



Online Account Access, Mobile Banking and Bill Payment Agreement

1. General

This Online Account Access, Mobile Banking 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 and Mobile 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. Security

The Online Banking service utilizes a comprehensive security strategy called SecureNow which is a multifactor application to protect your accounts and transactions conducted over the Internet. Prior to activating your access to the Online Banking service, our Online Banking Support will verify your identity and authorization against information associated with the Eligible Account (s) that you request to be linked to the Online Banking service.

Username and Passwords You agree that we may send notices and other communications to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that Gateway Bank FSB will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business.

You agree to: 1) keep your Username and password secure and strictly confidential, providing it only to authorized signers on your account(s); 2) instruct each person to whom you give your Username and password that he or she is not to disclose it to any unauthorized person; and 3) immediately notify us and select a new password if you believe your Username and password may have become known to an unauthorized person. Gateway Bank FSB will have no liability to you for any unauthorized payment or transfer made using your password that occurs before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice.

We may suspend or cancel your passcode even without receiving such notice from you, if we suspect your Username and password are being used in an unauthorized or fraudulent manner. This section applies to all Online Banking IDs and passwords, including those assigned to users or Administrators. You are responsible for all transactions performed by you and any designated user(s), including Administrator(s), whether you specifically authorize the transactions or not. If you notify us that the person is no longer authorized, then only transactions that person performs after the time you notify us are considered unauthorized.

IF YOU OR YOUR AUTHORIZED USERS DISCLOSE YOUR PASSWORD TO ANYONE, AND/OR IF YOU ALLOW SOMEONE TO USE YOUR PASSWORD TO ACCESS YOUR ACCOUNTS, YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ANY USE OF THE ONLINE BANKING SERVICE BY THEM (E.G., SUCH AS WHEN YOU PROVIDE THIS INFORMATION TO A JOINT ACCOUNT HOLDER, AN EMPLOYEE, AN AGGREGATION SERVICE PROVIDER, OR WHEN YOUR PERSONAL COMPUTER OR MOBILE DEVICE IS COMPROMISED BY A KEY STROKE LOGGING VIRUS OR ANY OTHER TYPE OF MALWARE).

1) **Encryption** The Online Banking service uses the Secure Socket Layer (SSL) encryption technology for everything you do while using Online Banking. Your browser automatically activates this technology when it attempts to connect to our Online Banking service. The Online Banking service requires a browser that supports 128-bit encryption and we will warn you if your browser does not meet this requirement. Whenever SSL is securing your communications, the browser will typically indicate this secure session by changing the appearance of a small icon of a padlock at the bottom of the screen from "open" to "locked". What this means to you is that your communications are scrambled from your browser to our servers at all times so no unauthorized party can read the information as it is carried over the Internet.

2) **Certificate Authority** The servers hosting the Online Banking service have been certified by a certificate authority to assure you that you are actually talking to the Online Banking service instead of someone pretending to be us. By clicking on the lock within the Online Banking service, you can view the certificate to ensure it's valid.

7. 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.

8. Mobile Banking

The Mobile Deposit Service enables you to use a software application together with your mobile device to create electronic images of the front and back of certain Original Checks and transmit those images and other information, including, without limitation, information captured from the magnetic ink character recognition ("MICR") line, to us for review and processing in accordance with this Agreement.

A. Mobile Deposit Eligibility and Use

- The Imaged Item must be a digitized image of the front and back of the Original Check and accurately represent all of the information on the front and back of the Original Check as of the time you converted the Original Check to an Imaged Item;
- The Imaged Item must contain all endorsements applied by parties that previously handled the Original Check in any form for forward collection or return – using the following language: “For mobile deposit only at Gateway Bank FSB”;
- There will be no duplicate presentment of a Check in any form, including as a digitized image, as a paper negotiable instrument or otherwise and you will be liable for and otherwise assume responsibility for any such duplicate presentment of any Check deposited through Online Banking. You agree to indemnify and defend us against any and all claims, causes of action or demands arising out of or directly or indirectly related to the duplicate presentment of any Check through Online Banking;
- Except as otherwise specifically disclosed in writing to us, you are not now engaged, and will not during the term of this Agreement engage, in any business that would result in you being or becoming a "money service business" as defined in the federal Bank Secrecy Act and its implementing regulations;
- You agree to only scan and submit Items for processing to us that:
 - Meet the definition of "Item" as provided in this Agreement and will ensure that the Items scanned meet the standards for image quality established by the American National Standard Institute (ANSI) required by Regulation CC, or other standards established or required by us or applicable law. You will not process any Non-qualifying Items. Our processing of any Non-qualifying Items shall not constitute a waiver by us or obligate us to process such Non-qualifying Items in the future. You agree that we may discontinue processing of Non-qualifying Items at any time, without cause or prior notice;
 - Are not third party checks, or drawn on a deposit account of any business entity of which you are a principal, officer or authorized signer;
 - Are not a previously truncated and reconverted Substitute Check. Any previously truncated and reconverted Substituted Check must be physically deposited with us. Notwithstanding the foregoing, we may redeposit any returned Substitute Check or Image Exchange Item consistent with the terms of your Deposit Account Agreements;
 - Are not Items that are restrictively endorsed or otherwise processed to permit only certain financial institutions to acquire rights of a holder in due course in the collection process of Items,

B. Cut-off Time

If we receive a scanned Original Check on or before 4:00 p.m. PT on a business day we are open, we will consider that day to be the day of deposit. If we receive a scanned Item after 4:00 p.m. PT or on non-business day, we may consider that the deposit was made on the next business day. At our option, however, we may treat the Original Check as received the same day as the day of receipt. Your account will be provisionally credited upon our acceptance of Imaged Items for deposit which are received by us from you through the Mobile Deposit Service.

C. Dollar Limits

The maximum aggregate amount you may deposit using the Mobile Deposit Service each business day is \$2,500 for consumer accounts and \$5,000 for business accounts in a business day. Please contact us to request a higher limit.

D. Processing

For all Imaged Items processed pursuant to this Agreement, either: (i) digitized images will be converted to Substitute Checks and presented for payment to established Endpoints, or (ii) Imaged Exchange Items will be presented for payment through image exchange networks. We may in our sole discretion determine the manner of processing. Notwithstanding any provisional credit that may be applied to an account in connection with your transmitted Imaged Items, Imaged Items processed for deposit through the Mobile Deposit Service will be deemed to have been received by us for deposit at the time the Imaged Items are actually received and accepted at the location where we or our designated agent posts the credit to the account. A deposit of Imaged Items will be deemed to have been received and accepted by us for deposit when all of the following have occurred: (i) we have preliminarily verified that the image quality of the Imaged Item is acceptable to us

in our discretion, all Item information is complete and the deposit totals are balanced to the Item information provided for the deposit; and (ii) we have successfully performed all further validation routines with respect to the deposit. Notwithstanding the foregoing, Imaged Items received by us for deposit may be rejected by us in our sole discretion.

You are responsible for verifying our receipt of your transmission(s) by verifying that deposits have been posted to the appropriate accounts, in addition to cooperating with us in any investigation and resolving any unsuccessful or lost transmissions. Original Checks should be stored in a safe and secure environment for a minimum of 14 days after such Item has been digitized and processed.

You agree to make all encoding, transfer, presentment and other warranties made under applicable law as we are deemed to make under applicable law, including without limitation those under the UCC, Regulation CC and the rules of any image exchange network.

E. Rejected and Returned Items

If Item information received by us is not complete or cannot be processed by us for any reason, we may reject the Imaged Item, notwithstanding any transmission confirmation and charge the amount back against any provisional credit to your account.

If an Imaged Item is not accepted for deposit, you may then submit the Original Check to us for processing or contact the maker to reissue the Check. If you submit the Original Check for processing, we reserve the right to refuse to process the Check for deposit and presentment to the Payor Financial Institution and may instead require you to have the maker reissue the Check.

We will process any returned Items in accordance with applicable law and your Deposit Account Agreement(s). We may at our sole option, with or without cause, at any time and from time to time, refuse to process any Imaged Items. We may from time to time establish and amend exposure limitations and assign them to you.

If an Item that is not paid by a Payor Financial Institution, or is otherwise returned for any reason, it will be returned to you and your account charged for the amount of the Item plus any associated fees as reflected in our then current schedule of fees, which may be changed from time to time in our discretion. Our right to charge your account will apply without regard to whether the Item is timely returned to us or whether there is any other claim or defense that the Item has been improperly returned to us. You understand and agree that since the Original Item is your property, it will not be physically returned to you and we may charge back an image of the Item, and automated clearing house ("ACH") debit, or other electronic or payer debit or paper reproduction of the Original Item or Substitute Check.

Nonsufficient Funds (NSF): If an item drafted by you (such as check or a transaction you setup (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money available in your account, and we decide not to pay the item or transaction, you agree that we can charge you an NSF Fee for returning the payment. Be aware that such an item or payment maybe presented multiple times by the merchant or other payee until it is paid and that we do not monitor or control the number of times transaction is presented for payment. You agree that we may charge you an NSF fee each time a payment is presented if the amount of money available in your account is not sufficient to cover the payment regardless of times the payment is presented. (See Schedule of Fees)

F. Funds Availability

Availability of credit from Items processed will be subject to our current availability schedule, which may be amended by us from time to time.

We may cause the Mobile Deposit Service to be temporarily unavailable to you, either with or without prior notice, for site maintenance, security or other reasons, and you acknowledge that factors beyond our reasonable control, such as telecommunications failure or equipment failure, may also cause the Mobile Deposit Service to be unavailable to you. You may deposit Original Checks and other items to any deposit account with us in person or in any other manner permitted by agreement between you and us, and you will be responsible for maintaining procedures and facilities to enable you to do so if the Mobile Deposit Service is unavailable to you.

9. **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 \$35.00 for each stop payment. A \$30 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 \$30.00 NSF fee will be assessed each time an attempt is made to pay the bill. A \$30.00 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 an item drafted by you (such as check or a transaction you setup (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money available in your account, and we decide not to pay the item or transaction, you agree that we can charge you an NSF Fee for returning the payment. Be aware that such an item or payment maybe presented multiple times by the merchant or other payee until it is paid and that we do not monitor or control the number of times transaction is presented for payment. You agree that we may charge you an NSF fee each time a payment is presented if the amount of money available in your account is not sufficient to cover the payment regardless of times the payment is presented. (See Schedule of Fees)

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.

10. **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 devise 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.

11. 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 FSB 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 FSB Online Banking Agreement by sending a written request to:

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

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



On Line Account Access And Bill Payment Agreement

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

www.gatewayfsb.com



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