

Top Up Instant Loan: Early Repayment Fee Refund 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 (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 used in these terms have the same meanings as those defined in our General Terms and Conditions.
4. If:
 - (a) during the Promotion Period, you apply for a top up of your existing Instant Loan(s) in the Mox app (“**Top Up Application**”); and
 - (b) your Top Up Application is approved by us on or before 1 January 2025,
 subject to these terms, we will refund any early repayment fee we have charged in respect of the early closure of your existing Instant Loan(s) as part of your Top Up Application (“**Refund**”), which we will deposit into your Mox Account on or before 31 January 2025.
5. The number of Refunds we will provide under the Promotion is subject to a quota of 5,000 Refunds (“**Quota**”). We will

加碼「即時借」：提前還款費退款推廣（「本推廣」）條款及細則

1. 本條款適用於 Mox Bank Limited（「Mox」或「我們」）進行的本推廣。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、私隱政策聲明、一般條款及細則及其附表（分別可於 Mox 應用程式及/或我們的網站上找到）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. 除非本條款另有定義或另有所指，否則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：
 - (a) 在推廣期內，你於 Mox 應用程式內就你現有的「即時借」申請加碼（「**加碼申請**」）；及
 - (b) 我們於 2025 年 1 月 1 日或之前批核你的加碼申請，
 受制於本條款，我們將退還因（作為你的加碼申請的一部分）提前結清你現有的「即時借」而收取的提前還款費（「退款」），我們將於 2025 年 1 月 31 日或之前存入你的 Mox 戶口。
5. 我們根據本推廣提供的退款以 5,000 個退款為限（「**名額**」）。我們將根據先到先得的原則（按我們唯一絕對酌情決定）為

<p>provide the Refund for an approved Top Up Application on a first come, first served basis (as determined by us in our sole and absolute discretion). We will not update you on the usage of the Quota or its continued availability.</p> <p>6. You can only participate in the Promotion once. You can only receive the Refund once.</p> <p>7. You will receive the reward, gift or any other benefit in respect of the Promotion, only if you:</p> <p>(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 Mox or in arrears or default;</p> <p>(b) the Instant Loan that was approved in respect of your Top Up Application is still valid and active and has not been repaid in full or closed when we attempt to give you the reward, gift or other benefit; and</p> <p>(c) you satisfy any additional requirements we may specify from time to time.</p> <p>8. 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 dates set out in these terms, any reward, gift or other benefit in respect of the Promotion and/or its monetary value);</p> <p>(b) suspend or terminate the Promotion or these terms;</p> <p>(c) refuse to give you any reward, gift or other benefit in respect of the</p>	<p>經批核的加碼申請提供。我們不會通知你名額的使用情況或供應的最新情況。</p> <p>6. 你只可參加本推廣一次。你只能獲得退款一次。</p> <p>7. 你只能在以下情況獲得本推廣的任何獎賞、禮品或任何其他利益：</p> <p>(a) 當我們試圖向你發放獎賞、禮品或其他利益時，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；</p> <p>(b) 當我們試圖向你發放獎賞、禮品或其他利益時，就你的加碼申請獲批核的「即時借」仍然有效並且尚未全額償還或關閉；及</p> <p>(c) 滿足我們不時指定的任何其他要求。</p> <p>8. 我們保留唯一絕對酌情權在無需通知或提供理由的情況下，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、任何獎賞、禮品或其他利益及/或其現金價值）；</p> <p>(b) 暫停或終止本推廣或本條款；</p> <p>(c) 根據任何我們認為適當的理由，拒絕向你提供本推廣的任何獎賞、禮品或其他利益；及</p> <p>(d) 做出與本推廣相關的任何決定（包括拒絕或暫停你參加本推廣的資格）。</p>
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<p>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).</p> <p>Any such decision shall be conclusive and binding on you.</p> <p>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 website or through any other communication channels we may determine from time to time.</p> <p>10. If any dispute arises in connection with the Promotion, our decision is final.</p> <p>11. To the extent permitted by laws and regulations:</p> <p>(a) neither Mox nor any of its affiliates, shareholders or partners shall be responsible for any loss or damages suffered by you; and</p> <p>(b) you shall release Mox and its affiliates, shareholders and partners from all actions, proceedings and claims which may be brought by or against Mox or its affiliates, shareholders or partners,</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:</p> <p>(y) any such loss, damages, action, proceeding or claim is due to; and</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. 在不限制本條款的任何內容的情況下，我們會就你是否可以一併參加本推廣及任何我們不定時推出的其他優惠或推廣作出決定。我們將在 Mox 應用程式和/或我們網站或透過我們不時釐定的任何其他通訊渠道通知你本推廣是否可以與其他優惠或推廣一併參加。</p> <p>10. 如有任何有關本推廣的爭議，我們保留最終決定權。</p> <p>11. 在法律及法規允許的範圍內，就你因參與本推廣或因本條款所致或引起的相關損失、損害賠償、法律行動、法律程序或索償（包括任何拒絕向你提供任何獎賞、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）：</p> <p>(a) Mox 及其任何關聯公司、股東及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</p> <p>(b) 你須使 Mox 及其關聯公司、股東及合作夥伴免於針對 Mox、其關聯公司、股東或合作夥伴的所有法律行動、法律程序及索償，</p> <p>除非該等損失、損害賠償、法律行動、法律程序或索償是：</p> <p>(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</p>
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<p>(z) where such loss, damages, action, proceeding or claim was reasonably foreseeable and has arisen directly and solely from,</p> <p>Mox's or its affiliates', shareholders' or partners' negligence, fraud or wilful default.</p> <p>This clause 11 continues after the expiry or termination of the Promotion or these terms.</p> <p>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 advantages for our own account and benefit, absolutely, without having to make any prior disclosure to you.</p> <p>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 such benefits or advantages may vary from time to time and such third parties are entitled to retain any such benefits or advantages for its own account and benefit, absolutely, without having to make any prior disclosure to you.</p> <p>14. The Promotion does not constitute any offer, invitation or recommendation to any person to enter into any transaction.</p> <p>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.</p>	<p>(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。</p> <p>本第 11 條在本推廣或本條款到期或終止後繼續有效。</p> <p>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。</p> <p>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>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。</p> <p>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。</p> <p>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。</p> <p>17. 除本條款另有列出外，並非本條款協議一方的人士無權按《合約（第三者權利）條例》（香港法例第 623 章）執行本條款的</p>
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<p>16. 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>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.</p> <p>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.</p> <p>19. The English version prevails if there is any inconsistency between the English and Chinese versions of these terms.</p> <p>20. To borrow or not to borrow? Borrow only if you can repay!</p> <p>21. Definitions</p> <p>The following capitalised terms have the meanings set out below:</p> <p>(a) "Promotion Period" means the period beginning on 17 October 2024 and ending on 31 December 2024 (both dates inclusive).</p> <p>(b) "Refund" has the meaning given to it in clause 4 of these terms.</p> <p>(c) "Top Up Application" has the meaning given to it in clause 4(a) of these terms.</p> <p>Last updated: 17 October 2024</p>	<p>任何條文，或享有本條款之任何條文下的利益。</p> <p>18. 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>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。</p> <p>20. 借定唔借？還得到先好借！</p> <p>21. 定義</p> <p>以下定義於本條款內具有以下的含義：</p> <p>(a) 「推廣期」是指受制於本條款第 6 條，2024 年 10 月 17 日至 2024 年 12 月 31 日（包括首尾兩日）。</p> <p>(b) 「退款」具有本條款第 4 條賦予的含義。</p> <p>(c) 「加碼申請」具有本條款第 4(a)條賦予的含義。</p> <p>最後更新日期：2024 年 10 月 17 日</p>
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