

Business Bill Payment Registration Form



**FIRST COMMUNITY
National Bank**
www.fcnbanks.com

Member FDIC



Business Information

Business Info

Name of Business _____
 Address _____ City _____ State _____ Zip _____
 Tax ID # _____ Phone # _____ Fax # _____

Contact Info

Contact Name _____ Phone # _____
 Contact Name _____ Phone # _____
 Contact Name _____ Phone # _____

Routing and Transit Number

081510593

Checking Account

(Your bills will be paid from this account)

To ensure confidentiality and verify identity,
provide a private password here:

I authorize First Community National Bank to post payment transactions generated by personal computer from this Internet Bill Paying Service to the account indicated on this agreement. I understand that I am in full control of my account. If at any time I decide to discontinue service, I will provide written notification to First Community National Bank.

Bill Payment Rates

First 60 Days are Free!
\$5.95 per month plus \$.35 per transaction.

I understand that payments may take up to 10 days to reach the vendor and that they will be sent either electronically or by check. First Community National Bank is not liable for any service fees or late charges levied against me. I also understand that I am responsible for any loss or penalty that I may incur due to a lack of sufficient funds or other conditions that may prevent the withdrawal of funds from my account.

I acknowledge receipt of the current rules and agree to First Community National Bank Internet Banking Rules now in effect, or as they may be changed from time to time. My use of the Bill Pay Services signifies that I have read and accepted all the terms and conditions of First Community National Bank Internet Bill Pay. Please see your account disclosure for any fees and limitations associated with this service.

From time to time, we may wish to communicate with, or make special offers available to our Bill Payment customers by e-mail.

Is this acceptable to you? Yes _____ No _____

E-mail address: _____

Signature: We must have your signature on this form to process this information. After this agreement has been completed and mailed, a user kit will be generated and mailed to you. The system generated security code will be mailed separately and you will have the option of changing it.

First Community National Bank Use Only

Business Plan (Plan 3)

Internet ID: _____ Account Rep: _____

Signature: _____

Signature: _____

Date: _____

FIRST COMMUNITY NATIONAL BANK
BILL PAY AGREEMENT AND DISCLOSURE STATEMENT

THIS AGREEMENT AND DISCLOSURE STATEMENT (the "Agreement") governs your use of the First Community National Bank ("FCNB") Internet Bill Pay Services (the "Service"). As used in this document, the words "you" and "your" refer to the under sign's use of the service; the words "we", "us", and "our" refer to FCNB.

1. GENERAL PROVISIONS.

The Service is an Internet-based service that enables you to make payments to companies that send you bills or statements (each a "Biller"). FCNB's policies, procedures, and hardware and software compatibility requirements related to the use of the Service (the "Service Procedures") will be set forth at the FCNB website, www.fcnbanks.com, incorporated in the service screens or otherwise distributed to you in written form, including mailings from FCNB, and may be modified or amended by FCNB by posting same at the FCNB website or other distribution to you. The Service Procedures are part of this Agreement. By accepting below or otherwise using the Service, you agree to follow the Service Procedures, to use the Service only for bona fide and lawful purposes permitted under this Agreement (including the Service Procedures) and to update your software and hardware if necessary to use the Service.

2. CONSENT TO ELECTRONIC COMMUNICATION.

By accepting below or otherwise using the Service, you also agree that any and all disclosures and communications regarding the Service between you and FCNB or any third party, including FCNB Service provider utilized by FCNB for the bill pay service, may be made electronically, including in the case of FCNB, by posting to the FCNB website in accordance with applicable law. Any electronic disclosure or communication we make will be considered made when transmitted by FCNB and any disclosure or communication we make by posting to our website will be considered made when posted by FCNB.

3. PAYMENTS.

You may direct that payment be made to any third party by using the Service. You must designate an eligible deposit or other asset account ("Payment Account") at FCNB from which payments will be made using the Service. You agree that, by scheduling and directing a payment, you authorize FCNB, and its agents, and associated Service providers to initiate debit entries to your Payment Accounts in such amount, and to initiate any debit or credit entries to your Payment Accounts necessary to correct any error in a payment. You also authorize FCNB to debit or credit your Payment Accounts in the amount of such payments or corrections. You promise that you will have all necessary rights, powers, and authority to authorize each such payment. This authorization shall remain in full force and effect until FCNB has received actual notice from you of your termination of such authorization in such time and in such manner as to afford FCNB and any of its agents, and related Service Providers reasonable opportunity to act on it.

We will transfer your funds to each respective third party in accordance with procedures reasonably designated to enable such third parties to credit your account with them as of the date you schedule. Transfers made by us in this manner will be considered timely under this Agreement and we will have no responsibility for any failure by any third party to provide timely credit on your account.

The amount of funds you may send using the Service also is limited by the amount of available funds you have in your Payment Account. You agree to insure that there are sufficient funds in your Payment Account to satisfy payments that you have ordered and that we will have no obligation to complete a transaction if sufficient funds are not available. Payments are limited to domestic (U.S.) Parties and must be made in U.S. dollars. Other limitations on payment through the Service may be incorporated in the Service Procedures.

4. CANCELLING SCHEDULED PAYMENTS.

If you have told us in advance to make a payment out of your Payment Account, you can stop the payment by changing the payment instruction. The payment instruction is available for edit through the Service up to 3:00 o'clock p.m. (Central Time) the day before the payment is scheduled.

5. LATE FEE.

If you follow the Service Procedures, properly and timely schedule a payment to a third party to be made on or before its due date, and we do not complete the payment in a timely manner due to our negligence, we will seek to have the third party cancel or reverse any applicable late fees or charges.

6. PASSWORD - PERSONAL IDENTIFICATION NUMBER.

You must use a password to access the Service. You will be given a personal identification number ("PIN") for accessing your Payment Account and the Service. You are responsible for maintaining the confidentiality of your PIN in order to maintain the security of your account. Your PIN has the same effect as your written signature in connection with the Service and can be used to access money in your Payment Account. You should treat your PIN with the same degree of care and secrecy that you use to protect your other personal identification numbers or sensitive personal financial data. Remember that it is your responsibility to protect your PIN. You should: (i) choose a PIN that is easy to remember but difficult for someone else to guess; (ii) not give your PIN to anyone else to store your PIN on your computer; (iii) change your PIN often; and (iv) exit from the Service whenever you leave your computer. If you authorize any other person to use your PIN, such authorization shall be deemed without limitation, and FCNB and its agents and service providers, and any third party Billers shall be entitled to rely on any payment orders or other entries or instructions made by or on behalf of such person using your PIN until:

*you have revoked such authorization, changed your PIN, and provided us with written notice of such revocation, and

** we have had a reasonable time to act upon such notice.

7. YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS.

If you believe that your PIN has been lost or stolen or that someone has transferred or may transfer money from your Payment Account through the Service without your permission, please contact us at once at:

Telephone: (573) 775-2151
Address: P.O. Box 159, Steelville, Missouri 65565

Calling us is the best way to minimize possible losses. You should also contact any third party Biller at the telephone number and address they provide to you. You could lose all the money in your Payment Account (plus your maximum overdraft line of credit, if any) :

(i) if you believe your PIN has been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than fifty (\$50.00) dollars if someone used your PIN without your permission.

(ii) if you do not tell us within two (2) business days after you learn of the loss or theft and we can prove we could have stopped someone from using your PIN without your permission if you had told us, you could lose as much as five hundred (\$500.00) dollars.

(iii) also, if your statement shows transfers that you did not make, you must tell us at once. If you do not notify us within sixty (60) days after the bank statement was sent to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

(iv) if a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

8. IN CASE OF ERRORS OR QUESTIONS ABOUT THE SERVICE.

ALL QUESTIONS ABOUT TRANSACTIONS MADE WITH THE SERVICE MUST BE DIRECTED TO FCNB. We are responsible for the Service and resolving any errors in transactions made with the Service. Other questions related to your Payment Account should also be directed to us. Questions about entries on bills and statements that you receive through the Service, other than questions about payments made through the Service, must be directed to the Biller that sent the bill or statement to you.

Questions about payments made through the Service can be directed to FCNB by telephone or in writing as follows:

Telephone: (573) 775-2151
Address: P.O. Box 159, Steelville, Missouri 65565

We will send you any statements listing transactions that you make using the Service. Those transactions will appear only on statements issued by FCNB. You must verify the record of your payments with the payment account statement you receive from us. Telephone or write us at the address above as soon as you can if you think your statement is incorrect in connection with the transaction initiated through the Service or if you need more information about a transfer listed on the statement that was initiated through the Service. We must hear from you no later than sixty (60) days after we send you the first statement on which the problem or error appeared. You must provide us with the following information: (i) your name, your PIN, and your Payment Account number; (ii) a description of the error or the transaction you are unsure about and an explanation of why you believe there is an error or why you need more information; (iii) the dollar amount of the suspected error.

If you tell us orally, we may require that you send your complaint or questions in writing within ten (10) business days.

Within ten (10) business days after we hear from you, we will determine whether an error occurred and we will correct any error promptly. If we need more time however, we may take up to forty-five (45) days to investigate your complaint or questions. If you need more time, we will provisionally credit your account within ten (10) business days for the amount you think was in error, so that you will have use of the credit during the time it takes us to complete our investigation. We will inform you within two (2) business days after the provisional credit of the account and the date of the crediting. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. We will tell you the results of our investigation within three (3) business days after completing it. If we decide that there was no error, this will include a written explanation. You may ask for copies of the documents that we used in our investigation. If we credit your account while investigating the error, you must repay those funds to us if we conclude that no error has occurred.

9. OUR LIABILITY FOR FAILURE TO COMPLETE AN ELECTRONIC FUNDS TRANSACTION.

If we do not complete a transfer to or from your Payment Account on time or in the correct amount according to this Agreement, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (i) if, through no fault of ours you do not have enough money in your Payment Account to make the transfer.
- (ii) if the transfer would go over the credit limit on your overdraft line, if any.
- (iii) if the Service was not working properly and you knew about the breakdown when you scheduled the payment.
- (iv) if the failure is caused by an act or omission of someone other than us, such as a Biller or any provider of telecommunication services, Internet access, or computer equipment or software.
- (v) if circumstances beyond our control, such as a fire, flood, or other natural disaster, war, riot, strike, act of civil or military authority, equipment failure, computer virus, or failure or interruption of electrical telecommunications or other utility services, interfere with the transfer, despite reasonable precautions that we have taken.
- (vi) if your Payment Account is subject to legal process or restrictions in access.
- (vii) if you do not comply with the requirements of this Agreement, including the Service Procedures.
- (viii) if you had an opportunity to avoid or reduce any such losses or damages and you failed to do so.

10. BUSINESS DAYS.

For purposes of this Agreement, "business days" means Monday through Friday, except for federal holidays such as New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

11. FEES.

We will charge you a fee for the Service. We may also charge fees related to the account, including transaction fees, or fees for attempting transfers without sufficient funds. A schedule of fees for the Service and Payment Account fees are described in the FCNB Schedule of Fees. By signing the Agreement you acknowledge the receipt of a copy of the Schedule. FCNB reserves the right to change the fees. If the fees are changed, you will be given thirty (30) days prior notice. The notice may either be posted in the FCNB website, or sent to you by mail.

12. PRIVACY INFORMATION.

You acknowledge that FCNB will receive certain of your private and confidential information in connection with your use of the Service and that FCNB will not rent, sell, or otherwise make available to any third party for any reason any of your private or confidential information that personally identifies you, your Payment Account, or payments you make through the Service other than to provide the Service, advise credit reporting agencies, or comply with applicable laws or regulations, including government agencies or Court orders, unless you otherwise expressly agree. A copy of the FCNB Privacy Policy is available at any FCNB facility, and take the FCNB website. If at anytime you believe that FCNB has not adhered to the foregoing principals, please notify us at the address above and we will use commercially reasonable efforts to promptly determine and correct the problem.

13. WAIVER OF WARRANTIES AND DAMAGES.

Except as provided herein, the Federal Electronic Funds Transfer Act or as otherwise required by applicable law, you agree as follows: The services provided "as is" and with all faults, and FCNB hereby disclaims, for itself and its agents, and service providers, and each other entity involved in the provision of the Service, all warranties, either expressed, implied, or statutory, including but not limited to any implied warranties of merchantability, of fitness for a particular purpose and of lack of viruses.

In no event shall FCNB or any other entity involved in the provision of the Service be liable (a) for damages caused other than by its own negligence or intentional misconduct or (b) for indirect, special, incidental, or consequential damages whatsoever (including, but not

limited to, damages for lost profits, disclosure of confidential information, or loss of privacy), arising out of or any way related to the use of or inability to use the Service, even if FCNB has been advised of the possibility of such damages. In no event shall FCNB be liable for any act or omission of any third party (such as a third party biller, or any provider of telecommunications services, internet access or computer equipment or software) for any circumstances beyond our control (such as, a fire, flood, or other nature disaster, war, riot, strike, act of civil or military authority, equipment failure, computer virus, failure or interruption of electrical telecommunications or other utility services).

If, notwithstanding the foregoing disclaimers, FCNB or any other entity involved in the provision of the Service is held liable for any damages, you agree that FCNB and such entity shall in no event be liable for more than \$500.00 with respect to any claim or claims arising out of the same act or omission or series of related acts or omissions.

14. GOVERNING LAW.

This user agreement shall be governed by the law of the State of Missouri, without regard to any provisions relating to conflicts of laws, and by applicable federal law and regulation.

15. AMENDMENTS.

The terms of the Agreement may be altered or amended by FCNB from time to time. In such event, FCNB will send notice to you in accordance with applicable law. Any use of the Service after we send you a notice of change or post such change on our website will constitute your agreement to such change(s). You may terminate this Agreement as provided below if you do not agree with any such amendments.

16. TERMINATION OF SERVICE.

If you wish to discontinue the Service, you must contact us at the telephone number or address below, or send us a message through the Service. We must receive your notification ten (10) days prior to the termination date. The notice must be sent to:

Telephone: (573) 775-2151
Address: P.O. Box 159, Steelville, Missouri 65565

FCNB may suspend or terminate your access to the Service at any time, without notice, and for any reason. Except as warranted by risk to the security, privacy, or integrity of the Service, and the payments and data processed by us, we will attempt to provide you with prior notice of suspension or termination by posting at our website or otherwise sending notice of termination, but we are in no event obligated to do so. Neither termination or discontinuation of the Service shall affect your liability for transactions initiated through the Service using your PIN. If we terminate your service, transactions scheduled for dates after the date of termination will be cancelled.

17. ASSIGNMENT.

You may not assign the Agreement to any other party. FCNB may assign the Agreement to any current or future, directly or indirectly, affiliated company and to any successor of FCNB. FCNB may also assign or delegate certain of its rights and responsibilities under the Agreement to independent contractors or other third parties in its reasonable discretion.

18. ENTIRE AGREEMENT.

This Agreement, including the Service Procedures, is the complete and exclusive agreement between you and us related to the Service. In the event of a conflict between this Agreement and any other Agreement or disclosure related to your Payment Account or any statement by our employees or agents, this Agreement will control.

19. WAIVERS.

No delay or omission by us in exercising any rights or remedies under this Agreement will impair such right or remedy or be construed as a waiver of any such right or remedy. If we exercise any right or remedy, in whole or in part, that exercise will not prevent us from any further or future exercise of any such right or remedy or any other right or remedy. No waiver will be valid unless in writing signed by us.

20. HEADINGS.

Section headings are included in the Agreement for convenience or reference only and do not constitute a part of the Agreement for any other purpose.

21. COMMON FEES.

Some common Bill Pay Fees may include, but limited to, the following:

Stop Payment Fee.....	\$20.00 per item
Returned Item Fee.....	\$20.00 per item
Photocopy Fee.....	\$5.00 per item

By execution of this Agreement on the signature lines below, you acknowledge that you have read, understand, accept, and agree to the terms of the Agreement and Disclosure Statement.

DESIGNATION OF PAYMENT ACCOUNT

ACCOUNT # _____

Dated: _____ Signature: _____

Social Security #: _____

Dated: _____ Signature: _____

Social Security #: _____

FIRST COMMUNITY NATIONAL BANK

By: _____