ClubRunner™
Connect. Collaborate. Communicate.

DISTRICT ORDER FORM

Database & Communication Package

Your Account Information

District Name:

Contact Person's Name:

Daytime Phone Number:

Email Address:

Mailing Address:

City: State/Prov: Zip/PC:

Signature/Initials: Date:

By signing, you are agreeing to the terms and conditions specified in the ClubRunner Subscription Agreement (page two).

3 Easy Ways To Order

FAX toll-free to
1-877-787-7772
International fax:
+1-905-829-2729

SCAN and EMAIL to
orders@clubrunner.ca

MAIL to **ClubRunner**
2060 Winston Park Drive,
Suite 102
Oakville, ON, L6H 5R7
Canada

Questions? Call us at **1-877-469-2582**
International: +1-905-829-5299

Pricing Chart

Please select the version for your District size	✓	*Admin Version	✓	*Full Version
Small Less than 2000 members		**$109**		**$129**
Medium Between 2000 and 3000 members		**$119**		**$149**
Large Between 3000 and 5000 members		**$139**		**$199**
Larger Districts Please Call for Quote				

Discounting Options for Clubs

Contact us at 1-877-469-2582 or salesinquiry@clubrunner.ca to learn more about how clubs in your District can save with our **District-Club Partner Program**. **Applicable only during the District's first year.*

Additional Charges

☑ Mandatory one time setup fee of $499

❒ ClubRunner banner advertising removal $350/yr

❒ Custom domain name registration OR ❒ Transfer
$29.95 per year x ____ years (minimum 3)
Requested name: _____

Order domains, extra hosting, email accounts, and more options online at www.mydomainrunner.com.

Payment Options

You will be emailed an invoice to the address you indicated above, payable by check. To copy another email, specify here:

***Important! Please read.** Subscriptions are ordered annually, payable in advance. A mandatory one time setup fee of $499 applies at the start of the first year. Pricing schedule above gives a comparison of the Admin Version and the Full Version and lists the monthly subscription fee. The Admin Version does not include access to create or maintain a complete district website with unlimited pages or photo albums. The ClubRunner wide banner advertising is only applicable to the Full Version. To opt out of the ad-supported version, choose the Advertising removal option above. Note this is separate from your own site sponsors, which is a feature included in all websites. **Please note that there are no refunds available for domain name registrations, so check this name carefully, including the extension requested (i.e.: .org or .com).** All prices quoted in US dollars for customers outside Canada and in Canadian dollars for Canada. All fees are subject to 13% HST tax for Canadian customers only, where applicable by law.

How Did You Hear About Us?

We'd like to know how you heard about ClubRunner!
Please check all that apply:

❒ A club or District using ClubRunner. Specify: .....
❒ Conference or training session. Specify: .....
❒ Ad on website or directory. Specify: .....
❒ Search engine. Specify: .....
❒ Direct mail or package. Specify: .....
❒ Other: .....

30 Day Satisfaction Guarantee

100% SATISFACTION GUARANTEE

We want you to love your ClubRunner site. Each subscription comes with a **30 day** full money back guarantee. If you are not 100% satisfied with your new ClubRunner site, just let us know within thirty days of the start of your subscription, and we will refund your fees, including the setup fee! Please call for details.

ClubRunner Subscription Agreement

This ClubRunner Subscription Agreement represents the complete Agreement and understanding between Doxess (Infotech Business Centre Inc.), headquartered at 2060 Winston Park Drive, Suite 102, Oakville, Ontario, L6H 5R7 (hereinafter "Doxess"), and the District requesting a subscription (hereinafter the "District") and supersedes any other written or oral agreement. Upon notice, Doxess may modify the terms and conditions contained herein and may discontinue or change the services offered in the event of failure to comply with the following provisions.

WHEREAS, the District wishes to subscribe to the ClubRunner Internet service; and
WHEREAS, Doxess is interested in offering the District such a service;
WHEREAS, the District and Doxess mutually desire to set forth the terms applicable to such association;

NOW, THEREFORE, for the mutual consideration set forth herein, the adequacy of which is hereby acknowledged, the District and Doxess, intending to be legally bound, hereby agree as follows:

SECTION ONE: DEFINITIONS

1.1 – **HTML** means the series of commands for formatting Web Pages known as Hypertext Markup Language, and shall include any current and future extensions thereto, whether or not the extensions are commonly viewed as "official".
1.2 – **Internet** means the world-wide network of computers commonly understood to provide some or all of the following features, among others: electronic mail, file transfers through File Transfer Protocol ("FTP"), Telnet access to local and remote computers, UseNet Newsgroups, Gopher access to information on local and remote computers, Wide Area Information Servers, and World Wide Web access.
1.3 – **District Web Site** means the ClubRunner web page set up by Doxess for the District.
1.4 – **Administrative Site** means the part of the District website accessible through a login.
1.5 – **External Web Site** means any Web Page or other material that can be accessed using a Web Browser and that is not part of Doxess' or the District's Web Site.
1.6 – **Home Page** is the first page that displays when accessing a Website.
1.7 – **Web Browser** means software designed to allow interactive access to the World Wide Web (and in some cases to other Internet resources as well), currently supporting Microsoft Internet Explorer.
1.8 – **Database Administrative & Communication Package** includes all basic modules of ClubRunner, and excludes Photo Albums and a complete District Web Site.

SECTION TWO: TERMS AND CONDITIONS

2.1 – Scope
This agreement details the terms and condition under which the District will receive the ClubRunner service from Doxess.
Under the terms of this agreement the District will be entitled to a web site that displays the District's stories, events, news and other services available.
The site contents and intended purpose is for District members to share and collaborate on District and club-related issues and events, and may not be expanded beyond the interest of the District and club activities.
The contents of the web site should be in line with the District's policies and practice and may not include any illegal or potentially offending material to the public. In addition, any content and/or graphics posted on the District's web site must adhere to copyright laws within the governing country or countries within the scope of the District. The District is fully responsible for any accusations made regarding copyright infringement and Doxess relinquishes all liability and will not be occupied in any legal action for the content and/or graphics in question. Doxess reserves the right to terminate this agreement at any time if the content, message or attitude of the District site is deemed controversial or offensive to the public. This decision is made at Doxess' discretion. Doxess will be free to do so without prior notice and/or explanation. In such case the District agrees that there will be no monetary refund of any prepaid fees for the subscription services.
The District will be entitled to a website accessed with an address as a subdirectory of the ClubRunner URL. For example, www.clubrunner.ca/7080. The District may register their own domain name at their expense and link to the ClubRunner site through Domain Forwarding. Each member of the District will have access rights to the Administrative Site, including a login name and password, which is maintained by the member or the District Site Administrator.
2.2 – Usage Guidelines
Email traffic, bandwidth and storage usage for the ClubRunner service is imposed to be within a reasonable limit, to prevent system interruptions and ensure optimal performance of all District databases for the entire ClubRunner network. These include the amount and sizes of uploaded documents and photos. Photos are compressed automatically to reduce space usage and maximize the total amount of photos accepted. District sites should display a reasonable amount of information on each page to promote frequent visits, resulting in best possible site traffic and an enhancement of the District's public image. These terms are in place to ensure acceptable response times for the ClubRunner service and to guarantee equal opportunity to the entire network of users. If the District exceeds the reasonable email traffic, bandwidth and storage boundaries recommended, the District will be sent a courtesy notice with suggestions on how to maximize web site performance.
2.3 – Organizational Charts and Listings
Executive and Director Positions and other Organization chart details are to be defined and assigned by the District. Doxess reserves the right to change the specifications and layout of the ClubRunner program without prior notice.
2.4 – Advertising
The ClubRunner Site pages and emails sent from ClubRunner will contain advertising. This advertising is controlled by Doxess according to strict acceptance guidelines. The District has the option to remove the advertising but this will incur an increase of the subscription fee by $350/year.
2.5 – ClubRunner Quarterly Newsletter
ClubRunner issues a quarterly bulletin notifying users of system updates, case studies, as well as membership articles that we feel would be of value to subscribers. By default all members of a District are enrolled in this newsletter. Members can opt out through an unsubscribe link, updating their email preferences within their member profile or by contacting bulletin@clubrunner.ca.

SECTION THREE: FEE STRUCTURE

3.1 – Cost of Subscription
All prices quoted in U.S for districts outside Canada and Canadian dollars for Canadian Districts. In order to set up the and upload any membership data, the District will be subject to a Setup Fee of $499. In addition, the District will pay an annual subscription fee, dependent on the total member count at the time of sign-up. Your district can upgrade from the Database Administration & Communications Package to the full version at any time during the subscription period. Fees for the upgrade will be pro-rated based on the total number of months remaining in the annual subscription. Subscription renewal charges will be based on the District membership at the renewal time. Doxess reserves the right to review the price structure and apply it to all Districts or only to select Districts as and when necessary. When such action becomes necessary a 90-day notice will be given.
3.2 – Agreement Period & Renewal
This Agreement will be valid for 12 months from the date the Site is created, and will automatically be renewed for another 12 months provided renewal fees are received not more than 30 days after the Renewal Date. In 30 days the service will be discontinued without notice, and reinstating the service will be subject to the setup fee at the time.

SECTION FOUR: RIGHTS AND LIABILITIES

4.1 – Limitation of Liability
It is expressly agreed that Doxess' maximum liability for damages hereunder, regardless of the form of legal action, whether in contract or in tort, including negligence, shall in no event exceed the actual subscription payment received by Doxess for the services pursuant to this Agreement during the last 12 months of this Agreement.
4.2 – Service Availability and Response Time
Doxess will exert its best possible effort to ensure the availability and response time of ClubRunner. The District acknowledges that it will accept this service on an as-is basis, and no guarantees would be implied on either availability hours or response time.
4.3 – No Consequential Damages
In no event shall Doxess be liable hereunder for special, indirect or consequential damages, including, but not limited to, loss of profits, loss of revenue, loss of use or loss of data, even if advised of the possibility thereof, or, if reasonably foreseeable, incurred by the District or claimed against the District by any other party, nor shall Doxess be held liable for any damages whatsoever resulting from an event of force majeure. Doxess' liability for death or personal injury resulting from the negligence of Doxess or that of its employees or agents or in relation to any other liability which may not by applicable law be excluded or limited is not excluded or limited and nothing in this agreement shall be construed as an attempt to exclude or limit such liability.
4.4 – Ownership Rights
Doxess retains all ownership rights on ClubRunner, including the District web site. All work created by Doxess is protected by Copyright law. ClubRunner is a registered trademark of Doxess. Any unauthorized use or duplication of Doxess' work, including but not limited to HTML, ASP, ASPX, JavaScript, VBScript code, logos, page design or layout, themes, stylesheets and/or data is illegal, and will be prosecuted to the fullest extent of the law.
4.5 – Domain Name Ownership Rights
In the event that a district transfers the management of their domain name to ClubRunner or has ClubRunner register a domain name on their behalf, all ownership rights to that domain belong solely to the customer. Doxess does not express ownership rights on any domain registrations or transfers initiated on behalf of a district. A district can request to have this name transferred to their own account or management at any time although refunds will not be issued.
4.6 – Governing Law
This Agreement shall be governed by the laws of the Province of Ontario, Canada. ClubRunner is protected by international copyright laws.
4.7 – Privacy
None of your personal information will ever be shared, rented, sold or otherwise released to any third party. You can read our Privacy Policy in its entirety at http://web.clubrunner.ca/privacy-policy.