

**Mox Credit Fund Transfer Promotion (the “Promotion”) Terms and Conditions**

1. 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, 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.
3. Unless defined in these terms or the context requires otherwise, capitalised terms have the meanings given to them in our General Terms and Conditions.
4. During the Promotion Period, if you make any Mox Credit Fund Transfer in a calendar month:
  - (a) where the cumulative amount of your Mox Credit Fund Transfer(s) is less than or equal to the Promotion Monthly Threshold, we will waive the Excess Fund Transfer Handling Fee that is applicable to the Mox Credit Fund Transfer(s).  
  
For example, if your Mox app displays a Promotion Monthly Threshold of HKD50,000, we will not charge you the Excess Fund Transfer Handling Fee on the amount (or any part thereof) of your Mox Credit Fund Transfer(s) with a cumulative amount of HKD50,000 or less for that calendar month during the Promotion Period; and
  - (b) that exceeds your Promotion Monthly Threshold, we will charge the Promotional Handling Fee on the

**Mox Credit 轉賬推廣「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亦一併適用於我們的關係, 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. 如果你在推廣期內進行 Mox Credit 轉賬:
  - (a) 而當曆月之 Mox Credit 轉賬的累積金額等於或少於該每月推廣限額, 我們將豁免適用該 Mox Credit 轉賬的超出轉賬限額手續費。  
  
例如: 如果你的 Mox 應用程式顯示你的每月推廣限額為港幣 5 萬元, 我們在推廣期內不會就該港幣 5 萬元或以下的金額 (或當中的任何部分) 收取超出轉賬限額手續費; 及
  - (b) 而該 Mox Credit 轉賬超出該每月推廣限額, 我們會就該超額部分之金額向你收取推廣手續費 (推廣手續費於推廣期內取代超出轉賬限額手續費) 。

<p>excess amount instead of the Excess Fund Transfer Handling Fee.</p> <p>5. You will receive the reward, gift or any other benefit in respect of the Promotion, only if:</p> <p>(a) you hold a valid Mox Account in your name when we attempt to give you the reward, gift or other benefit, with that Mox Account not having been suspended or closed by you or us or in arrears or default; and</p> <p>(b) you meet any additional requirements we may specify from time to time.</p> <p>6. We reserve the right at any time, without notice or reason and in our sole discretion, to:</p> <p>(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 its respective monetary value);</p> <p>(b) suspend or terminate the Promotion or these terms;</p> <p>(c) refuse to give you any reward, waiver, gift or other benefit in respect of the Promotion if we believe your Mox Account has been opened for an improper purpose or for any other reason Mox deems 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, Mox's decision is final.</p>	<p>5. 你只在以下情況下才獲得與本推廣有關的獎賞、獎品或任何其他利益：</p> <p>(a) 當 Mox 向你發放獎賞、禮品或任何其他利益時、你必須持有有效並以自己名義開立的 Mox 戶口、且該 Mox 戶口並未被你或 Mox 暫停或關閉，也沒有拖欠或違約；及</p> <p>(b) 你符合我們不是規定的任何額外要求。</p> <p>6. 我們保留全權酌情決定，而不另行通知或提供理由，隨時：</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日期或有關本推廣的任何獎賞、禮品或其他利益及其現金價值）；</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獎賞、豁免、禮品或其他利益，若 Mox 認為你 Mox 戶口的開立存在不正當的目的或任何 Mox 認為相關的理由；及</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，決定本推廣是否可以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. 如有任何有關本推廣的爭議，Mox 保留最終決定權。</p> <p><b>8. 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>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 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' 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><b>This clause 8 continues after the expiry or termination of the Promotion or these terms.</b></p> <p>9. Neither your eligibility to participate in the Promotion or 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.</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 our agent or representative or otherwise soliciting business on our behalf.</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</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而引致該損失、法律行動、法律程序或索償是合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>本條款第8 條於本條款或本推廣結束後繼續有效。</p> <p>9. 你參加本推廣或獲得任何獎品、禮品或其他利益的資格，均不得轉讓或分配給任何其他人士，也不得交換或轉為任何其他利益或權力。</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我們的代理或代表，或以其他方式代表我們招攬業務。</p> <p>12. 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>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管限及詮釋。各方得受</p>
--	--

<p>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><b>16. Definitions</b></p> <p>The following capitalised terms have the meanings set out below:</p> <p>(a) "<b>Excess Fund Transfer Handling Fee</b>" has meaning given in the our fees and charges section and the Mox Credit Key Facts Statement, each of which can be found in the Mox app and/or on our website.</p> <p>(b) "<b>Mox Credit Fund Transfer</b>" means a person to person (P2P) payment, using Mox Credit as the account the sender is paying from and as the funding source, (including an automatic or recurring payment or transfer arrangement) on the Mox app to another Mox user or a non-Mox Hong Kong bank account or another FPS Participant.</p> <p>(c) "<b>Promotional Handling Fee</b>" means a handling fee of a certain percentage displayed in your Mox app and that is specific to you (which we determine in our sole and absolute discretion) that will be charged to your Mox Credit on the amount (or any part thereof) of any Mox Credit Fund Transfer(s) effected by you in a calendar month during the Promotion Period where</p>	<p>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><b>16. 定義</b></p> <p>以下定義具有以下含義：</p> <p>(a) 「<b>超出轉賬限額手續費</b>」具有載於收費及手續費部分及 Mox Credit 產品資料概要的含義(可參閱 Mox 應用程式及/或我們的網站)。</p> <p>(b) 「<b>Mox Credit 轉賬</b>」指通過 Mox 應用程式，以 Mox Credit 作為扣賬的戶口，向另一 Mox 用戶或任何其他非 Mox 的香港銀行戶口或快速支付系統「參與機構」進行轉賬（包括自動還款或定期轉賬或付款指示）。</p> <p>(c) 「<b>推廣手續費</b>」指於你的 Mox 應用程式內所顯示的指定百分比率之手續費（有關比率是按我們最終酌情權釐定），計算於你每一個曆月超出該每月推廣限額的 Mox Credit 轉賬累積金額（或當中的任何部分）並將會計入你的 Mox Credit 內。</p> <p>(d) 「<b>每月推廣限額</b>」指給你的指定 Mox Credit 轉賬限額（有關限額是按我們最終酌情權釐定）並於你的 Mox 應用程式內顯示。</p> <p>(e) 「<b>推廣期</b>」指於 2023 年 5 月 1 日到 2023 年 7 月 31 日（包括首尾兩</p>
---	--



<p>the cumulative amount of your Mox Credit Fund Transfer(s) for that month exceeds the Promotion Monthly Threshold.</p> <p>(d) <b>“Promotion Monthly Threshold”</b> means the amount of Mox Credit Fund Transfer(s) specific to you (which we determine in our sole and absolute discretion), as displayed in your Mox app.</p> <p>(e) <b>“Promotion Period”</b> means the period beginning on 1 May 2023 and ending on 31 July 2023 (both dates inclusive). From 28th July 2023, the end date is changed to 31 December 2023.</p> <p>Last updated: 28 July 2023</p>	<p>日)。由 2023 年 7 月 28 日起, 該結束日期改為 2023 年 12 月 31 日。</p> <p>最後更新日期: 2023 年 7 月 28 日</p>
---	--