



Vendor Web Portal Payment Access

Set Up Form

<input type="checkbox"/> Vendor Name:

<input type="checkbox"/> Broker Name:

For questions regarding access to the Vendor Web Portal contact: Vendor Maintenance 323-881-4220

FINANCIAL Permission to Payment Information (allow web access to payment and deduction information)		
User Name:	Position Title:	
Phone #:()	FAX #:()	Email Address:
Grant Broker Representatives Permission to View Deduction Information		<input type="checkbox"/> Yes <input type="checkbox"/> No

As a designated fiduciary member of named company, I hereby acknowledge the users identified above are authorized representatives of said company and as such, have been designated by management as the primary organization administrator (ORG ADMIN) for Unified's Vendor Portal service. **In this capacity, your designated ORG ADMIN will be responsible for issuing and maintaining user access ID's within the company and upon need, will promptly change or terminate access to this service.** User access ID's must only be provided to individuals who are authorized to perform specific services on behalf of the company. Unified Grocers is entitled to act on instructions received under these passwords. All associated electronic transactions, records or agreements based on information received from these ID's shall become legally binding.

Link to Instructions for Managing Vendor Web Access: <http://www.unifiedgrocers.com/>

Security or Financial Management Level Signature:	Title:	Date Signed:
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Fax completed form to: (323) 729-6610, Attn: Vendor Maintenance Desk

INTERNAL use only

Set Up by:	Accts Payable	Date:	Set Up by:	Procurement	Date:
<input type="checkbox"/> Vendor #	V _ _ _ _ _		<input type="checkbox"/> Broker #	B _ _ _ _ _	

Fax or forward completed form to: **Accounts Payable -Vendor Maintenance Fax (323) 729-6610.**



Unified Grocers, Inc.
P.O. Box 513396
Terminal Annex
Los Angeles, CA 90051

Memberlink Agreement for Vendors

This agreement is entered into as of the ___ day of _____, 20_ (“the “Agreement”) by and between Unified Grocers, Inc. (UNIFIED) and _____ (“Vendor”) and governs Vendor’s use of the electronic services provided by UNIFIED, as an accommodation by UNIFIED for its Members and the vendors from whom it purchases products, through its e-commerce platform, Memberlink (“Memberlink”). By completing the membership registration process, which includes signing and returning this Agreement and a Memberlink Set-up Form to UNIFIED, Vendor expressly agrees to be bound by the terms and conditions herein, as well as any other terms and conditions of use that may be posted on the Memberlink website, currently located at www.unifiedgrocers.com (the “Website”).

Username and Passwords; Authorized Uses

Once UNIFIED has received a signed copy of this Agreement and a completed Memberlink Set-up Form, and UNIFIED has approved Vendor’s participation in Memberlink, UNIFIED will issue to Vendor usernames and passwords (“User Names and Passwords”). Vendor may distribute such user names and passwords to its employees and agents whom it has authorized to transact business on the Website on behalf of Vendor. Individuals who have been given a user name and password by Vendor are referred to herein as “Authorized Users.” It is the responsibility of the Vendor to inform UNIFIED if there are any changes to Vendor’s Authorize Users. Removal of Authorized Users is effective upon UNIFIED’s deactivation of the applicable passwords.

Vendor, through its Authorized Users, may post product descriptions, prices, promotions, product availability dates and other information about the products it sells or makes available to UNIFIED (collectively, “Product Data”). By posting Product Data, Vendor warrants the accuracy of such data and agrees to honor such Product Data for the period of time specified by Vendor. No Product Data, including without limitation, product numbers, prices, availability or delivery dates, shipping instructions or packaging, may be changed except through the Website or in writing to UNIFIED.

Any transactions conducted and/or agreements entered through the Site by Authorized Users shall be binding upon Vendor and UNIFIED. UNIFIED is not responsible for any errors or unauthorized postings or transactions by Vendor and/or its Authorized Users. Vendor is entirely responsible for all activities conducted on the Website by its Authorized Users. Vendor must immediately notify UNIFIED if Vendor becomes aware of any unauthorized use of the Website.

Updating Website and Policies

UNIFIED may, at its sole discretion: (i) change, upgrade, or discontinue any feature of Memberlink or the Website including content, hours of availability and equipment required for access and (ii) change or amend terms and conditions of use that appear on the Website. Vendor is responsible for ensuring that its Authorized Users regularly review the Website for such changes. Vendor’s continued use, by any of its Authorized Users, of Memberlink after any such changes or amendments will be deemed to constitute Vendor’s acceptance of such changes or amendments.

Ownership and Intellectual Property Rights

UNIFIED is the exclusive owner of all rights in Memberlink and the Website, including, without limitation, all intellectual property rights inherent therein and/or appurtenant thereto.

Disclaimer of warranties; Limitation of liability; Indemnification

NEITHER UNIFIED NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, INFORMATION PROVIDERS, LICENSORS OR LICENSEES ENDORSE, REPRESENT OR WARRANT THE ACCURACY, RELIABILITY, TIMELINESS, OR COMPLETENESS OF ANY MATERIAL ON THE WEBSITE OR THAT THE SAME IS NON-

DEFAMATORY, NON-INFRINGEMENT OF COPYRIGHT OR OTHER RIGHTS, OR OTHERWISE LAWFUL. VENDOR ACKNOWLEDGES THAT ANY RELIANCE ON OR USE OF SUCH OPINION, STATEMENT, OR MATERIAL SHALL BE AT VENDOR'S SOLE RISK. NEITHER UNIFIED NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, INFORMATION PROVIDERS, LICENSORS OR LICENSEES WARRANT THAT THE WEBSITE WILL BE AVAILABLE ON A TIMELY BASIS. THE WEBSITE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL UNIFIED OR ITS OFFICERS, DIRECTORS, EMPLOYEES AGENTS, REPRESENTATIVES, INFORMATION PROVIDERS, LICENSORS OR LICENSEES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE, OR INABILITY TO USE, THE SITE OR ANY OTHER CLAIM. IN NO EVENT SHALL UNIFIED OR ITS OFFICERS, DIRECTORS, EMPLOYEES AGENTS, REPRESENTATIVES, INFORMATION PROVIDERS, LICENSORS OR LICENSEES BE LIABLE FOR ANY DIRECT DAMAGES IN EXCESS OF THE AMOUNT PAID BY MEMBER TO UNIFIED WITHIN THE SIX MONTHS PRIOR TO THE DATE ON WHICH A CLAIM AROSE. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD UNIFIED AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND AFFILIATES HARMLESS FROM ANY AND ALL CLAIMS, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING IN ANY WAY FROM YOUR USE OF THE SITE, YOUR PLACEMENT OR TRANSMISSION OF ANY MESSAGE, CONTENT, INFORMATION, SOFTWARE OR OTHER MATERIALS THROUGH THE SITE, YOUR TRANSACTION, INTERACTION OR RELATIONSHIP WITH OTHER USERS, OR YOUR BREACH OR VIOLATION OF THIRD PARTY RIGHTS, THE LAW OR THESE TERMS AND CONDITIONS.

Termination

UNIFIED reserves the right to terminate, in its sole discretion, Vendor's membership or participation in Memberlink and/or at any time or block Vendor's access to the Website, for any reason, including without limitation, Vendor's breach of this Agreement. Vendor may terminate its membership or participation in Memberlink at any time, upon written notice to UNIFIED. If Vendor objects to any part of this Agreement or any subsequent modifications thereto, or to any terms or conditions of use posted on the Website, Vendor's sole and exclusive remedy is to discontinue Vendor's use of Memberlink and terminate its membership in Memberlink. UNIFIED shall have no liability arising from the termination of Vendor's membership in Memberlink.

Governing law; exclusive jurisdiction

This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement or the Website, shall be governed by, construed and enforced in accordance with, the laws of the state of California (excluding any conflict of laws provisions of the state of California that would refer to and apply the substantive laws of another jurisdiction). Any suit or proceeding relating to this Agreement shall be brought in the courts, state and federal, located in or having jurisdiction over Los Angeles County, California. Vendor hereby consents to the exclusive personal jurisdiction and venue of the courts, state and federal, located in or having jurisdiction over Los Angeles County, California.

Vendor Name:	
Approved by Management / Officer:	Print Name:
Title:	Date: