# Terms and Conditions of Access

These Terms and Conditions were last updated: **December 1, 2012.**

These Terms and Conditions (“Terms”) govern your access and use of this United Stationers Supplier Portal (the “Service”) provided by United Stationers, Inc. (“The Company”). These Terms are subject to change by the Company at any time at its discretion and will be effective immediately upon posting a revision to the Terms on the Service. Any use of the Service constitutes your acceptance of the Terms currently posted on the Service. If you do not agree with the Terms you may not use the Service.

1. **Access**

The Service is not a public service or website. You represent and warrant that you have authority to access and use the Service and have used only the specific password assigned to you to do so. You agree that it is your responsibility to protect and maintain the security and distribution of your user name, password, and other information associated with your access to the Service. Failure to comply with these Terms may, at minimum, result in the immediate termination of your access to and use of the Service.

1. **Permitted Use**

You have a nonexclusive, nontransferable, limited, and revocable right to use the Service solely for the purposes of performing your duties as an employee, consultant or contractor of the Company and conducting business with the Company as a supplier of products or services. You agree that your use of the Service will be compliant with all applicable laws and regulations. Use of the Service or its Content in any way that might be harmful or detrimental to the Company is prohibited. You will not sue the Service for any other purpose without the Company’s express prior written consent. Any access or attempt to access other areas of the Company’s systems, data, or other information contained in the Service and systems for any purposes is strictly prohibited.

1. **Rights to Content**

You represent and warrant (1) you are the owner of all rights in and title to the Content you offer through the Service, or you are legally authorized or licensed by the owner of the Content to use the Content under the Terms; (2) the Content you offer through the Service and the use of the Content under the Terms do not breach any duty toward or infringe any rights of any person or entity including, without limitation, intellectual property rights, the right of publicity, the right to privacy, or rights or duties under consumer protection, product liability, tort, or contract theories, or constitute libel, slander or defamation, or include material which is obscene, pornographic, or adult-oriented; and (3) you are solely and exclusively responsible for the Content that you upload to the Service, and you shall make all reasonable efforts to verify that such Content is accurate, up-to-date and lawful. If you are providing Content (such as a QR code or Video URL) which links to a remote system or server, you further represent and warrant that you will guarantee uptime of 99.99% for the remote server and that the Content shall meet the above terms at all times.

You grant the Company a royalty free, worldwide, non-exclusive, license to use the Content, including reformatting, distributing, displaying and performing the Content publicly through the Service, in the Company and Partner’s print and electronic publications, and on the Company’s and Partner’s online services and websites.

1. **DISCLAIMER**

THE SERVICE IS PROVIDED FOR USE WITH ALL FAULTS, "AS IS" AND "AS AVAILABLE". THE COMPANY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, NON-INFRINGEMENT, TITLE, COMPATIBILITY, PERFORMANCE, SECURITY OR ACCURACY.

THE COMPANY DOES NOT WARRANT OR GUARANTEE ANY OUTCOME FROM YOUR USE OF THE SERVICE, INCLUDING WITHOUT LIMITATION, THE IMPACT OF USING THE SERVICE ON YOUR REVENUE.

The Company does not warrant or guarantee that any Content submitted through the Service, will be submitted or displayed, either temporarily, or indefinitely.

THE COMPANY DOES NOT WARRANT THAT THE SERVICE WILL OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER OR THAT THE SERVICE WILL ALWAYS BE AVAILABLE OR FREE FROM ALL HARMFUL COMPONENTS, OR ERROR, OR THAT THE SERVICE WILL BE IMMUNE FROM UNAUTHORIZED ACCESS.

1. **LIMITATION OF LIABILITY**

THE COMPANY, INCLUDING OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS AND AGENTS OF THE COMPANY DISCLAIM LIABILITY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE, OR ANY OTHER DAMAGE, AND LOSS (INCLUDING LOSS OF PROFIT AND LOSS OF DATA), COSTS, EXPENSES AND PAYMENTS, EITHER IN TORT, CONTRACTUAL, OR IN ANY OTHER FORM OF LIABILITY, ARISING FROM, OR IN CONNECTION WITH THE USE OF, OR THE INABILITY TO USE THE SERVICE, OR IN CONNECTION WITH ANY FAILURE, ERROR, OR BREAKDOWN IN THE FUNCTION OF THE SERVICE, ANY FAULT, OR ERROR MADE BY THE COMPANY STAFF OR ANYONE ACTING ON THE COMPANY'S BEHALF, ANY COMMUNICATION WITH THE COMPANY, ANY DENIAL, CANCELATION OR REVOCATION OF YOUR USER ACCOUNT, ANY CONSEQUENCES RELATING TO THE USE OF ANY APPLICATION, COMPUTER CODE AND OTHER TECHNOLOGICAL MEANS PROVIDED BY THE SERVICE, OR USED BY THE COMPANY TO PROVIDE AND ADMINISTER THE COMPANY'S SERVICES, ANY RETENTION, DELETION, DISCLOSURE AND ANY OTHER USE OR LOSS OF YOUR CONTENT OR PERSONAL DETAILS.

1. **Compliance with Law**

You will not use the Service to display, distribute or offer for use unlawful content, or content the publication of which is prohibited under any applicable law, including by court injunctions or restraining orders; You agree to:(1) comply, at your expense, with all statutes, regulations, rules and ordinances of any governmental body, department or agency which apply to or result from your obligations under these Terms; (2) take full account for all acts or omissions associated with your access or use of the Service; (3) comply with all instructions and technical specifications provided by the Company to enable the proper functionality of the Service; and (4) communicate your requests, queries and other submissions with respect to the access or use of the Service, directly and only to the Company.

1. **Indemnification**

You agree to indemnify, defend and hold harmless, the Company and its managers, directors, shareholders, employees, sub-contractors and agents, at your own expense and immediately after receiving a written notice from the Company, from and against any damages, loss, costs, expenses and payments, including reasonable attorney's fees and legal expenses, resulting from any complaint, claim, or demand, arising from, or in connection with your use of the Service, or your breach of the Terms, or your infringement of third parties' rights, including intellectual property rights.

1. **Choice of Law and Venue**

The use of this Service and any and all disputes related thereto are governed by the laws of the State of Illinois, excluding conflict of law rules, and venue shall be in the state or federal courts located in Illinois.