

Mox Split Purchase x Everuts 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 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.
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. To participate in this Promotion, you must apply for a Split Purchase:
 - (a) for a single eligible Mox Credit transaction of HKD10,000 or above made at Everuts’s website or mobile app; and
 - (b) of a loan tenor ranged between 3 months to 12 months,

and such Split Purchase must be approved by Mox and set up no later than 31 March 2024 (on 28 March 2024, this end date was changed to 31 December 2024) (an “**Approved Split Purchase**”).
5. Any Split Purchase that is subsequently cancelled will not constitute an Approved Split Purchase.
6. We will not charge you the ‘monthly fee’ and the ‘one-off fee’ (as set out in the ‘Split Purchase Key Facts Statement’ which can be found in the Mox app and/or on our

Mox 簽賬分期 x Everuts 推廣 (「本推廣」) 條款及細則

1. 本條款適用於由 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/或我們的網站找到) 及我們可能向你提供的任何其他條款。除本條款外, 任何前述條款亦繼續一併適用於你與我們的關係及你就我們的產品及服務的使用。本條款與我們任何其他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. 要參與本推廣, 你必須申請一項符合以下條件的簽賬分期:
 - (a) 於 Everuts 網站或手機應用程式完成單一港幣 10,000 元或以上的合資格 Mox Credit 交易; 及
 - (b) 其還款期為 3 個月至 12 個月,

及此項簽賬分期必須於 2024 年 3 月 31 日 (於 2024 年 3 月 28 日, 此日期已改為 2024 年 12 月 31 日) 或之前獲得 Mox 的批准及成功設立 (「**獲批簽賬分期**」)。
5. 任何隨後被取消的簽賬分期將不構成獲批簽賬分期。
6. 我們不會就你的獲批簽賬分期向你收取整段貸款還款期期間的「月費」及「一次性

<p>website) for your Approved Split Purchase for the entire duration of your Approved Split Purchase tenor (“Promotional Waiver”).</p> <p>7. 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);</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 appropriate; 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>8. If any dispute arises in connection with the Promotion, our decision is final.</p> <p>9. To the extent permitted by laws and regulations:</p> <p>(a) Mox and its affiliates and shareholders shall not be responsible for any loss or damages 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>收費」(於「簽賬分期產品資料概要」所列出, 可於 Mox 應用程式及/或我們的網站找到) (「推廣豁免」)。</p> <p>7. 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豁免、日期或有關本推廣的任何獎賞、禮品或其他利益) ;</p> <p>(b) 暫停或終止本推廣或本條款;</p> <p>(c) 拒絕就本推廣向你提供任何豁免、獎賞、禮品或其他利益, 若我們認為有任何適當的理由; 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, 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>8. 如有任何有關本推廣的爭議, 我們保留最終決定權。</p> <p>9. 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或損害不承擔任何責任; 及</p>
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<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, damages, 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, damages, action, proceeding or claim is reasonably foreseeable and has arisen directly and solely from such negligence, fraud or wilful default.</p> <p>This clause 9 continues after the expiry or termination of the Promotion or these terms.</p> <p>10. 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.</p> <p>11. 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.</p> <p>12. 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</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>惟因 Mox、其關聯公司或股東的疏忽、欺詐行為或故意失責而引致的損失、損害、訴訟、法律程序或索賠而該等損失、損害、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等疏忽、欺詐行為、或故意失責而引致則除外。</p> <p>本第 9 條在本條款或推廣終止後繼續有效。</p> <p>10. 你知悉第三方（包括我們的直接或間接股東）可能向我們提供任何與本推廣有關的付款（例如津貼）及其他利益或好處。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。</p> <p>11. 你知悉第三方可能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）及其他利益或好處。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。</p> <p>12. 你不得將參與本推廣的資格或就本推廣獲得任何豁免、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。</p> <p>13. 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>14. 本推廣或本條款並未視作、暗示或表示任</p>
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<p>to any other person or exchanged or converted into any other benefit or right.</p> <p>13. The Promotion does not constitute any offer, invitation or recommendation to any person to enter into any transaction.</p> <p>14. 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>15. 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>16. 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>17. The English version prevails if there is any inconsistency between the English and Chinese versions of these terms.</p> <p>18. To borrow or not to borrow? Borrow only if you can repay!</p> <p>19. Definitions</p> <p>The following capitalised terms have the meanings set out below:</p> <p>(a) "Approved Split Purchase" has the meaning given in clause 4 of these terms.</p> <p>(b) "Promotion Period" means the period beginning on 1 December 2023 and ending on 31 March 2024 (on 28 March 2024, this end date was changed to 31</p>	<p>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>15. 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>16. 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>17. 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>18. 借定唔借？還得到先好借！</p> <p>19. 定義</p> <p>以下定義具有以下含義：</p> <p>(a) 「獲批簽賬分期」 具有本條款第 4 條所述的定義。</p> <p>(b) 「推廣期」 是指 2023 年 12 月 1 日至 2024 年 3 月 31 日（於 2024 年 3 月 28 日，此日期已改為 2024 年 12 月 31 日）（包括首尾兩日）。</p> <p>(c) 「推廣豁免」 具有本條款第 6 條所述的定義。</p> <p>最後更新日期：2024 年 3 月 28 日</p>
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<p>December 2024) (both dates inclusive).</p> <p>(c) “Promotional Waiver” has the meaning given in clause 6 of these terms.</p> <p>Last updated: 28 March 2024</p>	
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