

# 个人银行结算账户管理协议

## Personal Bank Settlement Account Management Agreement

为保证合法、规范使用个人银行结算账户，根据中国人民银行《人民币银行结算账户管理办法》及相关法律、法规的规定，桂林银行股份有限公司（以下简称“乙方”）和客户（以下简称“甲方”）在平等自愿的基础上，签订个人银行结算账户管理协议（以下简称“本协议”）并共同遵守。

In order to ensure the legal and standardized use of personal bank settlement accounts, Guilin Bank Co., Ltd. (hereinafter referred to as "Party B") and the Customer (hereinafter referred to as "Party A"), on an equal and voluntary basis, in accordance with the Administrative Measures for RMB Bank Settlement Accounts issued by the People's Bank of China and relevant laws and regulations, sign the Personal Bank Settlement Account Management Agreement (hereinafter referred to as the "Agreement") and jointly abide by it.

第一条 甲方自愿在乙方开立人民币个人银行结算账户，或自愿将本人已在乙方开立的人民币活期储蓄账户转为个人银行结算账户。乙方同意为甲方开立个人银行结算账户，并为甲方提供个人银行结算账户服务。

Article 1: Party A voluntarily opens a RMB personal bank settlement account with Party B, or voluntarily converts the RMB current savings account opened by Party A with Party B into a personal bank settlement account. Party B agrees to open a personal bank settlement account for Party A and provide Party A with personal bank settlement account services.

第二条 甲乙双方共同承诺，双方按照《人民币银行结算账户管理办法》及相关法律、法规的规定，办理个人银行结算账户的开立、使用、变更和撤销。

Article 2: Party A and Party B jointly undertake that they shall handle the opening, use, alteration and cancellation of their personal bank settlement accounts in accordance with the Administrative Measures for RMB Bank Settlement Accounts and relevant laws and regulations.

### 第三条 定义

#### Article 3: Definition

除非上下文另有解释或约定，下列用语在本协议中的含义为：

Unless otherwise there are explanations or agreements in the context, the following terms shall have the meanings in this Agreement:

（一）**账户资金收付活动**指甲方通过账户收入资金或者支付资金的活动。不包括有权机关扣划资金、银行结算账户结息、银行扣收管理费等因账户管理本身形成的资金收付。

(1) **Account fund receipt and payment activities** refer to the activities in which Party A receives or pays funds through the account. It does not include the receipt and payment of funds caused by account management itself, such as deduction of funds by competent authorities, interest settlement of bank settlement accounts, and deduction of management fees by banks.

（二）**暂停非柜面业务**指暂停该账户主动发起的非柜面业务。非柜面业务是指由单位或个人通过非柜面渠道主动发起的动账业务，包括网银、手机银行、电话银行、ATM机等渠道。

(2) **Suspension of non-counter business** refers to suspension of non-counter business initiated by the account. Non-counter business refers to the account business initiated by units or individuals through non-counter channels, including online banking, mobile banking, telephone banking, ATM and other channels.

（三）**中止服务**是指银行停止银行结算账户资金收付功能，对账户采取不收不付控制，签约缴纳税款、社会保险费用以及水、电、燃气、暖气、通信等公共事业费用的资金支付除外。

(3) **Suspension of service** means that the Bank stops the function of receiving and paying funds in the bank settlement account and adopts no-receiving and no-payment control over the account, except for the

fund payment of taxes, social insurance fees and water, electricity, gas, heating, communication and other public utilities fees by contract.

(四) 非柜面支付是指个人银行账户通过网上银行、手机银行、自动柜员机、POS 机具、第三方支付等非柜面渠道办理的资金支付。

(4) **Non-counter payment** refers to the payment of funds handled by personal bank accounts through non-counter channels such as online banking, mobile banking, automated teller machines, POS machines and third-party payment.

#### 第四条 甲方的义务

##### Article 4: Obligations of Party A

(一) 按照《人民币银行结算账户管理办法》的规定出具相关证明文件，并承诺所提供的开户资料真实、完整、合法，如有伪造、欺诈，承担法律责任：

(1) Issue relevant supporting documents in accordance with the provisions of the Measures for the Administration of RMB Bank Settlement Accounts, and promise that the account opening information provided is true, complete and legal, and bear legal liabilities in case of any forgery or fraud;

(二) 甲方开立个人银行结算账户时，应提供有效身份证件，并按规定填写开户申请书。甲方以临时身份证开立个人银行结算账户的，应在临时身份证到期前，携正式身份证到乙方营业网点，修改账户资料中的证明文件。如有个人资料变更，甲方应通过乙方提供的个人资料修改渠道办理变更手续。乙方对甲方的通知，以通知时甲方留存在乙方的联系电话为准，因甲方原因致使乙方无法通知到甲方的，视同已通知。甲方在乙方预留的有效身份证件过期超过 90 天仍未更新的，乙方有权对其名下账户中止服务。由于甲方未能及时向乙方提供正确资料而造成的损失，由甲方自行承担。

(2) When opening a personal bank settlement account, Party A shall provide valid ID documents and fill in the account opening application form as required. If Party A opens a personal bank settlement account with a temporary ID document, he/she shall bring its official ID document to Party B's business outlet to modify the supporting documents in the account information before the expiration of the temporary ID document. **If there is any change in personal information, Party A shall handle the change procedures through the personal information modification channel provided by Party B. Party B's notice to Party A shall be subject to the contact number retained by Party A at the time of notification. If Party B fails to notify Party A due to reasons attributable to Party A, Party A shall be deemed to have been notified. If the valid ID document reserved by Party A in Party B has not been updated for more than 90 days, Party B shall have the right to suspend the service of the account. Any loss caused by Party A's failure to provide Party B with correct information in time shall be borne by Party A.**

(三) 甲方开立借记卡、存折账户应预留密码。为保障甲方账户资金安全，乙方不允许甲方预留 6 位相同数字、6 位连续数字等简单密码。批量或代理开立的，甲方收到借记卡时应当当面确认借记卡完整无缺，及时到银行更改初始密码并妥善保管。如未及时修改初始密码的，将影响账户正常使用。乙方根据借记卡（或存折）和密码为甲方办理业务。甲方应妥善保管密码并定期修改，如因甲方原因导致密码泄露造成的损失，除法律明确规定或乙方存在过错外，将由甲方自行承担。

(3) **Party A shall reserve a password when opening a debit card and passbook account. In order to ensure the security of Party A's account funds, Party B shall not allow Party A to reserve simple passwords such as 6 identical digits or 6 consecutive digits. If the debit card is opened in batches or on behalf of Party A, Party A shall confirm the integrity of the debit card face to face upon receipt of the debit card, change the initial password at the bank in time and keep it properly. If the initial password is not changed in time, the normal use of the account will be affected. Party B shall handle business for Party A according to the debit card (or passbook) and password. Party A shall properly keep the password and modify it regularly. If the password is leaked due to Party**

**A, Party A shall be solely liable for the loss caused by the password disclosure, unless expressly stipulated by law or Party B is at fault.**

(四) 甲方开立个人支票户, 应本人办理并预留签章, 乙方根据签章为甲方办理义务。甲方遗失或更换预留个人签章的, 本人应出具经其本人签名确认的书面申请, 在其开户网点办理。

(4) When Party A opens a personal checking account, it shall handle it by itself and reserve the signature and seal, and Party B shall handle the business for Party A according to the signature and seal. If Party A loses or replaces the reserved personal signature, it shall issue a written application confirmed by its signature and handle it at its account opening outlet.

(五) 按规定使用个人银行结算账户, 不得利用在乙方开立的个人银行结算账户从事任何违法犯罪活动; 甲方被列为《电信网络诈骗及其关联违法犯罪联合惩戒办法》中的惩戒对象时, 乙方将根据惩戒办法要求对甲方落实金融惩戒措施, 限制甲方名下银行账户(包含结算账户、银行卡、信用卡、社保卡、军保卡、养老金账户、单位结算卡等)、数字人民币钱包的非柜面出金功能, 与乙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。乙方与甲方签订的贷款、信用卡自动扣款协议等纳入惩戒范围, 甲方可通过柜面方式还款。

(5) Party A shall use personal bank settlement accounts in accordance with regulations and shall not engage in any illegal or criminal activities using the personal bank settlement account opened with Party B. When Party A is listed as a subject of punishment in the "Joint Punishment Measures for Telecommunications Network Fraud and Related Illegal Crimes", Party B shall implement financial punishment measures against Party A in accordance with the requirements of the punishment measures, restricting the non-counter withdrawal function of Party A's bank accounts (including settlement accounts, bank cards, credit cards, social security cards, military security cards, pension accounts, unit settlement cards, etc.) and digital RMB wallets, except for the withholding and payment of basic living security funds such as taxes, social security, water, electricity and gas fees as stipulated in the existing agreement with Party B. The loan and credit card automatic deduction agreement signed between Party B and Party A shall be included in the scope of punishment, and Party A may repay through counter payment.

(六) 甲方账户自开户之日起六个月内无交易记录的, 乙方将对账户暂停非柜面业务。

(6) If there is no transaction record in the account of Party A within six months from the date of account opening, Party B will suspend non counter business of the account.

(七) 按支付结算法律、法规使用支付结算工具, 并按有关要求向乙方支付服务费用;

(7) Party A shall use payment and settlement instruments in accordance with payment and settlement laws and regulations, and pay service fees to Party B in accordance with relevant requirements;

(八) 定期与乙方核对账务。甲方发生账务后应及时通过银行提供的柜台、网上银行、电话银行、自助设备等设施核对账务, 如有异议应及时向乙方提出, 如果甲方从交易发生日 3 个月内(以自然日计算)未对账户信息向乙方提出疑问, 则视为对交易记录无异议。

(8) Party A shall check accounts with Party B regularly. Party A shall check the accounts through the counter, online banking, telephone banking, self-service equipment and other facilities provided by the bank in a timely manner after the occurrence of the accounts, and shall raise any objection to Party B in a timely manner. If Party A fails to raise any question to Party B about the account information within 3 months (calculated as natural days) from the date of the transaction, it shall be deemed to have no objection to the transaction record.

(九) 撤销在乙方开立的个人银行结算账户时, 必须与乙方核对该账户存款余额, 并交回各种重要空白票据及结算凭证, 乙方核对无误后方可办理销户手续。甲方因故未交回各种重要空白票据及结算凭证的, 须出具书面证明, 由此而造成的损失由甲方承担。

(9) When cancelling the personal bank settlement account opened by Party B, Party A shall check the

balance of the account with Party B and return all kinds of important blank bills and settlement vouchers. Party B can cancel the account only after checking it correctly. If Party A fails to return all important blank bills and settlement vouchers for some reason, it shall issue a written certificate and Party A shall bear the losses caused thereby.

甲方开立个人银行结算账户时，还应了解并同意以下做法：

**When opening a personal bank settlement account, Party A shall also understand and agree to the following practices:**

(一) 借记卡开卡时，借记卡及其主账户将自动确认为个人结算账户；甲方在乙方最多可开立四张借记卡；借记卡销卡视为个人结算账户撤销；

**(1) When a debit card is opened, the debit card and its main account will be automatically confirmed as a personal settlement account; Party A may open a maximum of four debit cards in Party B; Cancellation of debit card shall be regarded as cancellation of personal settlement account;**

(二) 甲方在乙方只能开立一个 I 类户，I 类户为全功能账户。已开立 I 类户，再新开户的，应当开立 II 类户或 III 类户，开立 II 类户、III 类户的数量原则上分别不得超过 5 个。

II 类户非绑定账户转入资金、存入现金日累计限额合计为 1 万元，年累计限额合计为 20 万元；消费和缴费、向非绑定账户转出资金、取出现金日累计限额合计为 1 万元，年累计限额合计为 20 万元。

III 类户账户余额不得超过 2000 元；消费和缴费支付、非绑定账户资金转出等出金日累计限额合计为 2000 元，年累计限额合计为 5 万元。

**(2) Party A can only open one Class I account in Party B, and Class I account is a full-function account. If a class I account holder wants to open a new account, only class II or Class III accounts shall be opened, and the number of class II or class III accounts shall not exceed 5 respectively in principle.**

**The total daily accumulative limit of funds transferred and cash deposited in unbound accounts of class II accounts is 10,000 yuan, and the total annual accumulative limit is 200,000 yuan; The accumulative daily limit of consumption and payment, transfer of funds to non-fixed accounts and cash withdrawal is 10,000 yuan in total, and the accumulative annual limit is 200,000 yuan in total.**

**The account balance of class III shall not exceed 2,000 yuan; The total daily accumulative limit of consumption, payment and transfer of funds from unbound accounts is 2,000 yuan, and the total annual accumulative limit is 50,000 yuan.**

(三) 正在办理代发工资、消费信贷扣款、代缴费等结算业务的个人结算账户不得撤销。借记卡如有相关联的记账式国债托管或开放式基金交易账户，不得撤销。

**(3) Individual settlement accounts that are currently handling settlement services such as payroll, consumer credit deduction and payment on behalf of individuals shall not be cancelled. If the debit card has an associated book-keeping Treasury bond custody or open-end fund trading account, it shall not be cancelled.**

第五条 乙方的义务

Article 5: Obligations of Party B

(一) 为甲方提供优质、快捷的结算服务，向甲方及时推介新的结算产品和服务方式，提供良好的结算条件；

(1) Provide Party A with high-quality and fast settlement services, timely introduce new settlement products and service methods to Party A, and provide good settlement conditions;

(二) 及时准确地办理甲方的资金收付业务，定期与甲方核对账务，并为甲方提供挂失和更改密码等

服务:

(2) Handle Party A's fund receipt and payment business in a timely and accurate manner, check accounts with Party A regularly, and provide Party A with services such as loss reporting and password change;

(三) 依法为甲方个人银行结算账户信息保密。除国家法律另有规定外,乙方拒绝任何单位或个人查询、冻结、扣划甲方账户资金的要求,依法保障甲方在乙方开立的个人结算账户资金的安全;

(3) Party A's personal bank settlement account information shall be kept confidential according to law. Unless otherwise provided by national laws, Party B shall refuse any unit or individual's request to inquire, freeze or defund the funds of Party A's account, and guarantee the security of the funds of Party A's personal settlement account opened in Party B according to law;

(四) 甲方因特殊业务需求,无法通过乙方网点及线上业务渠道办理个人银行结算账户相关业务时,通过乙方客户服务电话申请,经乙方同意后,乙方可在业务合规范围内提供上门服务;

(4) If Party A is unable to handle relevant business of personal bank settlement account through Party B's outlets and online business channels due to special business needs, it shall apply through Party B's customer service telephone number, and with the consent of Party B, Party B may provide door-to-door services within the scope of business compliance;

(五) 甲方办理个人银行结算账户相关业务时,应当由甲方本人亲自办理,符合条件的,可指定代理人代办。乙方确认代理关系后,可在相关制度与业务合规范围内办理该代理业务。

(5) When Party A handles the business related to personal bank settlement account, Party A shall handle it in person and may appoint an agent to handle it on its behalf if it meets the requirements. After confirming the agency relationship, Party B may handle the agency business within the scope of relevant systems and business compliance.

#### 第六条 违约责任

##### Article 6: Liability for breach of contract

(一) 任何一方违反《人民币银行结算账户管理办法》的规定或未正确履行本协议所规定的义务,给对方造成损失的,按人民银行有关规定及有关法律、法规承担责任;

(1) If either party violates the provisions of the Measures for the Administration of RMB Bank Settlement Accounts or fails to correctly perform the obligations stipulated in this Agreement and causes losses to the other party, it shall be liable in accordance with the relevant provisions of the People's Bank of China and relevant laws and regulations;

(二) 本协议存续期间,任何一方无正当理由、合法理由或向对方做出说明,擅自终止协议,给另一方造成损失的,违约方承担一切后果。

(2) During the term of this Agreement, if either party terminates this Agreement without justifiable or legal reasons or giving explanations to the other party and causes losses to the other party, the breaching party shall bear all consequences.

#### 第七条 久悬户的约定

##### Article 7: Agreement on the long-term suspended account

结算账户金额小于十元且两年未使用的,自动结转为久悬户,久悬户启用应重新提交申请;结算账户金额为零且两年未使用的,则自动销户,销户将不通知账户所有人。有关联贷款户、银行端第三方签约、卡下开立有效储蓄账户和社保卡、居民健康卡等社会保障性质卡除外。

**If the fund amount in the settlement account is less than 10 yuan and has not been used for two years, it will be automatically carried over to a long-suspended account, and a re-application shall be submitted for the long-suspended account to be used; If the fund amount in the settlement account is zero and has not been used for two years, the account will be automatically closed without notice to the account owner. Related loan accounts, third-party contracts at the**

**bank end, valid savings accounts opened under the card, social security cards, resident health cards and other social security cards shall be excluded.**

#### **第八条 冒名开立账户的撤销**

##### **Article 8: Cancellation of an account opened under an imposter**

甲方确认账户为他人冒名开立的，应当向乙方出具被冒用身份开户并同意销户的声明，乙方各营业机构予以办理销户，账户资金列入久悬未取专户管理。

**If Party A confirms that the account was opened under the name of someone else, Party A shall issue a statement to Party B stating that the account was opened under the identity of the person being impersonated and that Party B agrees to cancel the account. Party B's various business institutions shall handle the cancellation of the account, and the account funds shall be placed under the management of a special account that has not been withdrawn for a long time.**

#### **第九条 客户分类分级的管理**

##### **Article 9: Management of customer classification**

（一）甲方同意乙方根据甲方留存个人信息的完善程度、账户使用情况等设置相应的客户风险等级，不同等级对应不同的非柜面限额。完成等级设置后，甲方所有结算账户共用一个非柜面支付额度，所有非柜面渠道的支付业务均严格按照对应的限额进行控制。

**(1) Party A agrees that Party B shall set corresponding customer risk levels according to the completeness of personal information retained by Party A and account use, and different levels shall correspond to different non-counter limits. Upon completion of level setting, all settlement accounts of Party A shall share the same non-counter payment limit, and all payment business through non-counter channels shall be controlled strictly in accordance with the corresponding limit.**

（二）银行结算账户存续期内，甲方同意乙方持续识别甲方个人金融资产和账户风险情况的变化，评估账户使用的合理性，并动态调整甲方的账户功能和非柜面支付交易限额，以保障甲方的资金安全。

**(2) During the term of the bank settlement account, Party A agrees that Party B shall continuously identify the changes in the risk of Party A's personal financial assets and account, evaluate the rationality of the use of the account, and dynamically adjust the account functions of Party A and the non-counter payment transaction limit to ensure the security of Party A's funds.**

#### **第十条 个人数据查询授权**

##### **Article 10: Authorization of personal data inquiry**

（一）甲方授权乙方通过自治区电子数据共享、交换平台及其他政府服务平台（包括但不限于各公积金中心和其他各级政府依法搭建的公共服务平台）查询、身份信息核验、打印、保存和使用甲方证照、涉诉等相关信息，并用于甲方在乙方开立的个人银行结算账户的开立、变更、撤销以及账户存续期间的业务核查等相关用途。

**(1) Party A authorizes Party B to query, verify identity information, print, save and use Party A's licenses, litigation-related information and other relevant information through the Autonomous Region's electronic data sharing and exchange platform and other government service platforms (including but not limited to the public service platforms built by each provident fund center and other governments at all levels according to law). It shall be used for the opening, change and cancellation of the personal bank settlement account opened by Party A in Party B and the business verification during the term of the account.**

（二）甲方授权乙方在严格遵守相关法律法规与监管要求的前提下，通过与包括但不限于与百行征信有限公司、中国银联综合数据服务平台及其他与乙方有合作关系的第三方数据源查询、身份信息核验、打印、保存和使用甲方司法信息、通信运营商数据等相关信息，用于甲方在乙方开立的个人银行结算账户的开立、变更、撤销以及账户存续期间的业务核查等相关用途。

**(2) Party A authorizes Party B to query, verify identity information, print, save and use Party A's judicial**

information, communication operator data and other relevant information with, including but not limited to, Baihang Credit Investigation Co., LTD., China UnionPay Integrated Data Service Platform and other third-party data sources that have cooperative relations with Party B, on the premise of strictly complying with relevant laws, regulations and regulatory requirements. It shall be used for the opening, change and cancellation of the personal bank settlement account opened by Party A in Party B and the business verification during the term of the account.

#### 第十一条 争议的解决

Article 11: Dispute resolution

本协议履行过程中发生争议，先由双方协商解决；若协商不成可通过诉讼，由乙方所在地人民法院管辖。在诉讼期间，本协议不涉及争议部分的条款仍须履行。

**Any dispute arising from the performance of this Agreement shall be settled firstly by both parties through negotiation; If no agreement can be reached through negotiation, the lawsuit shall be under the jurisdiction of the people's court in the place where Party B is located. During the litigation, the provisions of this agreement that do not involve the disputed part shall still be performed.**

第十二条 本协议自双方签字或盖章之日起生效。本协议于甲方在乙方开立的个人银行结算账户存续期间有效，如甲方撤销在乙方开立的银行结算账户，自正式撤销之日起，自动终止。

Article 12: This Agreement shall come into force upon being signed or sealed by both parties. This Agreement shall be valid during the term of the personal bank settlement account opened by Party A in Party B. If Party A cancels the bank settlement account opened in Party B, it shall be automatically terminated as of the date of the formal cancellation.

第十三条 本协议未尽事宜，按照有关法律、法规及中国人民银行《支付结算办法》、《人民币银行结算账户管理办法》等规章执行。

Article 13: Matters not covered in this Agreement shall be governed by relevant laws and regulations, Payment and Settlement Measures and Management Measures for RMB Bank Settlement Accounts of the People's Bank of China and other rules.

第十四条 乙方有权依据国家法律法规、监管规定及业务需要，对本协议进行调整，乙方将通过官网或其他电子银行渠道对调整内容进行公告，并于公告后施行，自公告施行之日起公告内容构成对协议的有效修改和补充。乙方按本协议约定予以公告即视为通知甲方。甲方不接受该调整内容的，有权向乙方申请变更或终止相关账户服务，但在申请变更功终止相关服务前，仍应遵守乙方调整内容。

**Article 14: Party B has the right to adjust this agreement in accordance with national laws, regulations, regulatory provisions, and business needs. Party B will announce the adjustment content through its official website or other electronic banking channels, and implement it after the announcement. From the date of implementation of the announcement, the announcement content constitutes a valid modification and supplement to the agreement. The announcement made by Party B in accordance with the provisions of this agreement shall be deemed as a notification to Party A. If Party A does not accept the adjustment content, it has the right to apply to Party B for a change or termination of the relevant account services. However, before applying for a change or termination of the relevant services, Party A shall still comply with Party B's adjustment content.**

第十五条 乙方已提请甲方注意对本协议各印就条款作全面、准确的理解，并应甲方的要求做了相应的条款说明。签约双方对本协议的含义认识一致。

Article 15: Party B has drawn Party A's attention to have a comprehensive and accurate understanding of the terms of this Agreement and has made corresponding terms explanations at Party A's request. Both parties agree on the connotations of this Agreement.

本人充分了解并清楚知晓实施电信网络诈骗犯罪活动，或实施与电信网络诈骗相关的帮信网络犯罪活动，出租、出借、出售、购买银行账户、数字人民币钱包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。

本人已仔细阅读上述内容，确认无误并同意遵守。

**I fully understand and am fully aware of the legal responsibilities and disciplinary measures related to the commission of telecommunications network fraud criminal activities, or the commission of aiding and abetting network criminal activities related to telecommunications network fraud, renting, lending, selling, and purchasing bank accounts and digital RMB wallets. I promise to open and use my account in accordance with the law and regulations.**

**I have read the above content carefully, confirm that it is correct and agree to abide by it.**

客户签字:

Signature of customer

此英文版本仅做参考，具体权利义务条款以中文版本为准。

This English version is for reference only. The specific rights and obligations of the Chinese version shall prevail.