

合同编号：PAB611033【202502】  
Contract No.: PAB611033[202502]  
版本号：25 年 1 版  
Version No.: V1 2025  
启用日期：2025 年 02 月  
Implemented in: February 2025

## 平安银行个人银行结算账户管理协议

### Personal Bank Settlement Account Management Agreement of Ping An Bank

平安银行股份有限公司（地址：中国广东省深圳市罗湖区深南东路 5047 号；联系电话：95511-3；以下简称“甲方”或“平安银行”）与个人银行结算账户的存款人（以下简称“乙方”）在平等自愿的基础上经过协商，一致同意签署本协议并共同遵守。在乙方确认签署本协议之前，乙方已认真阅读本协议。在确信其已完全理解的情况下，乙方通过本人/代理人线下签名或乙方通过线上方式以点击或勾选“我已阅读并同意”“已阅读并同意”“同意”“确认”或其他能够表达乙方同意本协议的按键后，即表示乙方确认其完全同意本协议的全部条款与内容。

The Agreement is signed and jointly followed by Ping An Bank Co., Ltd. (address: No. 5047 Shennan East Road, Luohu District, Shenzhen City, Guangdong Province, China; contact number: 95511-3; hereinafter referred to as “Party A” or “Ping An Bank”) and the depositor of personal bank settlement account (hereinafter referred to as “Party B”) through negotiation on the basis of equality and voluntariness. By signing in person/via an agent offline or by clicking or selecting “I have read and agree,” “Have read and agree,” “Agree,” “Confirm,” or any other button that indicates Party B’s agreement to the Agreement online, Party B confirms that it fully agrees to all terms and contents of this Agreement.

第一条 乙方在甲方开立、使用、变更、注销个人银行结算账户，应遵守《人民币银行结算账户管理办法》《中国人民银行关于改进个人银行账户服务加强账户管理的通知》《中国人民银行关于加强支付结算管理防范电信网络新型违法犯罪有关事项的通知》《中国人民银行关于落实个人银行账户分类管理制度的通知》《银行业存款类金融机构非居民金融账户涉税信息尽职调查细则》《中国人民银行关于改进个人银行账户分类管理有关事项的通知》《中华人民共和国反电信网络诈骗法》《电信网络诈骗及其关联违法犯罪联合惩戒办法》及其后续修订的中华人民共和国法律、法规和中国人民银行、国家金融监督管理总局、国家税务总局及国家外汇管理局的各项法规的规定，同时，还应遵守甲方相关业务的制度规定。

Article 1 It is required to comply with the *Administrative Rules for RMB Bank Settlement Accounts*, *Notice of the People’s Bank of China on Improving Personal Bank Account Services and Strengthening Account Management*, *Notice of the People’s Bank of China on Strengthening Payment and Settlement Management as well as Preventing New Types of Illegal Crimes in Telecommunication Networks*, *Notice of the People’s Bank of China on Implementing the Classification Management System of Personal Bank Accounts*, *Detailed Rules for Due Diligence on Tax-related Information of Non-resident Financial Accounts of Depository Financial Institutions in Banking Industry*, *Notice of the People’s Bank of China on Matters Related to Improving the Classification Management of Personal Bank Accounts*, *Law of the People’s*

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*Republic of China on Combating Telecom and Online Fraud, Joint Punishment Measures for Telecom and Online Fraud and Related Illegal Activities*, and its subsequent amended laws and regulations of the People's Republic of China, as well as various regulations of the People's Bank of China, National Financial Regulatory Administration, State Taxation Administration, and State Administration of Foreign Exchange in the case that Party B opens, uses, changes, or cancels a personal joint deposit account with Party A. Meanwhile, Party B shall also abide by Party A's relevant business systems and regulations.

第二条 乙方自愿在甲方开立个人银行结算账户,或自愿将指定的储蓄账户变更为个人银行结算账户。甲方同意为乙方开立个人银行结算账户,并接受乙方委托提供个人银行结算账户相关服务。个人银行结算账户类型分为 I 类户、II 类户、III 类户三种类型,甲方将根据业务开展需要提供相应账户开立服务。

Article 2 Party B voluntarily opens a personal bank settlement account with the Party A, or voluntarily changes the designated savings account to a personal bank settlement account. Party A agrees to open a personal bank settlement account for Party B and accepts the entrustment of Party B to provide services related to the personal bank settlement account. Personal bank settlement accounts can be divided into three types: Class I, Class II and Class III. Party A shall provide corresponding account opening services according to the needs of business development.

I 类户可以办理现金存取款、购买投资理财产品等金融产品、消费和缴费、转账结算、代收付以及甲方提供的其他金融业务等业务,可以申请借记卡、存折、支票户等介质;II 类户可以办理存款、购买投资理财产品等金融产品、限额消费和缴费、限额向非绑定账户转出资金业务,经甲方柜面、自助设备加以甲方工作人员现场面对面确认身份的,II 类户还可以在限额内办理存取现金、非绑定账户资金转入业务,可以配发实体借记卡;III 类户可以办理限额消费和缴费,限额向非绑定账户转出资金业务,不提供现金存取款服务,不发放实体介质,经甲方柜面、自助设备加以甲方工作人员现场面对面确认身份的,III 类户还可以在限额内办理非绑定账户资金转入业务。具体限额以法律法规、监管政策规定及甲方届时规定为准。

Users of Class I can handle cash deposits and withdrawals, the purchase of investment and financial products, consumption and payments, transfer settlements, collection and payment agency services, and other financial services provided by Party A. They can apply for debit cards, passbooks, check accounts, and other mediums. Users of Class II accounts can handle deposits, the purchase of investment and financial products, limited consumption and payments, and limited fund transfers to unbound accounts. With in-person identity verification by Party A's staff at the counter or through self-service equipment, Users of Class II accounts can also handle limited cash deposits and withdrawals and fund transfers to unbound accounts and are eligible for physical debit cards. Users of Class III accounts can handle limited consumption and payments, and limited fund transfers to unbound accounts, but do not offer cash deposit and withdrawal services or issue physical media. With in-person identity verification by Party A's staff at the counter or through self-service devices, Users of Class III accounts can also handle limited fund transfers to unbound accounts. The specific limit shall be subject to the laws and regulations, regulatory policies, and stipulations of Party A at the time.

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第三条 乙方可通过甲方指定的渠道申请开立 I 类户、II 类户或 III 类户。乙方在甲方开立个人银行结算账户应向甲方出示符合规定的证明文件，如实申报相关信息及接受甲方尽职调查，并接受甲方对开户申请事项及证明文件真实性、完整性和合规性的审查。甲方受理后，乙方应对开户申请内容进行核对确认。乙方可在甲方申请开立的账户类型及数量以法律法规规定及甲方规定为准。

Article 3 Party B may apply for opening a Class I, II or III account through the channel designated by Party A. In the case that Party B intends to open a personal bank settlement account with Party A, it is required to submit the necessary supporting documents to Party A, truthfully declaring its own information and accepting Party A's due diligence. In addition, Party B shall be subject to Party A's review of the application for opening an account and the authenticity, completeness and compliance of the supporting documents. After Party A accepts the application, Party B shall check and confirm the contents of the application. The types and quantities of different accounts that Party B may apply to open in Party A shall be subject to the provisions of laws and regulations and related regulations of Party A.

第四条 乙方承诺所提供的开户资料及税收居民身份声明文件真实、有效，并承担相应的法律责任。军人、武装警察无需提供税收居民身份声明文件。乙方申请开户时预留的手机号码将作为甲方与乙方联系、核实交易、验证身份、维护乙方资金安全的重要方式，乙方应预留其本人实名登记且本人持有的手机号码，并注意做好手机安全防护工作。乙方预留非其本人实名登记手机号码或无法提供合理理由与他人在甲方预留相同手机号码的，甲方有权对乙方所有账户进行暂停非柜面处理，待乙方更新其本人实名登记的手机号码后再恢复使用。如乙方申请资料不真实，或无法如实提供资金来源和用途的说明，或存在法律法规、监管政策规定及甲方规定的拒绝开户情形时，甲方有权拒绝为乙方开户。如乙方冒充他人申请、使用伪造变造身份证件开户等情形，甲方有权拒绝乙方的申请，对于已经开立的个人银行结算账户，甲方有权中止或终止银行账户使用，并依据相关法律法规、监管政策规定及甲方规定办理销户及处理账户资金。

Article 4 Party B promises that the account opening information and tax resident identity declaration documents provided are true and valid, and assumes corresponding legal liability. Military personnel and armed policemen are not required to provide tax resident identity declaration documents. The phone number reserved by Party B when applying for opening an account will be an important way for Party A to contact Party B, verify transactions, verify identity and maintain the security of Party B's funds. Party B shall reserve his/her own phone number registered in his/her real name and held by himself/herself, and pay attention to the safety protection of mobile phones. If Party B reserves a phone number that is not registered in his/her own real name or fails to provide reasonable reasons for the same phone number reserved by others in Party A, Party A has the right to suspend non-counter handling of all accounts of Party B and resume use after Party B updates its phone number registered in his/her own real name. Party A shall have

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**the right to refuse to open an account for Party B in the event that Party B's application materials are untrue, or Party B is unable to provide a truthful explanation of the source and use of funds, or there are any circumstances where Party B is refused the opening of an account as prescribed by laws, regulations, regulatory policies, or the stipulations of Party A. If Party B impersonates others to apply or uses forged or altered identity document to open an account, Party A has the right to refuse Party B's application. For personal bank settlement accounts that have already been opened, Party A has the right to suspend or terminate the accounts, and handle account closure and fund processing in accordance with relevant laws, regulatory policies, and the stipulations of Party A.**

第五条 如由代理人代为办理开户，代理人应保证向甲方提供的申请人和代理人的资料真实、合法、有效、完整，并保证告知申请人相关账户管理协议、税收声明文件、业务功能说明、责任条款等，保证代理人代表了申请人的真实意愿。**16 周岁以下的未成年人应由未成年人的父母或者其他监护人代理开户。**由代理人代为办理开户的，账户设置为“只收不付”，待申请人本人持有效身份证件及对应借记卡到甲方营业网点办理身份确认手续后，账户方可正常使用（16 周岁以下的未成年人，由监护人代理开户的情形除外）。

Article 5 If the agent handles the account opening on behalf of Party B, the agent shall ensure that the information provided to Party A regarding the applicant and the agent is true, legal, valid, and complete, and shall inform the applicant of relevant account management agreements, tax declaration documents, business function descriptions, liability clauses, etc., and ensure that the agent represents the true intentions of the applicant. **Minors under the age of 16 shall open accounts by their parents or other guardians on behalf of them.** If the account is opened by an agent, it will be set to "deposit only, no withdrawal". The account can only be used normally after Party B personally presents a valid identity document and the corresponding debit card at Party A's business branch for identity verification, except in cases where a guardian opens the account on behalf of a minor under the age of 16.

第六条 甲方为乙方开立个人银行结算账户时，将约定个人银行结算账户的非柜面渠道交易限额。具体限额以法律法规、监管政策规定及甲方届时规定为准。

Article 6 When Party A opens a personal bank settlement account for Party B, they will make an agreement on the limit for non-counter channel transactions of the personal bank settlement account. The specific limit shall be subject to the laws and regulations, regulatory policies, and stipulations of Party A at the time.

甲方有权根据业务需要和有关法律法规及监管政策的规定对乙方账户的非柜面渠道交易限额进行调整。

**Party A has the right to adjust the non-counter transaction limit of Party B's account according to business needs and relevant laws, regulations and regulatory policies.**

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第七条 乙方开户后，甲方提供安全工具版个人网上银行、手机银行服务（代理开户除外）。如乙方需要使用该服务，需自行通过甲方官方网站（<http://bank.pingan.com>）进行注册开通或下载平安口袋银行 App 进行注册。乙方如需开通数字证书，或办理网银安全工具相关业务，则需由乙方本人携带有效身份证件及平安银行借记卡，亲临甲方营业网点办理。乙方可将名下凭密码支取的其他个人银行结算账户自行添加为平安银行个人网上银行高级用户签约账户。

Article 7 After Party B opens an account, Party A shall provide personal online banking and mobile banking services of the security tool version (except for the accounts opened by agents). If Party B needs to use the service, Party B shall register on Party A's official website (link: <http://bank.pingan.com>) or download the Ping An Pocket Bank App for registration. If Party B needs to open a digital certificate or handle business related to online banking security tools, it shall bring its valid identity document and the debit card of Ping An Bank in person at Party A's banking offices for handling the business. Party B may add other personal bank settlement accounts under its name that require a password for withdrawal as contracted accounts for Ping An Bank's personal online banking senior users.

第八条 乙方开户后，可通过甲方营业网点、平安口袋银行 APP 开通短信通服务。短信在发送过程中由于手机接收故障或其他非甲方原因造成短信漏发或接收不当引起的后果，甲方不承担相应责任；如果乙方接收的交易金额和银行实际记载的交易金额不一致时，以银行记载的数据为准。如乙方需要对通知内容进行个性化设置或不需要此项服务，可通过甲方官方网站、平安口袋银行 APP 自行设置或取消。

**Article 8 After opening an account, Party B can activate the message service through Party A's banking offices and the Ping An Pocket Bank APP. Party A shall not be liable for the consequences caused by the omission or improper reception of messages due to the failure of reception or other reasons not attributable to Party A when sending messages; If the transaction amount received by Party B is inconsistent with the actual one recorded by the bank, the data recorded by the bank shall prevail. If Party B needs to personalize the notice or does not need this service, it can set or cancel it by itself through Party A's official website and the Ping An Pocket Bank APP.**

第九条 乙方在甲方开立个人银行结算账户，如三年内未发生存现、取现、转账、消费等主动收付交易记录（不含结息、账户管理费、司法扣划等），且账户余额为 10 元（含）以下，甲方有权将乙方账户纳入睡眠户管理，同时将暂停非柜面业务。

Article 9 If Party B opens a bank settlement account with Party A and there are no active transactions such as deposits, withdrawals, transfers, and consumption (excluding interest settlement, account management fees, and judicial deductions) within three years, and the account balance is RMB 10 or less, Party A has the right to classify Party B's account as a dormant account and suspend non-counter business.

第十条 乙方使用个人银行结算账户办理支付结算业务，应遵守支付结算、账户分类、反洗钱、反恐怖融资等相关法律法规及甲方制度规定。办理现金业务，还应遵守中国人民银行及甲方关于现金管理的有关规定。乙方应按甲方的有关规定支付各种结算和服务费用。

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Article 10 Party B shall abide by the relevant laws and regulations on payment and settlement, account classification, anti-money laundering, counter-terrorism financing, etc. as well as the systems and provisions of Party A at the time of using personal bank settlement accounts to handle payment and settlement businesses. Party B shall also comply with the relevant regulations of the People's Bank of China and of cash management of Party A when handling cash business. Party B shall pay various settlement and service fees according to relevant regulations of Party A.

乙方使用个人银行结算账户办理支付结算业务和现金业务时，应与甲方及时核对账务。

Party B shall check the accounts with Party A in a timely manner when using personal bank settlement account to handle payment and settlement business and cash business.

个人银行结算账户在不同甲方渠道的使用规则与方式以甲方与乙方另行签署的服务协议为准。

The rules and methods of using personal bank settlement accounts in different channels of Party A shall be subject to the service agreement separately signed by Party A and Party B.

对于凭签章办理支付结算业务的，乙方应预留签章。乙方遗失或更换签章的，应按甲方有关制度规定，向甲方提供经签名确认的书面申请及个人有效身份证件。

Party B shall reserve the signature for handling payment and settlement business by signature. If Party B loses or changes the signature, it shall provide Party A with a signed written application and valid personal identity document in accordance with relevant regulations of Party A.

第十一条 甲方将加强账户交易活动监测，对开户之日起六个月内无主动发起的资金类交易记录及于甲方柜面签约银行产品的乙方账户，甲方将暂停其非柜面业务。甲方重新核实乙方身份后，可以恢复乙方账户的业务。

Article 11 Party A will strengthen the monitoring of account transactions, and suspend its non-counter business for Party B's account in the case of no records of capital transactions initiated voluntarily within 6 months from the date of opening the account and if bank products have not been signed at Party A's counter. Party A may resume its business after re-verifying the identity of Party B.

第十二条 乙方在甲方开立待激活账户后，如因乙方自身原因导致开户后六个月内未办理账户激活的，甲方有权主动将乙方开立的账户进行销户处理。甲方与乙方约定的特殊账户除外。

Article 12 After Party B opens an account to be activated by Party A, if Party B fails to activate the account within 6 months after opening the account due to his/her own reasons, Party A shall have the right to actively cancel the account opened by Party B. Except for the special account agreed by Party A and Party B.

第十三条 乙方开户时预留信息及税收居民身份发生变更时，应当主动向甲方提出变更申请，并出具相关证明材料，在按照法律法规、监管政策规定及甲方届时规定完成身份验证后，方可办理。如乙方未及时更新的，甲方根据风险管理需要，有权采取适当的管控措施，包括暂停非柜面业务、停止支付与中止业务。因乙方未及时更新个人资料而产生的后果和风险由

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乙方自行承担。

Article 13 In the case of any change in Party B's account opening information and tax resident identity, Party B shall take the initiative to apply to Party A for change and issue relevant certification materials. Such updates can only be processed after the completion of identity verification in accordance with applicable laws, regulations, regulatory guidelines, and current provisions of Party A. If Party B fails to update it in time, Party A shall have the right to take appropriate control measures according to risk management needs, including suspending non-counter business, stopping payment and suspending business. Party B shall bear the consequences and risks arising from his/her failure to update personal data in time.

**第十四条** 乙方开立个人银行结算账户时使用的身份证件过期的, 账户相关业务将受到如下影响:

**Article 14** If the identity document used by Party B expires at the time of opening a personal bank settlement account, the following impacts will be imposed on the account-related services:

1、甲方将在乙方证件过期 30 天后对乙方所有账户停止支付业务 (即只收不付);

**1. Party A will stop the payment business to all accounts of Party B 30 days after the expiration of Party B's identity document (i.e. payee only);**

2、甲方将在乙方证件过期 60 天后对乙方所有账户中止业务 (即不收不付), 除退货退款、应付利息、理财基金赎回等非主动动账业务及还款账户存量资金用于信用卡还款、车贷还款、个贷还款、小企业还款业务, 在证件过期 1 年内不受影响外, 其他账户业务不可办理。

**2. Party A will suspend business (i.e. blocked account) on all accounts of Party B 60 days after the expiration of Party B's identity document. Except for non-active account operations such as return and refund, interest payable and redemption of wealth management fund, and the stock funds in repayment accounts used for credit card repayment, auto loan repayment, personal loan repayment, and small business repayment, other account operations cannot be handled within one year after the expiration of Party B's identity documents.**

3、甲方将在乙方证件过期超过 1 年后对乙方所有账户中止业务 (即不收不付), 除还款账户存量资金用于信用卡还款、车贷还款、个贷还款、小企业还款业务不受影响外, 其他账户业务不可办理。

**3. Party A will suspend business (i.e. blocked account) on all accounts of Party B one year after the expiration of Party B's identity document. Other account activities will be unavailable, except for credit card repayment, car loan repayment, personal loan repayment and small-sized enterprises repayment through the stock funds in repayment account.**

乙方须及时提供甲方要求的身份资料信息, 经甲方重新审核后, 可解除账户的止付控制。

**Party B shall provide the identity information required by Party A in a timely manner, and**

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**after re-examination by Party A, the control over stopping payment of the account may be lifted.**

第十五条 乙方应注意保管自己的账户密码、印鉴、存折、借记卡、存单、身份证件，承认甲方按照约定的取款方式验证相应资料相符后所形成的交易结果。乙方存折、存单或借记卡遗失、被盗，应立即通过甲方电话银行、网上银行、平安口袋银行 APP 或前往甲方就近营业网点办理挂失。甲方受理乙方挂失前乙方相应账户内的存款已被他人支取，甲方不承担相应赔偿责任；乙方通过甲方电话银行、网上银行、平安口袋银行 APP 或在甲方营业网点以口头形式办理挂失的，应当在 5 日内补办书面正式挂失。乙方印鉴挂失按照与存折或借记卡挂失相同的手续办理。乙方账户在挂失情况下，相关账户服务功能可能无法实现，由此给乙方带来不便或造成损失的，乙方自行承担。

Article 15 Party B shall pay attention to keep his/her password, seal, passbook, debit card, deposit certificate and ID card, and acknowledge the transaction result after Party A verifies that the relevant information conforms to the agreed withdrawal method. If Party B's passbook, deposit receipt or debit card is lost or stolen, he/she shall immediately report the loss through Party A's telephone banking, online banking, Ping An Pocket Bank APP or to Party A's nearest banking offices. Before Party A accepts Party B's report of loss, the deposit in Party B's corresponding account has been withdrawn by others, and Party A shall not assume the corresponding liability for compensation. If Party B reports the loss through Party A's telephone banking, online banking, Ping An Pocket Bank APP or verbally at Party A's banking offices, it shall make a formal written report of loss within 5 days. When reporting the loss of seal, Party B shall follow the same procedures as reporting the loss of its passbook or debit card. In case of loss reporting of Party B's account, it is unable for Party B to receive the services of relevant accounts, and any inconvenience or losses caused to Party B shall be borne by himself/herself.

第十六条 乙方个人银行结算账户如被有权机关查询、冻结和扣划的，甲方有权按国家有权机关要求予以协助执行，由此产生的相关损失由乙方自行承担。

Article 16 If Party B's personal bank settlement account is queried, blocked or deducted by the competent authorities, Party A shall have the right to assist the execution as required by the competent authorities, and Party B shall bear the relevant losses arising therefrom.

第十七条 乙方注销在甲方开立的个人银行结算账户，应与甲方核对账户余额，交回各种重要空白票据及结算凭证、取消理财服务功能。乙方办理销户因故未交回各种重要空白票据及结算凭证的，应出具书面证明并承担由此造成的损失责任。在乙方个人银行结算账户下无有效签约资金类产品、无绑定账户时，甲方为乙方注销个人银行结算账户。

Article 17 Party B shall check the account balance with Party A, return all important blank bills and payment vouchers, and cancel the financial service function when canceling the personal bank settlement account opened in Party A. If Party B fails to return all kinds of important blank bills and settlement vouchers for some reason during the account cancellation, it shall issue a written certificate and bear losses caused thereby. If there are no valid contracted capital products or bound accounts under Party B's personal bank settlement account, Party A shall cancel Party B's personal bank settlement account.



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**第十八条** 乙方不得利用个人银行结算账户进行偷逃税款、逃废债务、套取现金、洗钱、恐怖融资及其他违法犯罪活动。为了履行反洗钱、反恐怖融资方面的法定义务,甲方会将乙方的证件号码通过接口方式传输给中国司法大数据研究院有限公司(联系方式:400-600-1099,该联系方式通过公开渠道查得,请注意后续可能发生变更),仅用于查询乙方是否为国家司法、执法和监察机关调查、发布的涉嫌洗钱或者恐怖融资及相关犯罪人员。如乙方存在监管机关规定或甲方认定的风险特征时,甲方有权对乙方账户采取管控措施,包括但不限于临时管控、限制交易额度和频次、关闭网银、停止付款、暂停非柜面、销户等,同时,乙方有义务积极协助甲方识别和处理相关风险。甲方如有合理理由怀疑乙方涉嫌洗钱、恐怖融资、国际制裁及出借借记卡等违法犯罪行为时,甲方有权对乙方采取核实交易情况、重新核验身份、延迟支付结算、限制、中止有关业务或终止服务相关措施。

**Article 18** Party B shall refrain from utilizing personal bank settlement accounts for illegal and criminal activities such as tax evasion, debt evasion, illicit cash withdraw, money laundering, and terrorist financing. In order to fulfill the legal obligations of anti-money laundering and combating terrorist financing, Party A will transmit Party B's ID number to China Justice Big Data Institute Limited Company through the interface (Tel.: 400-600-1099, which is publicly available. Please note that it may change subsequently), only for inquiring whether Party B is the criminal suspected of money laundering or terrorist financing and related crimes investigated and issued by national judicial, law enforcement and supervisory organs. If Party B has risk characteristics specified by regulatory authorities or determined by Party A, Party A has the right to take control measures on Party B's account, including but not limited to temporary control, limit the amount and frequency of transactions, close online banking, stop payment, suspend non-counter business and account cancellation, etc. Meanwhile, Party B is obliged to actively assist Party A in identifying and dealing with relevant risks. If Party A reasonably suspects that Party B is potentially involved in money laundering, terrorist financing, international sanctions, debit card lending, or any other illegal and criminal activities, Party A reserves the right to take appropriate measures against Party B, including verifying transaction information, re-verifying identity, delaying payment and settlement, restricting or suspending relevant business or terminating services.

**第十九条** 乙方不得出租、出借、出售个人银行结算账户和 Ukey 数字证书等安全认证工具,并充分了解并清楚知晓出租、出借、出售、购买账户的相关法律责任和惩戒措施,承诺依法依规开立和使用本人账户。

**Article 19** Party B shall not rent, lend or sell personal bank settlement accounts, Ukey digital certificates, dynamic tokens and other security authentication tools. Party B shall fully understand and clearly know the relevant legal responsibilities and disciplinary measures for above-mentioned acts, and shall undertake to open and use its own accounts in accordance with laws and regulations.

《中华人民共和国反电信网络诈骗法》施行前,如乙方经设区的市级以上公安机关认定为出租、出借、出售、购买个人银行结算账户(含银行卡)或者支付账户的个人及相关组织者,或假冒他人身份或者虚构代理关系开立银行账户或者支付账户的个人,甲方依规将在 5 年内暂停乙方账户非柜面业务所有业务,并拒绝为乙方新开立账户。《中华人民共和国反

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电信网络诈骗法》施行后，如乙方因实施电信网络诈骗及其关联违法犯罪被追究刑事责任，甲方依规将在 3 年内对乙方存量银行账户及新开立银行账户限制非柜面出金功能（存量银行账户与甲方既有协议约定的代扣代缴税款、社保、水电煤气费等基本生活保障的款项除外），如乙方经设区的市级以上公安机关认定为具有《电信网络诈骗及其关联违法犯罪联合惩戒办法》规定行为的个人或相关组织者，或虽未达到《电信网络诈骗及其关联违法犯罪联合惩戒办法》规定的相应数量标准，但造成较大影响、经省级以上公安机关审核认定被列为惩戒对象的，甲方依规将在 2 年内对乙方存量银行账户及新开立银行账户限制非柜面出金功能（存量银行账户与甲方既有协议约定的代扣代缴税款、社保、水电煤气费等基本生活保障的款项除外）。

**Before the implementation of the Anti-Telecom and Online Fraud Law of the People's Republic of China, if Party B is identified by the public security organs of a city divided into districts or above the level as an individual or related organizer who leases, lends, sells, or purchases personal bank settlement accounts (including bank cards) or payment accounts, or an individual who opens bank accounts or payment accounts under the identity of others, Party A will suspend all non-counter business of Party B's account within five years according to regulations and refuse to open new accounts for Party B. After the implementation of Anti-Telecom and Online Fraud Law of the People's Republic of China, if Party B is investigated for criminal responsibility due to telecom and online fraud and related illegal crimes, Party A will restrict non-counter withdrawal from Party B's existing bank accounts and newly opened bank accounts within three years according to regulations, except for the funds for basic living guarantee such as withholding taxes, social security, utilities and gas fees agreed between the existing bank accounts and Party A; If Party B is identified by the public security organ of a city divided into districts or above the level as an individual or related organizer with one of the following acts, or has one of the following situations, although it does not meet the quantitative standard, but causes a great impact and is listed as a disciplinary object after being reviewed and approved by the public security organ at or above the provincial level, Party A will restrict the non-counter withdrawal function for Party B's existing bank accounts and newly opened bank accounts within two years according to regulations, except for the funds for basic living guarantee such as withholding taxes, social security, utilities and gas fees agreed between the existing bank accounts and Party A.**

乙方存在上述违法行为且涉嫌构成诈骗罪、帮助信息网络犯罪活动罪、洗钱罪等，有权机关将根据《中华人民共和国刑法》追究刑事责任；尚不构成犯罪的根据《中华人民共和国反电信网络诈骗法》追究行政责任；除依法承担刑事责任、行政责任以外，造成他人损害的，依照《中华人民共和国民法典》等法律的规定承担民事责任。

**If Party B be found to have engaged in the aforementioned unlawful acts and be suspected of being involved in crimes such as fraud, assisting in information network criminal activities, money laundering, the competent authorities will, in accordance with the Criminal Law of the People's Republic of China, pursue criminal responsibility. If the acts do not amount to a criminal offense, administrative responsibility will be pursued under the Anti-Telecom and Online Fraud Law of the People's Republic of China. Beyond the criminal and**

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**administrative responsibilities, should such acts result in harm to others, Party B shall, in accordance with the provisions of the Civil Code of the People's Republic of China and relevant laws, pursue civil responsibility.**

**第二十条 乙方应本人使用账户、使用复杂的交易密码及可靠的安全工具、不向他人泄露交易密码及相关信息。**

**Article 20 Party B shall use the account in person with complex transaction passwords and reliable security tools, refraining from disclosing the transaction password and relevant information to others.**

**第二十一条 基本业务功能系甲方为向乙方提供产品与服务所必需，或是为防范风险、保障安全、实现合规所必要的业务功能。在获得乙方的授权同意后，乙方的如下信息甲方将委托平安科技（深圳）股份有限公司（以下简称“平安科技”，联系邮箱：pub\_pakjxxsd@pingan.com.cn）存储在其专有平台，并要求其按照甲方要求的处理范围和具体指令以及其他任何相关的保密和安全措施进行委托处理，由平安科技负责提供信息安全保障并严格保密。就此甲方会与平安科技签署严格的数据委托处理合同以及保密协议，甲方会要求平安科技以不低于甲方的安全水准使用和存储乙方的个人信息，并要求平安科技承诺尽到信息安全保护义务。如乙方拒绝提供如下所列信息或拒绝将该等信息提供给平安科技，乙方可能无法使用相应的基本业务功能，并且甲方将难以为乙方提供安全的、统一的服务。具体而言，甲方的基本业务功能包括：**

**Article 21 The basic business functions are those deemed essential for Party A to provide products and services to Party B or to prevent risks, ensure safety and achieve compliance. After obtaining the authorization and consent of Party B, Party A shall entrust Ping An Technology (Shenzhen) Co., LTD. (hereinafter referred to as "Ping An Technology", Email: pub\_pakjxxsd@pingan.com.cn) stored the information listed below in its proprietary platform, and require it to entrust processing in accordance with the processing scope and specific instructions required by Party A and any other relevant confidentiality and safety precautions, and Ping An Technology is responsible for providing information security and strict confidentiality. In this regard, Party A will sign a strict data processing contract and confidentiality agreement with Ping An Technology, and Party A will require Ping An Technology to use and store Party B's personal information at a security level no lower than that of Party A, and require Ping An Technology to fulfill its information security assurance obligations. If Party B refuses to provide the information listed below or refuses to provide such information to Ping An Technology, Party B may not be able to use the corresponding basic business functions, and Party A will be unable to provide secure and unified services to Party B. Specifically, the basic business functions of Party A include:**

**1、统一账户管理服务：乙方同意并授权甲方收集和使用乙方的姓名、证件类型、证件号码、证件生效日期、证件到期日期、证件签发机构、性别、出生日期、国籍、职业、手机号码、固定电话、详细地址、身份证明文件（复印件或影印件或影像）、签证类型（如有）、签证有效期开始日（如有）、签证有效期截止日（如有）、入境日期（如有）、离境日期（如有）、境外经常居住地址（如有），用于甲方生成统一的账号管理，根据个人银行结算账**

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户的账户类型，以便甲方向乙方提供乙方要求的个人银行结算账户现金存取款、转账、购买投资理财产品、消费缴费、转账结算、代收付以及其他个人银行结算账户服务。

Unified account management service: Party B agrees and authorizes Party A to collect and use Party B's **name, certificate type, certificate number, effective date of the certificate, expiration date of the certificate, certificate issuing organization, gender, date of birth, nationality, occupation, mobile phone number, fixed telephone number, detailed address, identity document (copy or photocopy or image), visa type (if any), start date of visa validity period (if any), expiration date of visa validity period (if any), entry date (if any), departure date (if any) and overseas regular residence address (if any)**, thus realizing unified account management and facilitating Party A's provision of cash deposit and withdrawal, transfer, purchase of financial products, payment, transfer settlement, collection and payment agency services and other services for Party B's personal bank settlement account as requested based on the account type.

2、统一客户服务与消费者保护：乙方同意并授权甲方收集和**使用乙方的姓名、证件类型、证件号码、证件生效日期、证件到期日期、证件签发机构、性别、出生日期、国籍、职业、手机号码、固定电话、详细地址、个人银行账户账号、个人银行借记卡卡号、平安银行客户号及会员号、本协议项下个人信息的授权结果、签证类型（如有）、签证有效期开始日（如有）、签证有效期截止日（如有）、入境日期（如有）、离境日期（如有）、境外经常居住地址（如有）**，用于为乙方提供业务咨询、问题处理、客户投诉的客服功能，以便妥善处理乙方的反馈、保障乙方的消费者权益。

2. Unified customer service and consumer protection: Party B agrees and authorizes Party A to collect and use Party B's **name, certificate type, certificate number, effective date of the certificate, expiration date of the certificate, certificate issuing organization, gender, date of birth, nationality, occupation, mobile phone number, fixed-line telephone number, detailed address, personal bank account number, personal debit card number, customer number and member number of Ping An Bank, authorization results of personal information under this Agreement, visa type (if any), start date of visa validity period (if any), expiration date of visa validity period (if any), entry date (if any), departure date (if any) and overseas regular residence address (if any)**. This allows Party A to provide customer services such as business consultations, issue resolutions, and handling customer complaints, ensuring effective feedback mechanisms and protecting the consumer rights of Party B.

3、法定义务：乙方同意并授权甲方收集和**使用乙方的姓名、证件类型、证件号码、证件生效日期、证件到期日期、证件签发机构、性别、出生日期、国籍、职业、手机号码、固定电话、详细地址、交易信息、身份证明文件（复印件或影印件或影像）、个人银行账户账号、个人银行借记卡卡号、签证类型（如有）、签证有效期开始日（如有）、签证有效期截止日（如有）、入境日期（如有）、离境日期（如有）、境外经常居住地址（如有）**，以履行甲方在反洗钱、反恐怖融资、反逃税、反电诈、监管报送方面的法定义务。

3. Legal obligations: Party B agrees and authorizes Party A to collect and use Party B's **personal name, certificate type, certificate number, effective date of the certificate, expiration date of the certificate, certificate issuing organization, gender, date of birth, nationality, occupation,**

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**mobile phone number, fixed-line telephone number, detailed address, transaction information, identity document (copy or photocopy or image), personal bank account number, personal bank debit card number, visa type (if any), the start date of visa validity period (if any), expiration date of visa validity period (if any), entry date (if any), departure date (if any), and overseas regular residence address (if any),** thus fulfilling Party A's legal obligations in anti-money laundering, anti-terrorist financing, anti-tax evasion, anti-telecom fraud and regulatory reporting.

第二十二條 乙方同意并授权甲方收集和使用乙方的姓名、证件类型、证件号码、证件生效日期、证件到期日期、证件签发机构、性别、出生日期、国籍、职业、手机号码、固定电话、详细地址、交易信息、身份证明文件（复印件或影印件或影像）、签证类型（如有）、签证有效期开始日（如有）、签证有效期截止日（如有）、入境日期（如有）、离境日期（如有）、境外经常居住地址（如有），以实现甲方在风险防控、防范欺诈、合规内控等方面的要求，从而在安全的前提下为乙方提供产品与服务。

Article 22 Party B agrees and authorizes Party A to collect and use Party B's **name, certificate type, certificate number, effective date of the certificate, expiration date of the certificate, certificate issuing organization, gender, date of birth, nationality, occupation, mobile phone number, landline telephone number, detailed address, transaction information, identity document (copy or photocopy or image), visa type (if any), start date of visa validity period (if any), expiration date of visa validity period (if any), entry date (if any), departure date (if any) and overseas regular residence address (if any),** thus meeting Party A's requirements in risk prevention and control, fraud prevention, compliance and internal control, etc., and providing Party B with products and services on the premise of safety.

第二十三條 根据《非居民金融账户涉税信息尽职调查管理办法》等法律法规以及中国与境外国家签订的信息交换政府间协议，乙方承诺将如实向甲方申报其是否为非居民（含美国税收居民），并在符合前述条件的情况下授权甲方收集和使用乙方提供的**税收身份信息（包括：姓名、性别、国籍、税收居民国现居地址、税收居民国（地区）、居民国（地区）纳税人识别号、出生地、出生日期、账户余额、账户收益）**，以履行甲方的信息收集和报送义务。如前述税收居民身份发生变更，乙方应在 30 日内通知甲方。

Article 23 Party B commits to faithfully declaring to Party A its status as a non-resident (inclusive of being a US tax resident) pursuant to the *Management Measures for the Due Diligence Investigation of Tax-Related Information of Non-resident Financial Accounts* and other relevant laws and regulations, as well as the intergovernmental agreements signed between China and foreign countries regarding information exchange. Furthermore, in the event that the aforementioned conditions are satisfied, Party B authorize Party A to collect and use the **tax identity information provided by Party B (including: name, gender, nationality, current address in the country of tax residence, country (region) of tax residence, taxpayer identification number in the country (region) of residence, place of birth, date of birth, account balance, account income),** to fulfill Party A's information collection and submission obligations. If the aforesaid tax identity information changes, Party B shall notify Party A within 30 days.

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第二十四条 甲方依法为本协议项下收集的乙方信息保密，并使用各种安全技术以保障乙方信息的安全，防止信息丢失、不当使用、未经授权阅览或披露。除法律、法规另有规定外，甲方有权拒绝任何单位或个人对乙方个人结算账户的查询。

Article 24 Party A shall keep Party B's information collected under this Agreement according to law, and use various security technologies to ensure the safety of Party B's information and prevent information loss, improper use, unauthorized reading or disclosure. Party A has the right to refuse any organization or individual to inquire about Party B's personal bank settlement account unless otherwise stipulated by laws and regulations.

第二十五条 当乙方通过甲方营业网点柜面渠道申请开立 II 类户或 III 类户时，甲方需要收集和使用乙方的姓名、居民身份证号码、手机号码、绑定账户账号（卡号），用于身份验证及核实拟绑定账户是否属于乙方本人的 I 类户或信用卡账户。并且甲方会根据乙方的授权将该等信息采用加密传输方式通过中国银联股份有限公司（以下简称“中国银联”，联系方式：95516）提供给拟绑定账户的开户行（该开户行的具体名称与联系方式可通过乙方自主绑定的开户行官网进行查询），拟绑定账户的开户行将前述个人信息用于一致性比对，再采用加密传输方式通过中国银联向甲方返回核验结果。涉及到前述第三方机构向乙方收集个人信息的，建议乙方通过中国银联云闪付 APP、拟绑定账户的开户行官网或官方 APP 仔细查看其向乙方提供的隐私政策或相关用户协议的约定，以进一步了解前述第三方机构关于个人信息处理相关的内容。

Article 25 When Party B applies for opening a Class II or Class III account through the counter channel of Party A's business branch, Party A needs to collect and use Party B's **name, resident ID card number, mobile phone number, and bound account number (card number)** for identity authentication and verification whether the bank card to be bound belongs to Party B's Class I account or credit card. In addition, Party A will provide such information to the opening bank to be bound with account through **China UnionPay Co., Ltd. (hereinafter referred to as "China UnionPay", Tel.: 95516) by encrypted transmission according to Party B's authorization (the specific name and contact information of the opening bank to be bound with account can be inquired through the official website of the bank of account independently bound by Party B)**, and the opening bank to be bound with account will use the aforesaid personal information for consistency comparison. Then the verification results shall be returned to Party A through China UnionPay in an encrypted transmission mode. If the aforementioned third-party institutions collect personal information from Party B, it is suggested that Party B carefully check the privacy policy or relevant user agreements provided by it to Party B through China UnionPay Cloud Flash Payment APP, the official website or the official APP of the opening bank to be bound with account, so as to further understand the contents related to personal information processing by the aforementioned third-party institutions.

如乙方拒绝向甲方提供本条所列信息或拒绝将信息提供给相应第三方机构，乙方可能无法开立相应账户，但不影响乙方在甲方办理其他业务。

If Party B refuses to provide Party A with the information listed in this article or refuses to provide the information to the corresponding third-party institutions, it may be unable for Party B to open a corresponding account, but it will not affect Party B's other businesses at Party A.

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## 第二十六条 保护未成年人的信息

### Article 26 Protection of Minors' Information

1、甲方将根据国家相关法律法规的规定保护未成年人信息的保密性及安全性。如乙方为未成年人，建议请乙方的父母或其他监护人阅读本协议，并在征得乙方父母或其他监护人同意的前提下使用甲方的服务或向甲方提供乙方的信息。对于经父母或其他监护人同意而收集乙方的信息的情况，甲方只会在法律的允许、父母或其他监护人明确同意或者保护乙方的权益所必要的情况下使用或公开披露此信息。如乙方的监护人不同意乙方按照本协议使用甲方的服务或向甲方提供信息，请乙方立即终止使用甲方的服务并及时通知甲方，以便甲方采取相应的措施。

1. Party A will protect the confidentiality and security of minors' information in accordance with relevant national laws and regulations. **If Party B is a minor, it is recommended that Party B's parents or other guardians read this Agreement and that Party B use Party A's services or provide Party B's information to Party A with the consent of its parents or other guardians.** Where Party B's information is collected with the consent of parents or other guardians, Party A will only use or publicly disclose such information as permitted by law, with the explicit consent of parents or other guardians, or as necessary to protect Party B's rights and interests. **If Party B's guardians do not approve Party B's use of Party A's services or provision of information to Party A in accordance with this Agreement, Party B shall immediately terminate the use of Party A's Services and notify Party A in time so that Party A can take appropriate measures.**

2、乙方为未成年人且由乙方的父母或其他监护人代理乙方办理个人银行结算账户申请和办理进度查询服务时，甲方将收集乙方办理该等业务时的业务申请日期、借记卡等级、账户类型、领卡方式、领卡人姓名、领卡人手机、邮寄地址，用于向乙方的父母或其他监护人展示乙方个人账户办理记录页。

2. When Party B is a minor and his/her parents or other guardians handle personal bank settlement account application and processing progress inquiry services on behalf of Party B, Party A will collect the business application date, debit card grade, account type, card obtaining method, name of card holder, phone number of card holder and mailing address of Party B when handling such business. It is used to show Party B's personal account processing record page to Party B's parents or other guardians.

3、特别提示：如乙方为14 周岁以下的儿童，甲方将取得乙方的父母或者其他监护人的同意。对于经父母或者其他监护人同意而使用乙方的信息的情况，甲方除遵守本协议关于乙方个人信息的约定外，还会秉持正当必要、知情同意、目的明确、安全保证、依法利用的原则，严格遵循《儿童个人信息网络保护规定》等法律法规的要求进行存储、使用、披露，且不会超过现实收集、使用目的所必须的期限，到期后甲方会对儿童个人信息进行删除或匿名化处理。如乙方的监护人不同意乙方按照本协议使用甲方的服务或向甲方提供信息，请乙方立即终止使用甲方的服务并及时通知甲方，以便甲方采取相应的措施。

3. Special note: If Party B is a child under the age of 14, Party A will obtain the consent of Party B's parents or other guardians. For the use of Party B's personal information with the consent of parents or other guardians, Party A shall not only abide by the agreement on

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**Party B's personal information in the Agreement, but also store, use and disclose the information in strict accordance with the requirements of relevant laws and regulations like *Regulations on the Protection of Children's Online Personal Information* based on the principles of legitimacy and necessity, informed consent, clear purpose, security assurance and legal use. Party A shall not exceed the time limit necessary for the actual collection and use purposes. After the expiration, Party A will delete or anonymize children's personal information. If Party B's guardians do not approve Party B's use of Party A's services or provision of information to Party A in accordance with this Agreement, Party B shall immediately terminate the use of Party A's Services and notify Party A in time so that Party A can take appropriate measures.**

4、当乙方的父母或监护人对所监护的未成年人的信息处理存在疑问时，请通过下文中的联系方式联系甲方。

4. If Party B's parents or guardians have any questions about the information processing of Party B, it is recommended to contact Party A through the following contact information.

**第二十七条 根据相关法律法规及国家标准，在以下情形中，甲方可能会依法收集并使用乙方的个人信息无需征得乙方的授权同意：1、与国家安全、国防安全有关的；2、为应对突发公共卫生事件，或者紧急情况下为保护自然人的生命健康和财产安全所必需；3、与犯罪侦查、起诉、审判和判决执行等有关的；4、出于维护乙方或他人的生命安全等重大合法权益但又很难得到乙方本人同意的；5、所收集的个人信息是乙方自行向社会公众公开的；6、为公共利益实施新闻报道、舆论监督等行为，在合理的范围内处理个人信息；7、用于维护服务的安全和合规所必需的，例如发现、处置产品和服务的故障；8、法律法规规定的其他情形。**

**Article 27 According to relevant laws, regulations and national standards, Party A may collect and use Party B's personal information according to law without obtaining Party B's authorization or consent under the following circumstances: 1. Instances pertaining to national security and national defense security; 2. Circumstances requiring an immediate response to public health emergencies or the protection of natural persons' lives, health, and property in emergency situations; 3. Matters related to criminal investigation, prosecution, trial and execution of judgments; 4. Circumstances out of safeguarding the life safety and other major legitimate rights and interests of Party B or others, wherein it is difficult to obtain Party B's consent; 5. Instances where the collected personal information is disclosed by Party B to the public on its own; 6. Instance of processing personal information within reasonable limits for public interest purposes, such as news reporting and public opinion oversight; 7. Necessary measures to maintain the security and compliance of services, such as discovering and handling faults in products and services; 8. Other circumstances stipulated by laws and regulations.**

**第二十八条 在乙方注销个人银行结算存款账户时，甲方将停止收集乙方相关的个人信息。根据《中华人民共和国反洗钱法》的相关规定，甲方将保存乙方的身份资料自注销账户当年计起至少十年、银行账户交易记录自交易记账当年计起至少十年。超出前述必要期限后，甲**



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方将对乙方的相关资料进行删除或匿名化处理，但法律法规及监管政策另有规定的除外；本协议项下的第三方机构仅在为实现处理目的所必需的最短时间内存储乙方的个人信息，存储期限届满后，第三方机构会对乙方的个人信息进行删除或匿名化处理，除非法律法规对此另有明确规定。

Article 28 Party A will cease collecting relevant personal information of Party B upon cancellation of Party B's personal bank settlement account. According to the relevant provisions of the Anti-money Laundering Law of the People's Republic of China, Party B's identity data shall be preserved by Party A at least 10 years from the year account is cancelled and bank account transaction records shall be kept at least 10 years from the year transaction is bookkept. Party A will proceed to delete or anonymize Party B's relevant information after the aforementioned period, except as otherwise provided by laws, regulations and regulatory policies; The third-party organizations involved hereunder shall only store Party B's personal information for the shortest time necessary to achieve the processing purpose. The third-party organization will delete or anonymize Party B's personal information after the expiration of the storage period, unless otherwise explicitly stipulated by laws and regulations.

第二十九条 存款保险又称存款保障，是指国家通过立法的形式，对公众的存款提供明确的法律保障，促进银行业健康发展。甲方吸收的本外币存款依照《存款保险条例》受到保护。Article 29 Deposit insurance, also known as deposit guarantee, refers to the state's enactment of legislation to offer unequivocal legal safeguards for public deposits, thereby fostering the healthy development of the banking industry. The local and foreign currency deposits absorbed by Party A are protected under the *Deposit Insurance Regulations*.

第三十条 个人活期储蓄账户及个人定期储蓄账户仅限于办理现金存取业务，不能办理转账结算业务，可开立存折、存单，其他规定遵照本协议执行。

Article 30 Personal current savings accounts and personal fixed savings accounts are limited to cash deposit and withdrawal business, and cannot be used to handle transfer and settlement business. They can be used to open passbook and deposit certificate. Other provisions shall be governed by this Agreement.

第三十一条 甲方设立了个人信息保护小组和个人信息保护负责人，如乙方对本协议存在任何意见或建议，乙方可通过投诉电话（95511-3-8）、95511-2-8（信用卡）、投诉电子邮箱（callcenter@pingan.com.cn）、官方网站（http://bank.pingan.com）“智能客服”、平安口袋银行移动端（个人）“在线客服”、或甲方各营业网点进行咨询和反馈。甲方受理乙方的问题后，将在 15 日内核实并为乙方提供解决方案。

**Article 31 Party A has set up a Personal Information Protection Team and the person in charge of personal information protection. If Party B have any comments or suggestions on this Agreement, Party B can consult or provide feedback through the customer service hotline (95511-3-8), 95511-2-8(for credit card), complaint email address (callcenter@pingan.com.cn), the official website (http://bank.pingan.com)'s “Online Customer Service”, the Ping An Pocket Bank APP's “Online Customer Service”, or at any**

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**banking office of Ping An Bank. After accepting Party B's questions, Party A will verify and provide solutions to them within 15 days.**

为保障安全，甲方视情形需要先验证乙方的身份和凭证资料，验证通过后将在三个工作日内触达乙方，一般情形下最长将在不超过 15 天或法律法规规定期限内作出答复。另外，乙方可以通过前述渠道进行查询、复制、更正、补充、删除本协议项下涉及的个人信息的撤回本协议项下的授权。当乙方通过前述渠道申请撤回授权，甲方将不再处理乙方的相关信息并会根据法律法规的要求进行相应的信息删除处理。但乙方需要了解：撤回授权不影响撤回前基于乙方的同意已进行的个人信息处理活动的效力，但会因撤回后甲方不能继续处理乙方的个人信息而可能导致甲方无法为乙方办理个人银行结算账户业务审查审批、存续期管理、客户服务或需要注销乙方个人名下所有个人银行结算账户的情况，以至于乙方无法继续办理或使用本协议项下相关服务，请乙方慎重考虑。也请乙方理解，根据法律法规的要求及不同信息的技术条件需要，甲方可能无法立即从系统中完全删除您所希望删除的相应信息，在此之前，甲方将根据法律法规要求对相应信息仅进行存储并采取必要的安全保护措施方面的处理。

**To ensure security, Party A may, as circumstances require, first verify the identity and credentials of Party B. Following successful verification, Party A will contact Party B within three working days. Under normal circumstances, Party A will respond within 15 days or the time frame prescribed by laws and regulations. Additionally, Party B may, through the aforementioned channels, inquire, duplicate, correct, supplement, or delete personal information related to this agreement, or withdraw the authorization granted under this agreement. When Party B applies to withdraw authorization through the aforementioned channels, Party A will cease processing Party B's information and, in accordance with legal requirements, carry out the corresponding information deletion procedures. However, Party B should understand that withdrawing authorization does not affect the validity of personal information processing activities conducted prior to withdrawal based on Party B's consent. However, after withdrawal, Party A may not be able to continue handling Party B's personal information, potentially leading to Party A's inability to conduct personal bank settlement account business reviews, approvals, ongoing management, customer service, or the need to cancel all personal bank settlement account of Party B, thus preventing Party B from continuing to use or access the services under this agreement. Please consider this carefully. Also, please understand that, in accordance with legal requirements and the technical conditions of different information, Party A may not be able to immediately and completely delete the corresponding information that Party B wish to delete from the system. Prior to this, Party A will, in accordance with legal requirements, only store the corresponding information and take necessary measures for security protection.**

第三十二条 若甲方与乙方就本协议发生任何纠纷或争议，首先应友好协商解决；协商不成的，乙方同意将纠纷或争议提交被告住所地有管辖权的人民法院管辖。在诉讼期间，本协议不涉及争议部分的条款仍须履行。本协议的成立、生效、履行、解释及纠纷解决，适用中华人民共和国法律（除香港、澳门、台湾地区法律）。

Article 32 In case of any dispute or controversy between Party A and Party B regarding this

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**Agreement, it shall first be settled through friendly negotiation; if it fails, Party B agrees to submit the dispute or controversy to the People's Court with jurisdiction in the place where the defendant is domiciled. During the lawsuit, the provisions of this Agreement that do not involve the disputed portion shall remain in effect. The conclusion, effectiveness, performance, interpretation and dispute settlement of the Agreement shall be governed by the laws of the People's Republic of China (except for the laws of China's Hong Kong Special Administrative Region, China's Macao Special Administrative Region and China's Taiwan Region).**

第三十三条 乙方已理解并确认本协议中有关免除、限制甲方责任的条款，对本协议条款的含义及相应的法律后果已全部知晓并充分理解，愿意遵守其全部内容。

**Article 33 Party B has understood and confirmed the terms in this Agreement that exempt or restrict Party A's responsibilities. Meanwhile, Party B has fully known and understood the meaning of the clauses in this Agreement and the corresponding legal consequences, and is willing to abide by all their contents.**

第三十四条 基于业务功能、使用规则、联络方式、保存地域变更或法律法规及监管要求，甲方可能会适时对本协议进行修订。如本协议发生变更，甲方将通过平安银行官网/网上银行/平安口袋银行 APP 等电子渠道推送通知、发送邮件/短信/信函、拨打电话或在甲方营业网点等官方渠道发布公告的方式来通知乙方。乙方收到通知后若对本协议的修订有异议而决定不再使用所开立账户的，有权向甲方申请注销账户并终止相关服务；乙方收到通知后未作销户并在本协议修订后继续使用相关服务，这表示乙方已充分阅读、理解并接受修订后的本协议并愿意受修订后的本协议约束。

**Article 34 Based on changes in business functions, usage rules, contact methods, storage locations, or per legal, regulatory, and supervisory requirements, Party A may, in due course, revise this Agreement. In case of any change to this Agreement, Party A shall notify Party B through electronic channels such as Ping An Bank's official website, online banking and Ping An Pocket Bank APP, sending emails/short messages/letters, making phone calls or issuing announcements through Party A's official channels such as Party A's business branch. After receiving the notice, if Party B has objections to the amendment of this Agreement and decides not to use the opened account, it has the right to apply to Party A for cancellation of the account and termination of relevant services; If Party B fails to cancel the account after receiving the notice from Party A and continues to use the relevant services after this Agreement is amended, it means that Party B has fully read, understood and accepted this Agreement as amended and is willing to be bound by this Agreement as amended.**

（英文版仅供参考，如发生争议或本协议中英文版本之间存在不一致，应以中文版为准）

（The English version is for reference only. In case of any dispute or inconsistency between the Chinese and English versions of this agreement, the Chinese version shall prevail.）