

**Mox Credit Excess Fund Transfer Handling Fee 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.
3. If there is any inconsistency between these terms and any of our other terms, these terms will prevail.
4. The Promotion runs from 1 February 2023 until 31 March 2023 (from 30 March 2023, the end date is changed to 30 April 2023), both dates inclusive (the “**Promotion Period**”). We may change the dates of the Promotion Period at any time in our absolute discretion.
5. You can participate in the Promotion if you use your Mox app to make Mox Credit Fund Transfer(s) (as defined below in this clause 5) during the Promotion Period.

“**Mox Credit Fund Transfer(s)**” means one or more person to person (P2P) payment(s) (including an automatic payment and other recurring payment or transfer arrangement) using Mox Credit on the Mox app to another Mox user or any other non-Mox Hong Kong bank account (including FPS “Participants” as defined in Part B of Schedule 2 (Terms and Conditions for Payments and Transfers) to our General Terms and Conditions).

6. During the Promotion Period:

**Mox Credit 超出轉賬限額手續費推廣「本推廣」條款及細則**

1. 本條款適用於 Mox Bank Limited (「**Mox**」、「**我們**») 進行的推廣。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、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。
3. 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。
4. 本推廣由 2023 年 2 月 1 日開始至 2023 年 3 月 31 日結束(由 2023 年 3 月 30 日起, 該結束日期改為 2023 年 4 月 30 日), 包括首尾兩天 (「**推廣期**»)。Mox 可按其絕對酌情權隨時更改推廣期的日子。
5. 本推廣適用於在推廣期內使用 Mox 應用程式以 Mox Credit 轉賬 (定義見本條款第 5 條) 的客戶。

「**Mox Credit 轉賬**」是指使用 Mox Credit (包括自動還款及定期轉賬或付款指示) 向另一 Mox 用戶或任何其他非 Mox 的香港銀行戶口 (包括在我們一般條款及細則附表 2 的 B 部所定義之快速支付系統「**參與機構**»)。

6. 在推廣期內:

<p>(a) we will waive the Excess Fund Transfer Handling Fee (which can be found in the 'Fees and Charges' section in the Mox app and/or on our website) for Mox Credit Fund Transfer(s) up to a cumulative total value of HKD50,000 ("<b>Promotion Monthly Threshold</b>") made by you in each calendar month; and</p> <p>(b) an Excess Fund Transfer Handling Fee of 1% of any Mox Credit Fund Transfer(s) in excess of the Promotion Monthly Threshold will be charged to your Mox Credit. <b>This is a promotional handling fee, for our standard handling fee for Mox Credit transfers please refer to the 'Mox Credit Key Facts Statement' in the Mox app and/or on our website.</b></p> <p>7. Your eligibility for the fee waiver in the Promotion under clause 6 of these terms cannot be transferred nor assigned to any other person or exchanged or converted into any other benefit or right.</p> <p>8. Mox reserves the right at any time, without notice or reason and in its sole discretion, to:</p> <p>(a) change, modify, suspend or terminate the Promotion or these terms; and</p> <p>(b) 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>9. If any dispute arises in connection with the Promotion, Mox's decision is final.</p> <p><b>10. To the extent permitted by laws and regulations:</b></p> <p><b>(a) Mox and its affiliates and shareholders shall not be</b></p>	<p>(a) 你可享每一曆月累計港幣 50,000 元的有效 Mox Credit 轉賬（「<b>每月推廣限額</b>」）免超出轉賬限額手續費（可參閱 Mox 應用程式及/或我們的網站之收費及手續費的部分）之優惠;及</p> <p>(b) 如你在同一曆月作出任何超出「每月推廣限額」的 Mox Credit 轉賬，我們將收取該超額部分之 1% 為超出轉賬限額手續費。此手續費將會計入你的 Mox Credit 內。<b>該手續費屬於推廣，關於我們對 Mox Credit 轉賬的標準手續費，請參閱載於我們網站或 Mox 應用程式內的「Mox Credit 產品資料概要」。</b></p> <p>7. 你於本推廣之本條款第6 條的費用豁免資格不得轉讓或分配給其他人，或交換或轉換作其他利益或權利。</p> <p>8. Mox 保留全權酌情決定，在隨時而無需通知或解釋的情況下：</p> <p>(a) 更改、修訂、暫停或終止本推廣或其條款；及</p> <p>(b) 作出與本推廣相關的任何決定（包括拒絕或暫停你的參加資格或決定本推廣是否可與任何其他優惠或推廣結合使用）。</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>9. 如有任何有關本推廣的爭議，Mox 保留最終決定權。</p>
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<p>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 by or against Mox or its affiliates or shareholders,</p> <p>arising from or in connection with your participation in the Promotion or these terms, unless any such loss, action, proceeding or claims is due to Mox's or its affiliates' or shareholders' negligence, fraud or wilful default and only to the extent such loss, action, proceeding or claims is reasonably foreseeable and has arisen directly and solely from such negligence, fraud or wilful default.</p> <p><b>This clause 10 continues after the termination of these terms or the expiry of the Promotion.</b></p> <p>11. The Promotion does not constitute any offer, invitation or recommendation to any person to enter into any transaction.</p> <p>12. 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>13. A person who is not a party to these terms has no rights to enforce or enjoy the benefit of any of their provisions under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) other than as set out in these terms.</p> <p>14. 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><b>10. 在法律及法規允許的範圍內，就本條款或你參與本推廣引起或相關之損失：</b></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由 Mox、其關聯公司或股東提出或針對 Mox、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所引致的直接及合理可預見的損失、訴訟程序及索賠除外。</p> <p><b>本條款第10 條於本條款或本推廣結束後繼續有效。</b></p> <p>11. 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>12. 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>13. 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，除本條款另有列出外。</p> <p>14. 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管限及詮釋。各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>15. 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>
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<p>15. The English version prevails if there is any inconsistency between the English and Chinese versions of these terms.</p> <p>16. To borrow or not to borrow? Borrow only if you can repay!</p> <p>Last updated: 30 March 2023</p>	<p>16. 借定唔借? 還得到先好借!</p> <p>最後更新日期: 2023 年 3 月 30 日。</p>
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