
- 3. 除非另有定義或另有所指,本條款中使用 的定義具有我們一般條款及細則賦予的含 義。
- 4. 在推廣期內,如你使用 Mox 應用程式的匯 出匯款功能以加元,泰銖或馬來西亞令吉 轉賬至海外地區(「**合資格即時匯交 易**」),受制於本條款,我們將豁免該合 資格即時匯交易的「外匯費」及「貨幣兌 換費」(於「收費及手續費」所列出,可 於 Mox 應用程式及/或我們的網站找 到)。
- 我們保留全權酌情決定,恕不另行提供通知或理由,隨時:
  - (a) 修訂或更改本推廣或本條款(包括本條 款列出的任何日期或與本推廣有關的任 何獎賞、禮品或其他利益及/或其現金 價值);
  - (b) 暫停或終止本推廣或本條款;





- (b) suspend or terminate the Promotion or these terms:
- (c) refuse to give you any reward, gift or other benefit in respect of the Promotion for any reason we deem appropriate; and
- (d) make any decision in connection with the Promotion (including to refuse or suspend your participation in the Promotion or determine whether the Promotion can or cannot be combined with any other offer or promotion).

Any such decision shall be conclusive and binding on you.

- 6. If any dispute arises in connection with the Promotion, our decision is final.
- 7. To the extent permitted by laws and regulations:
  - (a) neither Mox nor any of its affiliates, shareholders or partners shall be responsible for any loss or damages suffered by you; and
  - (b) you shall release Mox and its affiliates, shareholders and partners from all actions, proceedings and claims which may be brought against Mox or its affiliates, shareholders or partners,

arising from or in connection with your participation in the Promotion (including any decision not to offer or distribute to you, or your failure to receive, any reward, gift or other benefit) or these terms, unless:

- (i) any such loss, damages, action, proceeding or claim is due to; and
- (ii) where such loss, damages, action, proceeding or claim was reasonably foreseeable and has arisen directly and solely from,

- (c) 因任何我們認為適當的理由拒絕就本推 廣向你提供任何獎賞,禮品或其他利 益;及
- (d) 作出與本推廣相關的任何決定(包括拒絕或暫停你參與本推廣,或決定本推廣是否可以與任何其他優惠或推廣一併使用)。

任何此等決定均視為最終決定並對你具有約束力。

- 如有任何有關本推廣的爭議,我們保留最終決定權。
- 7. 在法律及法規允許的範圍內,就你因參與本推廣或因本條款所致或引起的相關損失、損害賠償、訴訟、法律程序或索償(包括任何我們不向你提供或支付任何獎賞、禮品或其他利益的決定或你不能獲得任何獎賞、禮品或其他利益):
  - (a) Mox 或任何其關聯公司、股東或合作 夥伴對你遭受的任何損失或損害賠償均 不承擔任何責任;及
  - (b) 你須使 Mox 及其關聯公司、股東及合作夥伴免於針對 Mox、其關聯公司、股東或合作夥伴的所有法律行動、法律程序及索償,

除非該等損失、損害賠償、法律行動、法 律程序或索償是:

(i) 因 Mox、其關聯公司、股東或合作夥伴的疏忽、欺詐行為或故意失 責而引致;及





Mox's or its affilates', shareholders' or partners' negligence, fraud or wilful default.

This clause 7 continues after the expiry or termination of the Promotion or these terms.

- 8. You acknowledge that third parties (including our direct or indirect shareholders) may provide us with payments (such as subsidies) and other benefits or advantages in connection with the Promotion. The nature, amount and method of calculating any such benefits or advantages may vary from time to time. We are entitled to retain any such benefits or advantages for our own account and benefit, absolutely, without having to make any prior disclosure to you.
- 9. You acknowledge that third parties may receive payments (such as remuneration, commission and rebates) and other benefits or advantages from us directly or indirectly in connection with the Promotion. The nature, amount and method of calculating any Benefit may vary at any time and such third parties are entitled to retain any such benefit or advantages for its own account and benefit absolutely without having to make any prior disclosure to you.
- 10. The Promotion does not constitute any offer, invitation or recommendation to any person to enter into any transaction.
- 11. Neither your participation in the Promotion, nor your eligibility to receive any reward, gift or other benefit in respect of the Promotion may be transferred or assigned to any other person or exchanged or converted into any other benefit or right.
- 12. Nothing under these terms or the Promotion will deem, imply or suggest that a person or entity is acting as our agent or representative or otherwise soliciting business on our behalf.

(ii) 合理可預見的及直接及完全由該等 疏忽、欺詐行為或故意失責引致。

# 本第 7 條在本條款或本推廣到期或終止後仍會繼續有效。

- 8. 你知悉第三方(包括我們的直接或間接股東)可能會向我們提供與本推廣有關的付款(例如津貼)和其他利益或好處。任何此等利益或好處的性質、金額和計算方法可不時更改。我們可絕對享有並有權為自身保留任何此等利益或好處,而無需事先向你披露。
- 9. 你知悉第三方可能會直接或間接從我們獲得與本推廣有關的付款(例如報酬、佣金及回扣)和其他利益或好處。任何此等利益或好處的性質、金額及計算方法可不時更改。該第三方可絕對享有並有權為自身保留任何此等利益或好處,而無需事先向你披露。
- 10. 本推廣並不構成對任何人進行任何交易的要約、邀請或推薦。
- 11. 你就本推廣的參與或獲取本推廣的任何獎 賞、禮品或其他利益的資格均不得轉讓或 分配給任何其他人、交換或轉換成任何其 他利益或權利。
- 12. 本推廣或其條款並未視作、暗示或表示任何人或實體為我們的代理或代表,或以其他方式代表我們招攬業務。
- 13. 貨幣兌換涉及風險。你可能會因在 Mox 應用程式上兌換貨幣(包括因匯率波動)而蒙受損失。你確認你在 Mox 應用程式上兌換貨幣是為按照你自己的意願並自行承擔





- 13. Currency exchanges involve risks. You may incur losses as a result of carrying out currency exchanges on the Mox app (including as a result of exchange rate fluctuations). You acknowledge that you carry out currency exchanges on the Mox app entirely for your own account and at your own risk.
- 14. 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), other than as set out in these terms.
- 15. These terms are governed in all respects by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China. The parties submit to the exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region of the People's Republic of China.
- 16. The English version prevails if there is any inconsistency between the English and Chinese versions of these terms.

### 17. Definitions

The following capitalised terms have the meanings set out below:

- (a) "Eligible Express Remit Transaction" has the meaning give to it in clause 4 of these terms.
- (b) "**Promotion Period**" means the period between 19 June 2024 and 31 July 2024 (both dates inclusive).

Last updated: 19 June 2024

風險。

- 14. 除本條款另有列出外,並非本條款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。
- 15. 本條款在所有方面均受中華人民共和國香港特別行政區法律的管限,並根據中華人民共和國香港特別行政區法律詮釋。雙方得受中華人民共和國香港特別行政區法院的專屬管轄權管轄。
- 16. 本條款的英文與中文版本如有任何不一 致, 概以英文版本為準。

### 17. 定義

以下定義具有以下含義:

- (a) 「**合資格即時匯交易**」具有本條款第 4 條賦予的含義。
- (b) 「**推廣期**」是指 2024 年 6 月 19 日至 2024年7月31日 (包括首尾兩天)。

最近更新日期: 2024年6月19日