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Mobile Deposit FAQ Back to Mobile Banking What is Mobile Deposit? - iPad/Tablets the device must be running iOS 7.1 or higher the device must be running Android 4.0 or higher Who can use Mobile Deposit? Is electronically depositing checks safe and secure? Are there any fees for Mobile Deposit? How do I endorse my check? How am I notified that my deposit has been made? What do I do with my paper check once I have deposited it electronically? When will my funds be available? How are deposited it electronically? When will my funds be available? How are deposited it electronically? When will my funds be available? How are deposited it electronically? When will my funds be available? How are deposited it electronically? When will my funds be available? How are deposited it electronically? When will my funds be available? How are deposited it electronically? When will my funds be available? How are deposited it electronically? When will my funds be available? 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Patriot Act Mobile Deposit Agreement Electronic Banking Rules Terms of Use REG CC - FUNDS AVAILABILITY POLICY DISCLOSURE PURPOSE OF THIS DISCLOSURE The information here describes our policy of holding deposited items in a transaction account before funds are made available to you for withdrawal. This is our Funds Availability Policy. In summary our policy is to make your funds available on the first Business Day after the day of deposit. Please refer to the section DETERMINING THE AVAILABILITY OF YOUR DEPOSIT for the complete policy. For purposes of this disclosure, the terms "you'/your" refer to the customer and the terms "our"/"we"/"us" refer to First Community National Bank. Generally, transaction accounts are accounts which would permit an unlimited number of payments by check to third persons, and also an unlimited number of telephonic and preauthorized transfers to third persons, and also an unlimited number of telephonic and preauthorized transfers to third persons, and also an unlimited number of payments by check to third persons or other accounts which would permit an unlimited number of payments by check to third persons or other accounts which would permit an unlimited number of payments by check to third persons. delay varies depending on the type of deposit and is explained below. When we delay your ability to withdraw funds from a deposit, you may not withdraw funds in cash, and we will not pay checks you have written on your account by using these funds. Even after we have made funds available to you and you have written on your account by using these funds. responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit. When we delay your ability to withdraw funds, the length of the delay is counted in Business Days from the day of your deposit. The term "Business Day" means any day other than a Saturday, Sunday or federally declared legal holiday, and the term "Banking Day" means that part of any Business Day on which we are open to the public for carrying on substantially all of our banking functions. If you make a deposit before 4:00 pm CST on a Business Day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 4:00 pm CST or on a day that we are not open, we will consider the deposit made on the next Business Day we are open. AVAILABILITY SCHEDULE Our policy is to make funds from your cash and check deposits available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use them to pay checks that you have written. HOLDS ON OTHER FUNDS FOR CHECK CASHING If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the deposit. HOLDS ON OTHER FUNDS IN ANOTHER ACCOUNT If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited and we decided to delay availability on the deposit. LONGER DELAYS MAY APPLY In some cases, we will not make all of the funds that you deposit by check available to you according to the previously stated availability schedule. Depending on the type of check that you deposit, funds may not be available until the second Business Day after the day of your deposit. The first \$225.00 of your deposits, however, may be available to you according to the previously stated available to you according to the previously stated available, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available. Funds you deposit by check may be delayed for a longer period under the following circumstances: (a) if you deposit will not be paid; (b) if you deposit will not be paid; (c) if you deposit will not be paid; (d) if you deposit a check that has been returned unpaid; (e) if you deposit will not be paid; (e) if you deposit will not be paid; (e) if you deposit will not be paid; (f) if you deposit will not be paid; (g) if you deposit will not be paid; (h) if you deposit will not be paid condition arises that would not enable us to make the funds available to you, such as the failure of communications equipment. We will notify you if we delay your available. They will generally be available no later than the seventh Business Day after the day of your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available. SPECIAL RULES FOR NEW ACCOUNTS If you are a new customer, the following special rules may apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first Business Day after the day of deposit if the deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first Business Day after the day of deposits of cashier's, traveler's, and federal, state and local government checks will be available on the first Business Day after the day of deposits of cashier's, traveler's, and federal, state and local government checks will be available on the first Business Day after the day of deposits of cashier's and federal, state and local government checks will be available on the first Business Day after the day of deposits of cashier's and federal, state and local government checks will be available on the first Business Day after the day of deposits of cashier's and federal, state and local government checks will be available on the first Business Day after the day of deposits of cashier's and federal, state and local government checks will be available on the first Business Day after the day of deposits of cashier's and federal government checks will be available on the first Business Day after the day of deposits of cashier's and federal government checks will be available on the first Business Day after the day of deposits of cashier's and federal government checks will be available on the first Business Day after the day of deposits of cashier's and federal government checks will be available on the first Business Day after the day of deposits of cashier's and federal government checks will be available on the first Business Day after the day of deposits of cashier's and federal government checks business Day after the day of deposits of
cashier's and federal government checks business Day after the day of deposits of cashier's and federal govern must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the Seventh Business Day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the First \$5,525 will not be available until the first Business Day after the day of deposit. Funds from all other check deposits will be available on the Business Day after the day of your deposit. FOREIGN CHECKS Checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Because of this we do not accept foreign checks Important Information About Your Account Substitute Checks with "substitute checks with "substitute checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions. What Are My Rights Regarding Substitute Checks? In certain cases, federal law provides a special procedure that allows you to request a refund for losses you may attempt to recover under this procedure may include the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If you use this procedure, you may be able to recover additional amounts under other law. If your account earns interest) within 10 Business Days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account. How Do I Make a Claim for a Refund? If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please call us at: 1-256-319-3600 or write to us at: First Community National Bank 402 West Main Street Steelville, MO 65565 (573) 233-1400 You may also email us at: info@meafinancial.com You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include: - A description of why you have suffered a loss (for example, you think the amount of your loss; - An explanation of why the substitute check and/or the following information to help us identify the substitute check such as the check number, the name of the person to whom you wrote the check, the amount of the check, the check of the check, the check of requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account or changes an existing account. This federal requirement applies to all new customers and current customers and current customers. This information is used to assist the United States government in the fight against the funding of terrorism and money-laundering activities. What this means to you: when you open an account or change an existing account, we will ask each person for their name, physical address, mailing address, date of birth, and other information that will allow us to identify them. We will ask to see each person's driver's license and other information that will allow us to identify them. record information from each of them. MOBILE DEPOSIT USER AGREEMENT This Mobile Deposit User Agreement ("Agreement") contains the terms and conditions for the use of First Community National Bank ("bank", "us", "our", or "we") may provide to you ("you," or "User"). Other agreements you have entered into with First Community National Bank, as applicable to your First Community National Bank account(s), are incorporated by reference and made a part of this Agreement, including the Online Banking Agreement. 1. Services. First Community National Bank's Mobile Deposit services ("Services") are designed to allow you to make deposits to your checking, savings, or money market savings accounts from home or other remote locations by capturing the image of a check and delivering the image of a check and delivering the image of these Terms. Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change at any time. We will notify you of any material change via e-mail, text message, or on our website by providing a link to the revised Agreement. Further, First Community National Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services. on our website to notify you of these interruptions in Service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you. 4. Hardware and Software as specified by First Community National Bank. See www.fcnb.com for current specifications. First Community National Bank is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation. 5. Fees. A per deposit item fee may be charged for the Service. You are responsible for paying the fees for the Service at any time pursuant to the section titled "Acceptance of these Terms" abov e. You authorize First Community National Bank to deduct such fees from the same bank account as your mobile deposit. 6. Eligible items. You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to First Community National Bank is converted to an image for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code. You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items: Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into. Checks containing an alteration on the front of the account on which the check is drawn. Checks payable jointly, unless deposited into an account in the name of all payees. Checks previously converted to a substitute check, as defined in Reg. CC. Checks drawn on a financial institution located outside the United States. Checks that are remotely created checks, as defined in Reg. CC. Checks not payable in United States currency. Checks dated more than 6 months prior to the date of deposit. Checks or items prohibited by the bank's current procedures relating to the services or which are otherwise not acceptable under the terms of your account. Checks with any endorsement on the back other than that specified in this agreement. Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution. Checks that have previously been deposited in any way via any method at First Community National Bank or any other financial institution. 7. Endorsements and Procedures. You agree to restrictively endorse any item transmitted through the Services as "For Mobile Deposit Only" or as otherwise instructed by First Community National Bank. You agree to follow any and all other procedures and instructions for use of the Services as First Community National Bank. You agree to follow any and all other procedures and instructions for use of the Services as First Community National Bank may establish from time to time. 8. Receipt of Items. We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from First Community National Bank that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at anytime, any item that we subsequently determine was not an eligible item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of annual countries. ineligible item. 9. Availability of Funds. Checks deposited on that business day and subject to the Funds Availability disclosure provided during account opening. Otherwise, we will consider that the deposit was made on the next business day we are
open. Funds deposited using the Services will generally be made available on the first business day after the day of deposit. 10. Disposal of Transmitted Items. Upon your receipt of a confirmation from First Community National Bank that we have received an image that you have transmitted, you agree to prominently mark the item as "Electronically Presented", "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. You agree to re-present the item. You agree to destroy the check that you transmitted. During the time the retained check is available, you agree to properly handle the check and upon request, promptly provide it to First Community National Bank. 11. Deposit Limits. We reserve the right to and may establish limits on the dollar amount and/or number of items or deposit If we permit you to make a deposit in excess of these limits, such deposit at other times. 12. Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in First Community National Bank's sole discretion subject to the agreements governing your account. 13. Errors. You agree to notify First Community National Bank of any suspected errors regarding items deposited through the Services immediately, and in no event later than 30 days after the applicable First Community National Bank account statement is sent. Unless you notify First Community National Bank within 30 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against First Community National Bank for such alleged error. 14. Errors in Transmission. By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. First Community National Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors. 15. Image Quality. The image of an item transmitted to First Community National Bank using the Services must be legible, as determined in the sole discretion of First Community National Bank. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by First Community National Bank, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association. 16. User Warranties and Indemnification You warrant to First Community National Bank that: You will not transmit duplicate items. You will not re-deposit or re-present the original item. All information you provide to First Community National Bank that: You will not re-deposit or re-present the original item. All information you provide to First Community National Bank that: You will not re-deposit or re-present the original item. All information you provide to First Community National Bank that: You will not re-deposit or re-present the original item. All information you provide to First Community National Bank that: You will not re-deposit or re-present the original item. You are not aware of any factor which may impair the collectability of the item. You agree to indemnify and hold harmless First Community National Bank from any loss for breach of this warranty provision. 17. Cooperation with Investigations. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions. 18. Termination. We may terminate this Agreement at any time, for any reason, and without notice. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of your account agreement or any other agreement with us. 19. Enforceability. We may waive enforcement of any provision of this Agreement. No waiver of a breach of the Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law. 20. Ownership & License. You agree that First Community National Bank retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to First Community National Bank's actual or potential economic disadvantage in any aspect. You may use the Services only in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services. 21. DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED, 22. LIMITATION OF LIABILITY, YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE, OR THE TERMINATION OF THE USE OF THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER signature. Items that cannot be deposited No foreign checks No Bonds No 3rd party checks No returned or re-deposited items No rebate checks * May not be able to image Money orders other than Western Union Note: Cutoff time for submitting deposits is 4:00 p.m. Central Time (M-F) Message and data rates may apply. Please check with your communications service provider for access rates, texting charges, and other applicable fees. ELECTRONIC BANKING RULES 1. In order to participate in First Community National Bank Account. If you are applying for Electronic Banking services, you must be the sole or joint owner of the bank account(s) for which Electronic Banking services apply and you must have full signing authority on the account(s), notification must be immediately provided to First Community National Bank. You will be given a User Name(s) and Password(s) for accessing your bank account(s) using Electronic Banking Services. You are responsible for maintaining the confidentiality of your User Name(s) and Password(s) in order to maintain the security of your user Name(s) and Password(s) or unauthorized use of the Electronic Banking Services by a person utilizing your User Name(s) and Password(s). You agree to release and waive any claims against First Community National Bank based on such unauthorized use. 2. You have the right to terminate Electronic Banking services at any time upon delivery of written notice to First Community National Bank. First Community National Bank has the right to terminate its obligation to provide Electronic Banking Services to you upon ten days prior written notice. If account is inactive for a period of six consecutive months, FCNB may terminate your Electronic Banking Service without written notice to you. 3. You understand and agree that any First Community National Bank Electronic Banking transaction which results in a negative account balance may be refused by First Community National Bank has the right to change the fees for Electronic Banking Services upon 30 days prior written notice to you. In addition, First Community National Bank has the right to amend these rules from time to time providing you with a copy of the amended rules. 5. You must have a First Community National Bank checking account for Online Bill Payment services. If you use First Community National Bank checking account for Online Bill Payment services. If you use First Community National Bank checking account for Online Bill Payment services. If you use First Community National Bank checking account for Online Bill Payment services. If you use First Community National Bank checking account for Online Bill Payment services. that occur for reasons beyond the Bank's control. 6. You agree to waive and release any claims against First Community National Bank arising out of, or in any way related to, Electronic Banking Services except for those claims resulting solely from the negligent acts or omissions of the Bank. 7. The fees you incur for Internet access shall be your sole responsibility. 8. It is your sole responsibility to ensure your device(s) are compatible with and capable of operating in a manner that allows you to utilize Electronic Banking Services securely, including, but not limited to, installing current software manufacturer provided patches and current anti-virus/anti-spyware software. 9. Any new accounts opened that you are a Primary or Joint Owner of will automatically be added to your Online Banking account. By accepting and utilizing First Community National Bank Online Services, I hereby agree to the First
Community National Bank Online Services, I hereby agree to the First Community National Bank's Electronic Banking Rules set forth above. ONLINE BILL PAY AGREEMENT AND DISCLOSURE STATEMENT THIS AGREEMENT AND DISCLOSURE STATEMENT (the "Agreement") governs your use of the First Community National Bank ("FCNB") Online Bill Pay Services (the "Services"). As used in this document, the words "you" and "your" refer to the undersigned'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 or www.fcnb.com, incorporated in the service screens or otherwise distributed to you in written form, including mailings from 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 Procedures, to use the Service Procedures, to use 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 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 Account") at FCNB from which payment, 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 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. 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 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 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 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 INDENTIFICATION NUMBER. You must use a password for accessing your Payment Account and the Service. You are responsible for maintaining the confidentiality of your password in order to maintain the security of your account. You should treat your password 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 password to anyone else; (ii) not store your password on your computer; (iv) change your password often; and (v) exit from the Service whenever you leave your computer. If you authorize any other person to use your password, 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 password until: *you have revoked such authorization, changed your password, 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 password 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) 233-1400 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 password 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 password 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 password 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, must be directed to FCNB by telephone or in writing as follows: Telephone: (573) 233-1400 Address: P.O. Box 159, Steelville, Missouri 65565. We will send 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. 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; (ii) a description of the error or the transaction you are unsure about and an explanation 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 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 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 investigation 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, Independence Day, Independen schedule of fees for the Service and Payment Account fees are described in the FCNB 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 on the FCNB website, or sent to you by mail. If your account is inactive for a period of 90 consecutive days, FCNB may terminate your Online Bill Pay Service without written notice to you. 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 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 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 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 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 of 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) 233-1400 Address: P.O. Box 159, Steelville, Missouri 65565. FCNB may suspend or terminate your access to 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 on our website or otherwise sending notice of termination, but we are in no event obligated to do so. Neither termination provide you with prior notice of suspension or termination provide you with prior notice of suspension or termination provide you with prior notice of suspension or termination provide you with prior notice of suspension or termination provide you with prior notice of suspension or termination provide you with prior notice of suspension or termination provide you with prior notice of suspension or termination provide you with prior notice of suspension or termination provide you with prior notice of suspension or termination provide you with prior notice of suspension or termination provide you with prior notice of suspension or termination provide you with prior notice of suspension prior notice prior no password. 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 other party. FCNB may assign the Agreement to any other party. 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 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. First Community National Bank may charge additional fees. See FCNB's common features for more details. By accepting and utilizing First Community National Bank on the terms of the Agreement and Disclosure Statement. TERMS OF USE THESE TERMS GOVERN THE USE OF THIS WEBSITE. PLEASE READ THEM CAREFULLY BEFORE ACCESSING THE WEBSITE OR ANY OF ITS PAGES YOU AGREE TO BE BOUND BY THESE TERMS OF USE. This website has been established by First Community National Bank for the sole purpose of conveying information that appears on this website should be considered an advertisement. Nothing contained in any page on this site takes the place of the bank's agreements and disclosures that govern its products and services. If any information on the site conflicts with that in the bank's agreements and disclosures that govern its products and services. If any information on the site conflicts with that in the bank's agreements and disclosures that govern its products and services. If any information on the site conflicts with that in the bank's agreements and disclosures that govern its products and services. If any information on the site conflicts with that in the bank's agreements and disclosures that govern its products and services. has no control over any other website and is not responsible for the content on any site other than this one. Users assume all responsibility when they go to other sites via the links on this page. The information and materials contained in this website are owned by the Bank or by others, as applicable. No material may be copied, displayed, transmitted, distributed, framed, sold, stored for use, downloaded, or otherwise reproduced except as permitted by law. The Bank makes no warranties of any kind regarding the products and services advertised on this site. The Bank will use reasonable efforts to ensure that all information displayed is accurate; however, the Bank expressly disclaims any representation and warranty, express and implied, including, without limitation, warranties of merchantability, fitness for a particular purpose, suitability, and the ability to use the site without contract, or otherwise), including direct, indirect, consequential and incidental damages, that result from the access of or use of this site. This limitation includes, but is not limited to the omission of information, the failure of equipment, the delay or inability to receive or transmit information, the failure of equipment, the delay or inability to receive or transmit information, the failure of equipment, the delay or inability to receive or transmit information, the failure of equipment, the delay or inability to receive or transmit information, the failure of equipment, the delay or inability to receive or transmit information, the failure of equipment, the delay or inability to receive or transmit information, the failure of equipment, the delay or inability to receive or transmit information, the failure of equipment, the delay or inability to receive or transmit information, the failure of equipment, the delay or inability to receive or transmit information, the failure of equipment transmission of any other malicious or disabling code or procedure. This limitation applies even if the Bank has been informed of the possibility of such loss or damage. This agreement may be changed from time to time by posting the new Terms of Use on the website.
All users agree to be subject to this agreement as it changes from time to time. This

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