

**Mox iPhone for Life Program (the “Program”) Terms and Conditions**

1. These terms apply to the Program offered by Mox Bank Limited (“**Mox**”, “**we**”, “**us**” or “**our**”). By participating in the Program, 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. Without limiting the above, you must read these terms along with Part D of Schedule 3 (as defined below), which apply to your use of our ‘0% Merchant Split Purchase’ product in connection with the Program.
3. If there is any inconsistency between these terms and any of our other terms referred to above, these terms will prevail.
4. Unless defined in these terms or the context requires otherwise, capitalised terms shall have the meaning given to them in our General Terms and Conditions.
5. Subject to the availability of the Eligible Device provided by a Designated Mobile Service Provider, you can participate in the Program via a Designated Mobile Service Provider during the period specified by that Designated Mobile Service Provider (on its website or otherwise).
6. To participate in the Program, you must purchase an iPhone which is designated by a Designated Mobile Service Provider for the purposes of this Program (“**Eligible Device**”) using our 0% Merchant Split Purchase with a tenor specified by the Designated Mobile Service Provider. During the Trade-In Period, you can either:

**Mox iPhone for Life 推廣計劃（「本計劃」）條款及細則**

1. 本條款適用於由 Mox Bank Limited（「**Mox**」或「**我們**」）進行的計劃。參與本計劃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。在不限制前述，你必須閱讀本條款及適用於本計劃的商戶 0 息分期之附表三第 D 部（定義如下）。
3. 本條款與我們上述任何其他的條款如有任何不一致，概以本條款為準。
4. 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。
5. 須視指定電訊商的供應情況而定，你可透過指定電訊商（於其網站或以其他方式公布指定的推廣期內）參與本計劃。
6. 要參加本計劃，你必須於按指定電訊商要求的期數，以我們的商戶 0 息分期購買本計劃的指定 iPhone(「**合資格裝置**」)。你可以於退還產品期間：
  - (a) 向有關指定電訊商，退還該合資格裝置，並其後收到我們存入有關回購價值保證之金額至你的 Mox 戶口或 Mox Credit（視乎我們存入該回購價

<p>(a) return your Eligible Device to the relevant Designated Mobile Service Provider, after which you will receive the Guaranteed Buy-Back Value into your Mox Account or Mox Credit (whichever account your Mox Card is linked to at the time we deposit the Guaranteed Buy-Back Value); or</p> <p>(b) keep your Eligible Device, and you must continue to pay the remaining instalments of your 0% Merchant Split Purchase for that Eligible Device or otherwise in accordance with Part D of Schedule 3.</p> <p>7. If we receive the Guaranteed Buy-Back Value in connection with the return of your Eligible Device, we will, in accordance with Part D of Schedule 3:</p> <p>(a) cancel your 0% Merchant Split Purchase in respect of that Eligible Device; and</p> <p>(b) charge to your Mox Credit the aggregate of all remaining instalments (or any portion thereof) of the said 0% Merchant Split Purchase.</p> <p>Please note that we will waive the fees and charges as set out in clause 27(e) of Part D of Schedule 3 in respect of our cancellation of your 0% Merchant Split Purchase under this clause 7.</p> <p>8. Each Designated Mobile Service Provider may place conditions on the return of an Eligible Device (as it determines in its sole and absolute discretion). Please refer to the respective Designated Mobile Service Provider's website or otherwise for further details concerning Eligible Devices and the conditions for their return.</p> <p>9. A Designated Mobile Service Provider may, in its absolute discretion, adjust the Guaranteed Buy-Back Value or refuse to buy back an Eligible Device. If the Guaranteed Buy-Back Value is reduced by the Designated Mobile Service Provider, we will deposit the respective amount which is provided by the relevant</p>	<p>值保證之金額時你的 Mox 卡連接的戶口而定) ; 或</p> <p>(b) 保留你的合資格裝置並須根據附表三第 D 部繼續償還你該商戶 0 息分期餘下的分期款項。</p> <p>7. 如果我們收到關於你退還該合資格裝置的回購價值保證之金額, 我們會按附表三第 D 部:</p> <p>(a) 取消你有關該合資格裝置的商戶 0 息分期貸款; 及</p> <p>(b) 將你的商戶 0 息分期之所有餘下供款 (或其任何部分) 的總和計入你的 Mox Credit.</p> <p>請注意: 我們會, 就按本第7 條而取消你的商戶 0 息分期, 豁免附表三第 D 部第 27(e)條之費用及收費。</p> <p>8. 各指定電訊商都有絕對酌情權就回購的合資格裝置設定退還條件。關於合資格裝置及其退還條件的詳情可瀏覽有關指定電訊商的網站或其他公布方式。</p> <p>9. 指定電訊商有絕對的酌情權, 對回購價值保證之金額作出調整或拒絕回購合資格裝置。如果指定電訊商下調回購價值保證之金額, 我們會將指定電訊商提供的相應金額存入你 Mox 的戶口。</p> <p>10. Mox 不會因為有關指定電訊商拒絕回購你的合資格裝置或因任何原因 (包括但不限於清盤或結業) 下調你的回購價值保證之金額負上任何責任。</p>
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<p>Designated Mobile Service Provider into your account with us.</p> <p>10. Mox is not responsible if a Designated Mobile Service Provider does not accept the return of your Eligible Device or reduces your Guaranteed Buy-Back Value for any reason whatsoever (including, without limitation, due to a winding up or closure of the Designated Mobile Service Provider).</p> <p>11. Each Designated Mobile Service Provider is solely responsible for any disputes, enquires, liabilities or complaints in relation to the return of any Eligible Device purchased at, or Guaranteed Buy-Back Value determined by, that Designated Mobile Service Provider.</p> <p>12. Subject to clauses 8 to 10 of these terms, you will receive the Guaranteed Buy-Back Value only if:</p> <p>(a) you hold a valid Mox Account in your name when we attempt to deposit the Guaranteed Buy-Back Value, with that Mox Account not having been suspended or closed by you or us, or in arrears or default; and</p> <p>(b) you satisfy any additional requirements we may specify from time to time.</p> <p>13. Mox is not the supplier of, nor are we responsible for, any Eligible Device or any product or service supplied by any Designated Mobile Service Provider including, without limitation, quality, availability and/or the description of such products and/or services provided by the Designated Mobile Service Provider. Mox is not responsible for any false trade description, misrepresentation, misstatement, omission, unauthorized representation, unfair trade practices or conduct made by or of any Designated Mobile Service Provider(s) or their respective employees, officers or agents, in connection with the Program or otherwise.</p>	<p>11. 各指定電訊商均全權負責一切關於其回購指定裝置或回購價值保證之金額的爭議、諮詢、責任或投訴。</p> <p>12. 受制於本條款第8至10條，你只會在以下情況才獲得該回購價值保證之金額：</p> <p>(a) 當我們存入該回購價值保證之金額給你時，你必須仍持有你的 Mox 戶口，且該 Mox 戶口並未被你本人或我們暫停或關閉，也沒有拖欠或違約；及</p> <p>(b) 你滿足我們可能不時指定的任何額外其他要求。</p> <p>13. 所有指定電訊商提供的有關此計劃的任何合資格裝置、產品及/或服務並非由 Mox 所提供，包括但不只限於指定電訊商所提供的產品、其服務的質素、供應量、產品及/或其服務說明、任何虛假的交易說明，Mox 均毋須負上任何責任。指定電訊商、其員工、其人員或等人於計劃提供的各項產品及/或服務的各方面之虛假陳述、錯誤聲明、遺漏、未經授權的陳述、與此計劃相關或就提供此計劃下的產品及/或服務的不公平貿易慣例或行為，Mox 均毋須負上任何責任。</p> <p>Mox 免責聲明（可於我們的網站找到）適用於本計劃（包括合資格裝置）。</p> <p>14. 你必須保留與指定電訊商簽訂的任何有關合資格裝置之合約，無論簽訂相關電訊服務計劃之合約與否、有關之簽賬單據及消費簽賬存根正本（如適用）以作核對之用。你可能被要求提供有關文件之副本，以便 Mox 作進一步調查。所有已遞交之</p>
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<p>The Mox Disclaimer (which can be found on our website) applies in respect of the Program and in connection with the Eligible Device).</p> <p>14. You are required to retain any contracts signed with the Designated Mobile Service Provider in respect of the Eligible Device with or without subscription of the mobile service plan, relevant original sales receipts and sales slips (where applicable) for inspection upon request by us. You may be required to submit a copy of the relevant documents for further investigation by us (which will not be returned).</p> <p>15. 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 Program or these terms;</p> <p>(b) suspend or terminate the Program or these terms; and</p> <p>(c) make any decision in connection with the Program (including to refuse or suspend your participation in the Program or determine whether the Program can or cannot be combined with any other product, service, offer or promotion).</p> <p>Any such decision shall be conclusive and binding on you.</p> <p>16. If any dispute arises in connection with the Program, our decision is final.</p> <p><b>17. To the extent permitted by laws and regulations:</b></p> <p>(a) <b>Mox and its affiliates and shareholders shall not be responsible for any loss suffered by you; and</b></p> <p>(b) <b>you shall release Mox and its affiliates and shareholders from all actions, proceedings and claims</b></p>	<p>有關文件將不獲發還。</p> <p>15. 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) 修訂或更改本計劃或本條款；</p> <p>(b) 暫停或終止本計劃或本條款；及</p> <p>(c) 作出與本計劃相關的任何決定（包括拒絕或暫停本計劃之你的參加資格或決定本計劃是否可與其他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>16. 如有任何有關本計劃的爭議，Mox 保留最終決定權。</p> <p><b>17. 在法律及法規允許的範圍內，就你因參與本計劃或本條款所致或相關引起的損失（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）：</b></p> <p>(a) <b>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</b></p> <p>(b) <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、法律程式及索償，</b></p> <p><b>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、訴訟、法律程序或索賠而該等損失、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等疏忽、欺詐行為或故意失責而引致的除外。</b></p>
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<p>which may be brought against Mox or its affiliates or shareholders,</p> <p>arising from or in connection with your participation in the Program (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 17 continues after the expiry or termination of the Program or these terms.</b></p> <p>18. Your participation in the Program may not be transferred or assigned to any other person or exchanged or converted into any other benefit or right.</p> <p>19. The Program does not constitute any offer, invitation or recommendation to any person to enter into any transaction.</p> <p>20. Nothing under these terms or the Program 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>21. You acknowledge that the reward, gift or other benefit distributed to you pursuant to these terms may be subsidized by third parties (including direct or indirect shareholders of Mox)(collectively, the "<b>Mox Business Partners</b>"). As a result, we may receive benefits from the Mox Business Partners directly or indirectly in connection with the Promotion. The nature, amount and method of calculating any such benefits may be varied at any time. We are entitled to retain any such benefits for our own account and benefit absolutely without having to make any prior disclosure to you.</p>	<p><b>本第17 條在本條款或本計劃結束後繼續有效。</b></p> <p>18. 你就本計劃的參與或領取任何獎賞、禮品或其他利益的資格均不得轉讓或分配給任何其他人，也不得交換或轉換為任何其他利益或權利。</p> <p>19. 本計劃並不構成對任何人進行任何交易的要約、邀請或推薦。</p> <p>20. 本計劃或本條款並未視作、暗示或表示任何人或實體為 Mox 的代理或代表，或以其他方式代表 Mox 招攬業務。</p> <p>21. 你知悉第三者（包括 Mox 合作夥伴）可能會直接或間接從我們獲得與推廣相關的報酬、佣金、回贈、其他付款、利益或好處（統稱為「<b>利益</b>」）。計算任何利益的性質、金額和方法可能隨時發生變化，而該第三方有權保留此等利益，而無需向你作出任何事前通知。</p> <p>22. 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>23. 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香港特別行政區法院的專屬管轄權管轄。</p> <p>24. 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>25. 借定唔借？還得到先好借！</p>
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22. A person who is not a party to these terms has no right 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.

23. 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.

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

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

## 26. Definitions

The following capitalised terms have the meanings set out below:

- (a) "**Designated Mobile Service Provider**" means each mobile service provider that will participate in the Program, as displayed and updated from time to time in the Mox app and/or on our website.
- (b) "**Eligible Device**" has the meaning given in clause 6 of these terms.
- (c) "**Guaranteed Buy-Back Value**" means, subject to clauses 8 to 10 of these terms, the amount determined and provided by the Designated Mobile Service Provider, in its sole and absolute discretion.
- (d) "**Part D of Schedule 3**" means Part D: 0% Merchant Split Purchase of Schedule 3 (Terms and Conditions for Mox Card with Credit) to our General Terms and Conditions.
- (e) "**Trade-In Period**" means the period during which you can return your

## 26. 定義

以下定義具有以下含義：

- (a) **「指定電訊商」** 指參與本計劃之的電訊服務供應商（於 Mox 應用程式及/或我們的網站顯示並不時更新）。
- (b) **「合資格裝置」** 具有本條款第6 條的含義。
- (c) **「回購價值保證之金額」** 指，受制於本條款第8 至10 條，由有關指定電訊商（按其絕對酌情權）釐定及提供之金額。
- (d) **「附表三第 D 部」** 指一般條款及細則附表 3（Mox 卡（含信用功能）條款及細則）。
- (e) **「退還產品期間」** 指你可於，由我們將你合資格裝置的商戶 0 息分期第 24 期款項計入你的 Mox Credit（可於你的 Mox 應用程式內查閱）當日起計至有關指定電訊商不時決定的結束日之期間內，退還你的合資格裝置給有關指定電訊商。可向有關電訊商了解詳情。

最後更新日期：2023 年 6 月 28 日



<p>Eligible Device to the relevant Designated Mobile Service Provider – which begins when the 24<sup>th</sup> instalment of your 0% Merchant Split Purchase (in respect of your Eligible Device) is charged to your Mox Credit (as displayed in your Mox app) and ends on the date determined from time to time by the Designated Mobile Service Provider. Please refer to the relevant Designated Mobile Service Provider for further details.</p> <p>Last updated: 28 June 2023</p>	
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