

Zero-Fee Monthly Mox Credit Transfer Threshold Instant Unlock 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 have the meanings given to them in our General Terms and Conditions.
4. If you:
 - (a) have received an invitation, directly from Mox, to participate in the Promotion (we reserve the right to select and invite customers to participate in the Promotion in our sole and absolute discretion); and
 - (b) during the Promotion Period, make one or more Eligible Transaction(s) with Mox Credit of an aggregate amount of HKD3,000 or more (“**Spending Requirement**”),

subject to these terms, your Monthly Zero-Fee Transfer Threshold will be HKD30,000 for the Promotion Period, which will be displayed in your Mox app.
5. We will determine whether an Eligible Transaction has occurred based on transaction records held by us (which are

即時提高每月免手續費 Mox Credit 轉賬額推廣 (「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:
 - (a) 直接從 Mox 收到邀請參與本推廣 (我們保留權利選擇及享有絕對酌情決定權邀請客戶參與本推廣); 及
 - (b) 在推廣期內, 以 Mox Credit 進行一項或多項合資格交易, 金額合共港幣 3,000 元或以上 (「**消費要求**」),

受制於本條款, 你使用 Mox Credit 轉賬的每月免手續費轉賬額會被調整到港幣 30,000 元, 並顯示在你的 Mox 應用程式內。
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交易 (如有任何差異, 我們保留最終決定權)。

<p>final and conclusive in case of any discrepancy).</p> <p>6. If you have received any reward, gift or other benefit in respect of the Promotion, and any of the transaction(s) that contributed to the satisfaction of the Spending Requirement is subsequently reversed, cancelled or refunded such that the Spending Requirement is no longer satisfied, we reserve the right to adjust your Monthly Zero-Fee Transfer Threshold to HKD0.</p> <p>7. 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 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;</p> <p>(b) we allow you to make payment using Mox Credit Fund Transfer (i.e. Mox Credit can be selected as a debit source for your transfer); 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, the Designated Merchants or 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 Promotion for any reason we deem</p>	<p>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計入消費要求之簽賬交易或就其退款，導致你不再滿足消費要求，我們有權將你的每月免手續費轉賬額調整到港幣 0 元。</p> <p>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：</p> <p>(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；</p> <p>(b) 我們可允許你選取 Mox Credit 作為轉賬之扣賬戶口（即代表你合資格使用 Mox Credit 轉賬）；及</p> <p>(c) 滿足我們不時指定的任何其他要求。</p> <p>8. 我們保留全權酌情決定，而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、有關本推廣的指定商戶或任何獎賞、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 Mox 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</p> <p>(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或決定本推廣是否可與任何其他優惠或推廣一併使用）。</p>
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<p>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>9. If any dispute arises in connection with the Promotion, our decision is final.</p> <p>10. 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 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>(i) any such loss, damages, action, proceeding or claim is due to;</p> <p>(ii) 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 10 continues after the</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，我們保留最終決定權。</p> <p>10. 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）：</p> <p>(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</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 或其關聯公司、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>(i) 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> <p>(ii) 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 10 條在本條款到期或終止後繼續有效。</p> <p>11. 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</p>
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expiry or termination of these terms.	
<p>11. 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>12. 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.</p> <p>13. The Promotion does not constitute any offer, invitation or recommendation to any person to enter into any transaction.</p> <p>14. 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>15. 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>16. 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>保留任何此等利益或好處，而無需事先向你披露。</p> <p>12. 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>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. 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>15. 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>16. 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。</p> <p>17. 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。</p> <p>18. 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>19. 借定唔借？還得到先好借！</p>

17. 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.

18. The English version prevails if there is any inconsistency between the English and Chinese versions of these terms.

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

20. Definitions

The following capitalised terms have the meanings set out below:

(a) "**Eligible Transaction(s)**" means transactions for the purchase of goods or services, 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 Transaction', the transaction must have been settled by the merchant (i.e. appear as 'completed' in the Mox app) on or before end date of the Promotion Period; and

(ii) transactions that are ineligible for CashBack are *not* Eligible 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) "**Excess Fund Transfer Handling Fee**" has the meaning given to it in our 'Fees and Charges' section which can

20. 定義

以下定義於本條款內具有以下的含義：

(a) 「**合資格交易**」是指購買商品或服務的交易，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) 該些交易須於推廣期完結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任何消費要求的合資格交易（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) 「**超出轉賬限額手續費**」的定義，可從 Mox 應用程式或/和 Mox 網頁中的「收費及手續費」找到。

(c) 「**每月免手續費轉賬額**」為你使用 Mox Credit 轉賬而不會被收取超出轉賬限額手續費的金額。

(d) 「**Mox Credit 轉賬**」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>be found in the Mox app and/or on our website.</p> <p>(c) “Monthly Zero-Fee Transfer Threshold” is the amount of Mox Credit Fund Transfer which we make available to you without charging you the Excess Fund Transfer Handling Fee.</p> <p>(d) “Mox Credit Fund Transfer” 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>(e) “Promotion Period” means the period beginning on 1 July 2024 and ending on 31 July 2024 (both dates inclusive).</p> <p>(f) “Spending Requirement” has the meaning given in clause 4(b) of these terms.</p> <p>Last updated: 28 June 2024</p>	<p>(e) 「推廣期」是指 2024 年 7 月 1 日至 2024 年 7 月 31 日（包括首尾兩日）。</p> <p>(f) 「消費要求」具有本條款第 4(b)條賦予的含義。</p> <p>最後更新日期：2024 年 6 月 28 日</p>
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