



Overseas Merchant Spending Handling Fees Rebate 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, vou 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 (including the schedules thereto), 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. If you, during the Promotion Period join the Promotion on the Mox app, subject to these terms, you will receive the Handling Fee Rebate on your Eligible Mox Credit Transaction which we will deposit into your Mox Account upon settlement of the transaction.
- 5. We will determine whether an Eligible Mox Credit Transaction has occurred based on transaction records held by us (which are final and conclusive in case of any discrepancy).
- 6. If you have received any reward, gift or other benefit in respect of the Promotion and any of the transaction(s) which resulted in you receiving the reward, gift or other benefit is subsequently reversed, cancelled or refunded, we reserve the right to deduct an amount equal to the total

海外商戶簽賬手續費回贈推廣優惠(「本推 廣」)條款及細則

- 1. 以下條款適用於由 Mox Bank Limited (「Mox」或「我們」) 所提供的本推 廣。參加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、私隱政策聲明、一般條款及細 則(包括其附表),分別可於 Mox 應用程 式及/或我們的網站找到,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 的定義與我們一般條款及細則的定義含義 相同。
- 4. 如你在推廣期內於 Mox 應用程式參加本推 廣,受制於本條款,你將會獲得該合資格 Mox Credit 交易之手續費回贈並將於交易 完成結算後存入你的 Mox 戶口。
- 5. 我們將根據我們持有的交易記決定一項交 易是否為合資格 Mox Credit 交易, 如有任 何差異, 我們保留最終決定權。
- 6. 如你已收到與本推廣相關的任何獎賞、禮 品或其他利益, 而隨後撤銷或取消任何因 該交易而獲得有關獎賞、禮品或其他利益 之簽賬交易或就其退款, 我們有權從你的 Mox 戶口扣除相關獎賞、禮品或其他利益 的等同價值。
- 7. 你只能於以下情況有資格獲得本推廣的任 何獎賞、禮品或任何其他利益:





value of the relevant reward, gift or other benefit from your Mox Account.

- 7. You will receive the reward, gift or any other benefit in respect of the Promotion, only if:
 - (a) you hold a valid Mox Account and Mox Credit in your name when we attempt to give you the reward, gift or other benefit with that Mox Account and Mox Credit not having been suspended or closed by you or us or in arrears or default; and
 - (b) you satisfy any additional requirements we may specify from time to time.
- 8. We reserve the right, at any time, without notice or reason and in our sole and absolute discretion, to:
 - (a) change or modify the Promotion or these terms (including any dates set out in these terms, any reward, gift or other benefit in respect of the Promotion and/or its monetary value);
 - (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).

Any such decision shall be conclusive and binding on you.

9. Without limiting anything in these terms, we may determine whether or not you can combine the Promotion with other offers or promotions that we may offer from time to time. We will let you know if you can combine the Promotion with other offers or promotions in the Mox app and/or our

- (a) 當我們發放獎賞、禮品或其他利益給你時,你持有有效並以自己名義開立的Mox戶口及Mox Credit,且該Mox戶口及Mox Credit並未被你本人或我們暫停或關閉,也沒有拖欠或違約;及
- (b) 滿足我們不時指定的任何其他要求。
- 8. 我們保留全權酌情決定,而無需通知或提供理由的情況下,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、有關本推廣的任何 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;
 - (c) 根據任何我們認為適當的理由, 拒絕給你本推廣的任何獎賞、禮品或其他利益; 及
 - (d) 作出與本推廣相關的任何決定(包括拒絕或暫停本推廣之你的參加資格)。

任何此等決定均該視為最終決定並對你具 有約束力。

- 9. 在不限制這些條款的任何內容的情況下, 我們會為就本推廣是否可以與任何我們不 定時推出的其他優惠或推廣一併參加作出 決定。如果你可以將本推廣與 Mox 應用程 式和/或我們網站中的其他優惠或推廣一併 參加,我們會通知您。
- 10. 如有任何有關本推廣的爭議,我們保留最終決定權。
- 11. 在法律及法規允許的範圍內,就你因參與 本推廣或本條款所致或相關的損失、損害





website.

- 10. If any dispute arises in connection with the Promotion, our decision is final.
- 11. 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 give you, or your failure to receive any reward, gift or other benefit) or these terms, unless:

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

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

This clause 11 continues after the expiry or termination of these terms.

12. 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

賠償、法律行動、法律程序或索償(包括任何不向你提供獎賞、禮品或其他利益的決定或你未能獲得任何獎賞、禮品或其他利益):

- (a) Mox 或任何其關聯公司、股東或合作 夥伴對你蒙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 或其關聯公司、 股東或合作夥伴的所有法律行動、法律 程式及索償,

除非該等損失、損害賠償、法律行動、法 律程序或索償是:

- (y) 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
- (z) 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 11 條在本條款到期或終止後繼續有效。

- 12. 你知悉第三方(包括我們的直接或間接股東)可能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、金額及計算方法可 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。
- 13. 你知悉第三方可直接或間接從我們獲得與本推廣相關的付款(例如報酬、佣金和回扣)或其他利益或好處。任何此等利益或好處的性質、金額及計算方法可不時更





advantages for our own account and benefit, absolutely, without having to make any prior disclosure to you.

- 13. You acknowledge that third parties may receive payments (such as remuneration, commission and rebates) or 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.
- 14. The Promotion does not constitute any offer, invitation or recommendation to any person to enter into any transaction.
- 15. Neither your right to participate 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.
- 16. 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.
- 17. 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.
- 18. 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.
- 19. The English version prevails if there is any inconsistency between the English and

- 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。
- 14. 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。
- 15. 你不得將參與本推廣的權利或獲得任何獎 賞、禮品或其他利益的資格轉讓或分配給 任何其他人,或交換或轉換為任何其他利 益或權利。
- 16. 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。
- 17. 除本條款另有所指,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.
- 18. 本條款在所有方面均受香港特別行政區法 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。
- 19. 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。
- 20. 借定唔借? 還得到先好借!

21. 定義

以下定義於本條款内具有以下的含義:

(a) 「**合資格 Mox Credit 交易**」是指於中華人民共和國香港特別行政區以外的實體或網上商戶進行,根據 Mastercard





Chinese versions of these terms.

20. To borrow or not to borrow? Borrow only if you can repay!

21. Definitions

The following capitalised terms have the meanings set out below:

- (a) "Eligible Mox Credit Transaction(s)" means transactions for the purchase of goods or services made with a Mox Card in any currency at physical or online stores of merchants located outside of Hong Kong Special Administrative Region of the People's Republic of China, the classification of which is based on the country and/or regional codes issued by Mastercard Asia/Pacific (Hong Kong) Limited from time to time, as determined by us (in our sole and absolute discretion), from time to time. Without limiting the above:
 - (i) for the transaction to be an 'Eligible Mox Credit Transaction', the transaction must have been settled by the merchant (i.e. appear as 'completed' in the Mox app) on or before 14 September 2024; and
 - (ii) transactions that are ineligible for CashBack are not Eligible Mox Credit Transaction(s) (see clause 9.5(b) of Schedule 1 (Terms and Conditions for Accounts and Card Management) to the General Terms and Conditions for transactions that are ineligible for CashBack, which include but are not limited to e-wallet top-ups conducted via WeChat Pay and Octopus top-ups conducted via Apple Pay).
- (b) "Handling Fees Rebate" means an amount, which is equivalent to the foreign exchange handling fee or cross-border access fee (as set out in the 'Fees and Charges' section on our

Asia/Pacific (Hong Kong) Limited 不時所設定的國家 及/或區域代碼釐定,以任何貨幣購買商品或服務的 Mox Credit 交易,並不時按我們絕對酌情權作出最終決定。在不限制以上條款的情況下:

- (i) 該些交易須於 2024年9月14日或 之前已完成結算(即交易狀態於 Mox 應用程式顯示為「已完 成」);及
- (ii) 不合資格賺取 CashBack 的交易不 被視為適用於合資格交易(見一般 條款及細則附表 1 (戶口及卡管理 條款及細則) 第 9.5(b)條中列明不 合資格賺取 CashBack 的交易,包 括電子錢包充值,如通過微信支付 進行的交易,以及通過 Apple Pay 增值八達通卡的交易)。
- (b) 「**手續費回贈**」是指相等於你合資格 Mox Credit 交易的外幣兌換手續費或 跨境港幣交易手續費(於 Mox 應用程 式及/或我們的網站的「收費及手續 費」部分所顯示)的 CashBack 金額。
- (c) 「**推廣期**」是指 2024 年 7 月 4 日至 2024 年 8 月 31 日 (包括首尾兩日)。

最後更新日期: 2024年7月4日





website and/or the Mox app) that is charged on your Eligible Mox Credit Transaction, in the form of CashBack.

(c) "Promotion Period" means the period beginning on 4 July 2024 and ending on 31 August 2024 (both dates inclusive).

Last updated: 4 July 2024