

<p>Overseas Spending 2% CashBack Promotion (the “Promotion”) Terms and Conditions</p> <ol style="list-style-type: none"> 1. These terms apply to the Promotion offered by Mox Bank Limited (“Mox”, “we”, “us”). 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, 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. These terms apply in addition to any such other terms, and your use of any of our products and services remains subject to such other terms. If there is any inconsistency between these terms and any of our other terms, these terms will prevail. In particular, these terms must be read together with clause 7 of Schedule 1 (Terms and Conditions for Accounts and Card Management) to the General Terms and Conditions), except clause 7.3(b). 3. Unless the context requires otherwise, capitalised terms used in these terms have the same meanings as those defined in our General Terms and Conditions. 4. To participate in the Promotion, during 15 December 2022 to 15 February 2023 (both dates inclusive) (the “Promotion Period”) you must: <ol style="list-style-type: none"> (a) be a Mox Credit customer; and (b) spend with Mox Credit on any ‘Eligible Transaction(s)’ (as defined in clause 5 of these terms). 5. “Eligible Transactions” are transactions made at physical stores of merchants located outside of Hong Kong Special Administrative Region of the People’s Republic of China (“Hong Kong”), the classification of which is based on the country and/or regional codes issued by 	<p>海外簽賬 2% CashBack 推廣優惠（「本推廣」）條款及細則</p> <ol style="list-style-type: none"> 1. 本條款適用於由 Mox Bank Limited（「Mox」、「我們」）所提供的推廣。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、一般條款及細則，以及我們可能向你提供的任何其他條款(可參閱我們的網站及/或 Mox 應用程式)。除本條款外，任何該等條款亦一併適用，而你就使用任何我們的產品及服務仍須受該等其他條款的約束。本條款與我們任何其他的條款如有任何不一致，概以本條款為準。 請注意，本條款必須與一般條款及細則附表 1（戶口及卡管理條款及細則）第 7 條（除第 7.3 (b) 條之外）一併閱讀。 3. 除非本條款另有定義，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. 要參加本推廣，你必須於 2022 年 12 月 15 日開始至 2023 年 2 月 15 日的期間（包括首尾兩日）（「推廣期」）： <ol style="list-style-type: none"> (a) 是 Mox Credit 客戶；及 (b) 並以 Mox Credit 進行「合資格交易」消費（定義見本條款第 5 條）。 5. 「合資格交易」指於中華人民共和國香港特別行政區（「香港」）以外的實體商戶進行的交易，根據 Mastercard Asia/Pacific (Hong Kong) Limited 不時所設定的國家及/或區域代碼釐定，並根據 Mox 持有的
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<p>Mastercard Asia/Pacific (Hong Kong) Limited from time to time, and as determined by Mox in its absolute discretion based on transaction records held by Mox (which are final and conclusive, in case of any discrepancy).</p> <p>Without limiting the above, some examples of transactions that are not Eligible Transaction(s) include:</p> <p>(a) those that are not eligible for CashBack (see clause 7.5(b) of Schedule 1 (Terms and Conditions for Accounts and Card Management) to the General Terms and Conditions), including e-wallet top-ups such as transactions conducted via WeChat Pay and Octopus top-ups via Apple Pay; and</p> <p>(b) those transactions that are made at online stores (in any currency or in any location).</p> <p>6. If you have completed all the steps in clause 4 of these terms, then subject to the eligibility requirements set out in clause 7 of these terms, you will receive CashBack at 2% ("Promotion CashBack") on up to HKD10,000 (or equivalent currency) of your Eligible Transaction(s). The Promotion CashBack you can receive is up to HKD200 during the Promotion Period.</p> <p>7. You are eligible to receive the Promotion CashBack only if:</p> <p>(a) you hold a valid Mox Account in your name when Mox attempts to pay you the Promotion CashBack, with that Mox Account not having been suspended or closed by you or Mox or in arrears or default; and</p> <p>(b) you comply with any other requirements that we may specify in connection with the Promotion.</p> <p>8. Neither your participation in the Promotion nor your eligibility to receive the</p>	<p>交易紀錄及按其絕對酌情權而作出最終決定（如有任何差異，Mox 保留最終決定權）。</p> <p>在不受上述條款的限制，不合資格的交易包括：</p> <p>(a) 不合資格享有 CashBack 的交易（詳情請參閱一般條款及細則附表 1（戶口及卡管理條款及細則）的第 7.5(b)條）包括）及電子錢包充值，例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；</p> <p>(b) 於網上店舖(以任何貨幣或任何地區)進行的交易。</p> <p>6. 如你完成本條款第 4 條的步驟，且在符合本條款第 7 條所列資格要求的前提下，你將會獲得該合資格交易最多港幣 10,000 元（或等值的其他貨幣）之 2% CashBack（「推廣 CashBack」）。於推廣期內，你最多可獲得港幣 200 元的推廣 CashBack。</p> <p>7. 你須符合以下條件才可獲得推廣 CashBack:</p> <p>(a) 你必須持有有效並以自己名義開立的 Mox 戶口，且該 Mox 戶口並未被 Mox 或你暫停或關閉，也沒有拖欠或違約；及</p> <p>(b) 你遵守 Mox 提出與本推廣相關的任何其他附加要求。</p> <p>8. 參與本推廣的資格及推廣 CashBack 的資格均不得轉讓或分配給任何其他人，也不</p>
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<p>Promotion CashBack may be transferred or assigned to any other person or exchanged or converted into any other benefit or right.</p> <p>9. Mox reserves the right at any time, without notice or reason and in its sole discretion, to:</p> <p>(a) change, modify, suspend or terminate the Promotion (including the Promotion Period, Promotion CashBack and any rates or monetary caps or limits applicable to this Promotion) or these terms;</p> <p>(b) refuse to offer or pay the Promotion CashBack to you for any reason Mox deems appropriate; and</p> <p>(c) 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>10. If dispute arises in connection with the Promotion, Mox's decision is final.</p> <p>11. To the extent permitted by laws and regulations:</p> <p>(a) Mox and its affiliates and shareholders shall not be responsible for any loss, action, proceeding or claim suffered by you; and</p> <p>(b) you shall release Mox and its affiliates and shareholders from all loss, action, proceeding and claim which may be brought by or against Mox or its affiliates or shareholders,</p> <p>arising from or in connection with your participation in the Promotion (including any decision not to offer or pay you, or your failure to receive the</p>	<p>得交換或轉換為任何其他利益或權利。</p> <p>9. Mox 保留全權酌情決定，而不須另行通知或提供理由隨時：</p> <p>(a) 修訂、更改、暫停或終止本推廣(包括推廣期、推廣 CashBack 及任何適用於本推廣的比率、金額上限或限制)或本條款；</p> <p>(b) 基於任何 Mox 認為適當的理由拒絕向你提供或存入推廣 CashBack；及</p> <p>(c) 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，決定本推廣是否可以與其他任何優惠或推廣一併使用）。</p> <p>任何此等決定均應視為最終決定並對你具有約束力。</p> <p>10. 如就本推廣有任何爭議，Mox 保留最終決定權。</p> <p>11. 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引起的相關損失(包括拒絕向你提供或存入推廣 CashBack 的任何決定，或你未能收取推廣 CashBack):</p> <p>(a) Mox、其個別關聯公司及股東對你遭受的任何損失、法律行動、法律程序及索償不承擔任何責任；及</p> <p>(b) 你須使 Mox、其個別關聯公司及股東免於由 Mox、其個別關聯公司或股東提出或針對 Mox、其個別關聯公司或股東的所有損失、法律行動、法律程序及索償，</p>
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<p>Promotion CashBack) 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>This clause 11 continues after the termination of these terms or the expiry of the Promotion.</p> <p>12. The Promotion does not constitute any offer, invitation or recommendation to any person to enter into any transaction.</p> <p>13. 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>14. A person who is not a party to these terms has no rights to enforce or enjoy the benefit of any of their provisions under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) other than as set out in these terms.</p> <p>15. These terms are governed in all respects by and construed in accordance with the laws of the Hong Kong. The parties submit to the exclusive jurisdiction of the courts of the Hong Kong.</p> <p>16. The English version prevails if there is any inconsistency between the English and Chinese versions of these terms.</p> <p>17. To borrow or not to borrow? Borrow only if you can repay!</p> <p>Last updated: 15 December 2022</p>	<p>惟就直接及純粹因 Mox、其關聯公司或股東的疏忽、欺詐行為或故意失責所引致的合理可預見之損失、法律行動、法律程序及索償除外。</p> <p>本第 11 條在本條款或本推廣終止後繼續有效。</p> <p>12. 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>13. 本推廣或本條款並未視作、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>14. 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>15. 本條款在所有方面均受香港法律的管限及詮釋。雙方得受香港法院的專屬管轄權管轄。</p> <p>16. 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>17. 借定唔借？還得到先好借！</p> <p>最後更新日期：2022 年 12 月 15 日</p>
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