

Mox Credit Cash Advance Fee Waiver Promotion (the “Promotion”) - Terms and Conditions

1. These terms apply to the Promotion offered by Mox Bank Limited (“**Mox**”, “**we**”, “**us**”). 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, 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. These terms apply in addition to any such other terms, and your use of any of our products and services remains subject to such other terms. If there is any inconsistency between these terms and any of our other terms, these terms will prevail.
3. Unless defined in these terms or the context requires otherwise, capitalised terms used in these terms have the same meanings as those defined in our General Terms and Conditions.
4. The Promotion runs from 7 March 2023 until 15 April 2023, both dates inclusive (the “**Promotion Period**”). (With effect from 14 April 2023, the Promotion Period has been extended until 17 May 2023; With effect from 16 May 2023, the Promotion Period has been further extended until 3 July 2023.) We may change the dates of the Promotion Period at any time in our absolute discretion.
5. We will waive the ‘Cash Advance Fee’ (as set out in our ‘Fees and Charges’ section which can be found in the Mox app and/or on our website) for any of your Cash Advance withdrawals obtained during the Promotion Period (“**Fee Waiver**”) at a JETCO or Mastercard ATM in Hong Kong or at a point of sale in Hong Kong (where available).

Mox Credit 現金透支手續費豁免推廣「本推廣」條款及細則

1. 本條款適用於 Mox Bank Limited (「**Mox**」或「**我們**」) 進行的推廣。參與本推廣即表示你同意本條款。
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、一般條款及細則 (可參閱 Mox 應用程式及/或我們的網站), 以及我們可能向你提供的任何其他條款。除本條款外, 任何該等條款亦一併適用, 而你就使用任何我們的產品及服務仍須受該等其他條款的約束。本條款與我們任何其他的條款如有任何不一致, 概以本條款為準。
3. 除非本條款另有定義或另有所指, 本條款中使用的定義與我們一般條款及細則的定義含義相同。
4. 本推廣由 2023 年 3 月 7 日開始至 2023 年 4 月 15 日結束, 包括首尾兩天 (「**推廣期**」)。(自 2023 年 4 月 14 日起, 推廣期延長至 2023 年 5 月 17 日; 自 2023 年 5 月 16 日起, 推廣期再延長至 2023 年 7 月 3 日)。Mox 可按其絕對酌情權隨時更改推廣期的日子。
5. 於本地使用 JETCO 或萬事達卡自動櫃員機或 (適用的) 銷售點, 在推廣期內透過 Mox Credit 提取的任何現金透支, 可豁免「現金透支手續費」(「**手續費豁免**」)(可參閱 Mox 應用程式及/或網站之「收費及手續費」的部分)。
6. 我們保留全權酌情決定, 在隨時而無需通知或解釋的情況下:

<p>6. We reserve the right, at any time, without notice or reason and in our sole and absolute discretion, to:</p> <p>(a) change or modify the Promotion or these terms (including any waiver, dates set out in these terms or any reward, gift or benefit in respect of the Promotion and its monetary value);</p> <p>(b) suspend or terminate the Promotion or these terms;</p> <p>(c) refuse to give you any waivers, reward, gift or other benefit in respect of the Promotion for any reason we deem relevant; and</p> <p>(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).</p> <p>Any such decision shall be conclusive and binding on you.</p> <p>7. If any dispute arises in connection with the Promotion, our decision is final.</p> <p>8. To the extent permitted by laws and regulations:</p> <p>(a) Mox and its affiliates and shareholders shall not be responsible for any loss suffered by you; and</p> <p>(b) you shall release Mox and its affiliates and shareholders from all actions, proceedings and claims which may be brought against Mox or its affiliates or shareholders,</p> <p>arising from or in connection with your participation in the Promotion (including any decision not to give you, or your failure to receive, any waiver, reward, gift or other benefit) or these terms, unless any such loss, action, proceeding or claim is due to Mox's or its affiliates' or shareholders'</p>	<p>(a) 修訂或更改本推廣或本條款（包括本條款列出的任何豁免、日期或有關本推廣的任何獎賞、禮品或其他利益及現金價值）；</p> <p>(b) 暫停或終止本推廣或本條款；</p> <p>(c) 拒絕向你提供本推廣的任何豁免、獎賞、禮品或其他利益，若我們認為有任何相關的理由；</p> <p>(d) 作出與本推廣相關的任何決定（包括拒絕或停止你參與本推廣，或決定本推廣是否可與其他任何優惠或推廣一併使用）。</p> <p>任何此等決定均該視為最終決定並對你具有約束力。</p> <p>7. 如就本推廣有任何爭議，我們保留最終決定權。</p> <p>8. 在法律及法規允許的範圍內，就你對本推廣的參與或本條款所致或相關引起的損失（包括任何不向你提供豁免、獎賞、禮品或其他利益的決定，或你未能收取任何獎賞、禮品或其他利益）：</p> <p>(a) Mox 及其關聯公司及股東對你遭受的任何損失不承擔任何責任；及</p> <p>(b) 你須使 Mox 及其關聯公司及股東免於針對 Mox 或其關聯公司或股東的所有法律行動、法律程序及索償，</p> <p>惟就直接及純粹因 Mox 或其關聯公司或股東的疏忽、欺詐行為或故意失責而引致該損失、法律行動、法律程序或索償是合</p>
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<p>negligence, fraud or wilful default and only to the extent such loss, action, proceeding or claim is reasonably foreseeable and has arisen directly and solely from such negligence, fraud or wilful default.</p> <p>This clause 8 continues after the expiry or termination of the Promotion or these terms.</p> <p>9. Neither your participation in the Promotion nor your eligibility to receive any waiver, 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.</p> <p>10. The Promotion does not constitute any offer, invitation or recommendation to any person to enter into any transaction.</p> <p>11. Nothing under these terms or the Promotion will deem, imply or suggest that a person or entity is acting as an agent or representative of Mox or otherwise soliciting business on behalf of Mox.</p> <p>12. A person who is not a party to these terms has no rights 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.</p> <p>13. 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.</p> <p>14. The English version prevails if there is any inconsistency between the English and Chinese versions of these terms.</p> <p>15. To borrow or not to borrow? Borrow only if you can repay!</p>	<p>理可預見的及直接及完全由該疏忽、欺詐行為、或故意失責而引致則除外。</p> <p>本第8條在本條款或推廣終止後繼續有效。</p> <p>9. 你就本推廣的參與或領取任何豁免、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，也不得交換或轉換為任何其他利益或權利。</p> <p>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。</p> <p>11. 本推廣或本條款並未視作、暗示或表示任何人或實體為 Mox 的代理或代表，或以其他方式代表 Mox 招攬業務。</p> <p>12. 除本條款另有列出外，並非本條款的協議一方人士無權按《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。</p> <p>13. 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及詮釋。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。</p> <p>14. 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。</p> <p>15. 借定唔借？還得到先好借！</p> <p>最後更新日期：2023 年 5 月 16 日</p>
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