



Online Account Access and Bill Payment Agreement

1. General

This Online Account Access and Bill Payment Agreement ("Agreement") for accessing your Gateway Bank FSB account(s) via the Internet explains the terms and conditions governing Gateway Bank FSB electronic account access, bill payment and related banking services offered through Gateway Bank FSB (collectively, "Online Banking"). By using Online Banking you agree to abide by the terms and conditions of this Agreement and all related account disclosures and agreements together with all applicable laws and regulations. This Agreement will be governed by and interpreted in accordance with federal law and regulation, and to the extent there is no applicable federal law or regulation, by the laws of the State of California. The terms "our," "we," "us," "Gateway Bank FSB," and "Bank" refer to Gateway Bank FSB. "You" refers to each signer on an account. The term "business day" means Monday through Friday, excluding Federal banking holidays.

Online Banking can be used to access products and accounts made available by Gateway Bank FSB. Each of your accounts is also governed by the applicable account disclosure statement.

2. Protecting Your Account

Notify us at once if you believe another person has improperly obtained your Online Banking Personal Identification Number (password). Also notify us if someone has transferred or you think someone may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. To notify us, call Gateway Bank FSB at 1-510-268-8108 or write to:

Gateway Bank FSB Customer Service
360 8th Street
Oakland, CA 94607

Or, email us at support@gatewayfsb.com - be sure to include your email address.

A. Your Liability

If your Internet password has been compromised and you tell us within two (2) business days after learning of the loss or theft, you can lose no more than \$50.00, if someone used your Internet password without your permission to access a Gateway Bank FSB deposit account. If you do NOT tell us within two (2) business days after you learn of the loss or theft, and we could have stopped someone from taking money without your permission had you told us, you could lose up to \$500.00. If your monthly statement shows withdrawals, transfers or purchases that you did not make or authorize, you must notify us at once. If you do not notify us within sixty (60) days after the account transaction detail information was transmitted or mailed to you, and we could have stopped someone from taking money if you had told us in time, you may not get back any money lost after the sixty (60) days. If there are extenuating circumstances that kept you from telling us, the time periods in this section may be extended.

B. Preventing Misuse

It is extremely important that you take an active role in the prevention of any wrongful use of your account. If you find that your records do not agree with ours, you must immediately call Gateway Bank FSB at 1-510-268-8108.

Protect Your Internet password - The password that is used to gain access to Online Banking should be kept confidential at all times. For your protection we recommend that you change your Internet password regularly. It is recommended that you memorize this password and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential. If you believe that your password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, notify Gateway Bank FSB at once.

3. Your Right to Stop Payments and Procedure For Doing So

If you have arranged to make regular payments out of your account, you can stop any of these payments by using the capabilities provided in the online web site, or by telephone at 1-510-268-8108. Do not write or email these requests to us since they may not be received by us in time. To stop payments for checks or preauthorized transfers the request must be received by Gateway Bank FSB 3 banking days or more before the payment is scheduled to be made. To stop payments for online Bill Payments, the request must be made before 5:00 PM (Pacific time) the day PRIOR to the payment date.

If you call, we may also require you to put your request in writing and submit it to us within 14 days after you call. We will charge you our regular stop payment fee for each stop payment order you give; this fee will be charged in accordance with the current fee schedule.

4. Bank's Liability

A. Failure to Make Stop Payments

If you order us to stop one of these payments according to the limitations in section 3 above and we do not do so, we will be liable for your losses or damages up to the value of the payment.

B. Failure to Make Transfers

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages up to the value of the transfer. However, there are some exceptions. We will not be liable, for instance:

- a) If, through no fault of ours, you do not have enough money in your account to make the transfer;
- b) If the transfer will go over the credit limit on your Overdraft Agreement;
- c) If the system was not working properly;
- d) If there is a dispute about the amount to be paid or transferred, or we have been legally ordered to pay to or hold the money in your account for someone else;
- e) If a withdrawal would consist of money deposited in the form of a check or other order and is not yet available for withdrawal;
- f) If you have told us that your password was lost or stolen;
- g) If, in the case of a preauthorized credit or debit to your account, a third party does not send your money to us on time or does not send us the correct amount, or we do not have the required authorization to perform the transaction;
- h) If circumstances beyond our control (such as fire, flood, or natural disaster) prevent the transfer, despite reasonable precautions and efforts we have taken.

Other exceptions may be stated in our stop payment agreement with you.

5. Accessing Your Gateway Bank FSB Accounts

A. Requirement

To access your account(s) through the Internet, you must have an eligible Gateway Bank FSB account, enroll in Online Banking by agreeing to the Internet Account Access Agreement, and have an Internet password. In addition, you must have the required Internet secure browser software as defined by the Bank.

B. New Services

Gateway Bank FSB may, from time to time, offer and introduce new Internet services. The Bank will notify you of the existence of these new products and services. By using these services when they become available, you agree to be bound by the rules, which will be communicated to you, concerning these services.

C. Fees

There may be monthly or transaction fees for accessing your account(s) through the Internet. Please note that fees may be assessed by your Internet service provider.

6. Terms and Conditions

The first time you access your Gateway Bank FSB account(s) through the Internet confirms your agreement to be bound by all of the terms and conditions of this Agreement and acknowledges your receipt and understanding of this disclosure.

A. Your Internet Account Access password

You will be given or you will select an initial password. The first time you access your Gateway Bank FSB account(s) you may be required to select a new password. We recommend that you change your password regularly. Do not use numbers that are easily associated with you, such as your telephone number, address or birth date as your password. You are authorizing Gateway Bank FSB to act on instructions received under your password. You are responsible for keeping your password, account number(s) and other account data confidential at all times.

B. Our Liability

Except as specifically provided for in this Agreement or where the law requires a different standard, you agree that neither the Bank nor the Internet Service Provider shall be responsible for any loss, property damage or bodily injury, whether caused by the Bank, equipment, software, or Internet access providers or any agent or subcontractor of any of the foregoing. Nor shall the Bank or the Internet Service Providers be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way from the installation, use or maintenance of the equipment, software or Internet browser or access software.

C. Changes to Fees or Other Terms

We reserve the right to change the fees or other terms described in this Agreement. However, when changes are made to any fees, we will notify you on-line, or will send a notice to you at the address shown on our records. All notices will be sent at least thirty (30) days in advance of the effective date of the change, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with written or electronic notice within thirty (30) days after the change. By continuing to use the accounts or services to which these changes relate, you are accepting the changes. Changes to fees applicable to specific accounts are governed by the applicable Account Disclosure Statement.

D. Disclosure of Account Information

You authorize the Bank to disclose to selected third parties about your account or the transactions you make:

When necessary for completing transactions; or

In order to verify the existence and condition of your account for a third party, such as a credit bureau, or merchant; or

In order to comply with government agency or court orders, or to give information to any government entity having legal authority to request such information; or If you give us permission.

E. Other General Terms

In addition to this Agreement you agree to be bound by and will comply with the requirements of all related account disclosures and agreements, the Bank's rules and regulations, the rules and regulations of any funds transfer system to which the Bank belongs, and all applicable State and Federal laws and regulations. The Bank also agrees to be bound by them. The Bank reserves the right to terminate this Agreement and your access to Online Banking in whole or in part, at any time without prior notice.

You agree to be responsible for any telephone charges incurred for accessing your accounts through Online Banking.

F. No Unlawful or Prohibited Use

As a condition of using the Online Account Access and Bill Payment service, you represent and agree that you will not use the Online Account Access and Bill Payment service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further agree and represent that you will not use the Online Account Access and Bill Payment service in any manner that could damage, disable, overburden or impair or interfere with any other party's use of the Online Account Access and Bill Payment service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Online Account Access and Bill Payment service. These agreements and representations will remain in full force and effect even if this Agreement is terminated for any reason.

7. Bill Payment Service

As part of the Gateway Bank FSB Online Banking, you can schedule payment of your periodic bills. You can arrange for the payment of current, future and recurring bills from your Gateway Bank FSB "checking account". There is no limit to the number of payments that may be authorized. You may pay any merchant or individual approved by Gateway Bank FSB. By furnishing us with the names of your payees/merchants and their addresses, you authorize us to follow the payment instructions to these payees/merchants that you provide through Online Banking. When we receive a payment instruction (for current or future date), we will remit funds to the payee on your behalf, from your designated checking account, on the day you have instructed the payment to be sent (Payment Date). However, we shall not be obligated to make any such payment unless your account and/or overdraft protection plan has sufficient funds or credit availability to pay the bill on the Payment Date. Funds for ALL bill payments made by check will be withdrawn from your account on the DAY the check item clears your account.

NOTE: Any payments made through Bill Payment require sufficient time for your payee to credit your account properly. To avoid incurring a finance charge or other charge, you must schedule a payment far enough in advance of the due date of your payment. Gateway Bank FSB shall not be responsible for any charges imposed or any other action taken by a payee resulting from a payment that you have not scheduled properly, including any applicable finance charges and late fees. In addition, Gateway Bank FSB will not be liable if any third party through whom any bill payment is made fails to properly transmit the payment to the intended payee. Gateway Bank FSB will not be liable for delays or losses of payments caused by the U.S. Postal Service or other delivery service. We will also not be liable if there are insufficient funds or credit availability in your designated payment account and/or overdraft protection plan; if a legal order directs us to prohibit withdrawals from the payment account; if the payment account is closed or frozen; or if any part of the electronic funds transfer system is not working properly. Gateway Bank FSB will not be liable for bill payments not completed due to circumstances beyond our control (such as fire, telecommunication outages, strikes, or natural disasters). Gateway Bank FSB will not be liable for indirect, special, or consequential damages arising out of the use of Bill Payment. Gateway Bank FSB will not be liable if a payee will not accept payments made through Bill Payment.

Gateway Bank FSB reserves the right to terminate your use of Bill Payment at any time without prior notice.

Bill Payment Fees: Gateway Bank F.S.B. does not charge a fee for your use of the Online Account Access and/or Bill Payment services. However, there may be other fees assessed for certain related services.

Additional fees may be assessed due to special requests made by you. This includes requests for photocopies of checks (\$3.00 per check), requests for printed statements (\$5.00 per statement), and \$25 for each stop payment. A \$20 non-sufficient funds (NSF) fee will be assessed if the Bill Payment system attempts to pay a bill but cannot due to insufficient funds in the account and the item is returned unpaid. The \$20.00 NSF fee will be assessed each time an attempt is made to pay the bill. A \$20.00 non-sufficient funds(NSF) fee will be assessed if the Bill Payment system pays a bill and the account has insufficient funds when the items clears the account.

If the payment account has insufficient funds to cover the fees, the Bank may deduct the fee from any other transaction account linked to Online Banking. If the fee cannot be paid, we may cancel your Bill Payment service.

8. Other Information

A. Balance Inquiries and Transfers

You may use the service to check the balance of your accounts and to transfer funds among your accounts selected for Online Banking. In order to initiate one of these transactions, you must first use your password to obtain access to the Service. The balance shown on your access device may include deposits still subject to verification by us. The balance

shown also may differ from your records because it may not include deposits in progress, outstanding checks, or other withdrawals, or charges. Funds transfer requests may be made 24 hours per day, but may not result in immediate funds availability because of the time required to process the files. If there are insufficient available funds in an Account from which you are requesting a funds transfer, the transfer will not be initiated. Insufficient fund fees will be assessed as indicated in the applicable account disclosure. For monetary transfers, the accounts must have the same password number and must belong to the same "household" of accounts.

B. Statements

All of your payments and funds transfers made through the Service will appear on your monthly account statement(s). You will receive an e-mail when your periodic account statement is available.

C. Equipment

We are not responsible for any loss, damage or injury resulting from an interruption in your electrical power or telephone service; the disconnecting of your telephone line by your local telephone company or from deficiencies in your line quality; or any defect or malfunction of your PC, modem, or telephone line. We are not responsible for any services relating to your PC other than those specified in this Agreement. If any equipment failure occurs in any way relating to your PC, modem, telephone line, Gateway Bank FSB is not responsible.

D. Business Days/Hours of Operation

Our business days are Monday through Friday, except bank legal holidays. The service is available 24 hours a day, seven days a week, except during maintenance periods for scheduling, modification, or for review of funds transfers and balance inquiries. However, if a communication is received by us after the cut-off time on a business day, or on a day that is not a business day, may be treated by us as if it were received on the next business day. At our option, we may treat it as received the same business day as the day of receipt. There can be a delay between the time you send a communication to us and the time we receive it. All reference to time in this Agreement shall refer to Pacific Standard Time. Our current cut-off hours are 5:00p.m. Monday through Friday. Transactions conducted on Saturday or Sunday will not be posted until the following business day.

9. Error Resolution Notice

In case of error or questions about your electronic transactions contact us at 1-510-268-8108 or write to: Gateway Bank FSB Customer Service, Gateway Bank FSB, 360 8th Street, Oakland, CA 94607. You may also email us at support@gatewayfsb.com - be sure to include your email address in the message. Contact us as soon as you can, if you think your statement, passbook or receipt is wrong or if you need more information about a transfer listed on the statement, passbook or receipt. We must hear from you no later than 60 days after the problem or error appeared on your passbook; or no later than 60 days after we sent you the FIRST statement in which the problem or error appeared.

1. Tell us your name and account number.
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will investigate whether an error occurred within 10 banking days (5 banking days for Visa-branded card point-of-sale transactions and 20 banking days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question.

If we decide to do this, we will provisionally credit your account within 10 business days (5 business days for Visa-branded card point-of-sale transactions and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation (including interest, if applicable). We will notify you of any provisional credit within 2 business days of crediting your account. We will also report the results of our investigation to you within 3 business days of completing our investigation. If we decide there was no error, we will send you a written explanation. You may request copies of the documents we used in our investigation.

If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account as described above. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened. We will inform you of the results within three banking days after completing our investigation. If we decide that there was no error, we will send you a written explanation and reverse the credit described above. You may ask for copies of the documents that support our investigation.

If you do not wish to consent to this agreement by electronic means, i.e., by pressing the "I Agree" button below, you may receive this agreement in writing. If you wish to enter into this agreement in writing, please email support@gatewayfsb.com and request a printed copy of the Online Banking Agreement. We will send, via return email, a Gateway Bank Online Account Access and Bill Payment Agreement and an application form. Please sign the Gateway Bank Online Account Access and Bill Payment Agreement and the related forms and return them to our Oakland branch. We will then take the necessary steps to activate your Online Banking account. If you wish to retain this agreement in an electronic format, you will need an Internet Browser (by Internet Explorer version 9+, Mozilla Firefox Version 4+, Google Chrome 7+ or Apple Safari Version 5+) a PC with a hard disk drive that supports saving files from the Internet. Select the "File", "Save As" menu choices at the top of the browser window, and select the "save as type" option. You may also print and store a hard copy of this agreement if you have the appropriate browser (see above), and a printer. Select the "File", "Print" menu choices at the top of the browser window, and select "Print" when the "Print" dialog box appears.

You have the right to withdraw your consent to this agreement at any time. You may terminate your Gateway Bank Online Banking Agreement by sending a written request to:

Gateway Bank, Electronic Banking Services
360 8th Street
Oakland, CA 94607

Upon receipt of your request to terminate the Gateway Bank Online Banking Agreement, we will delete your access to the Online Banking system.



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**Oakland Office
360 8th Street
Oakland, CA 94607
(510) 268-8108**

www.gatewayfsb.com



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