## Your Account Information

| Club Name: |  |
| Contact Person’s Name: |  |
| Daytime Phone Number: |  |
| Email Address: |  |
| Club 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 400
  - Oakville, ON, L6H 5R7
  - Canada

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

## Additional Charges

- **ClubRunner banner advertising removal**
  - $100/yr
- **Domain name registration** OR **Transfer**
  - $40 per year x [ ] years (min. 3 years)
  - $35 per year x [ ] years (min. 5 years)
  - $30 per year x [ ] years (min. 8 years)

Requested name: [ ]

- **We will manage our own domain name** $35/year

## Payment Options

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

## How Did You Hear About Us?

- [ ] A club or district using ClubRunner. Specify: ...........................................
- [ ] Conference or training session. Specify: ...........................................
- [ ] Ad on website or directory. Specify: ...........................................
- [ ] Search engine. Specify: ...........................................
- [ ] Email from ClubRunner. ...........................................
- [ ] Other: ...........................................

## 30 Day 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, just let us know within 30 days of the start of your subscription, and we will refund your fees, including the setup fee! Please call for details.

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*Important! Please read.* Subscriptions are ordered annually, payable in advance. A mandatory one-time setup fee applies at the start of the first year. Pricing above refers to websites that include ClubRunner wide banner advertising. To opt out of ads, choose the Advertising Removal option above. 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). Domain registrations and transfers are optional and must be done in minimum increments of 3, 5 or 8 years. If your club would like to manage your own domain, a yearly fee of $35 applies. All prices quoted in US dollars for customers outside Canada, and in Canadian dollars for customers in Canada. All fees are subject to HST tax for Canadian customers only.
ClubRunner Subscription Agreement

This ClubRunner Subscription Agreement represents the complete agreement and understanding between Doxess (Infotech Business Consulting Inc.), 380 Main Street, Suite 200, Oakville, Ontario, L6H 5R7 (hereinafter “Doxess”), and the customer requesting a subscription (hereinafter the “Club”) 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 Club wishes to subscribe to the ClubRunner Internet service; and

WHEREAS, Doxess is interested in offering the Club such a service;

WHEREAS, the Club 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 Club 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 or future extensions thereto, whether or not the extensions are commonly referred to as “official”.

1.2 – Internet means the worldwide 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 – Club Site means the ClubRunner web page set up by Doxess.

1.4 – Administrative Site means the part of the club site accessible through a secure 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 Club’s Web Site.

1.6 – Home Page is the first page that displays when accessing a Web Site.

1.7 – Web Server means software designed for the purpose of making the Club Site, or other parts of the Club Site, or some or all of the information contained within the Club Site available to the World Wide Web (and in some cases to other Internet resources as well), currently supporting Microsoft Internet Explorer.

1.8 – Third Party Applications are services that provide functionality on the Club website that is not provided by ClubRunner and are embedded by the Club onto their websites.

1.9 – Use of Cookies means a file consisting of a string of characters is stored to identify you are a new or returning visitor to the website. It does not allow you to be personally identified and you can clear cookies to remove all records of association between yourself and the website.

SECTION TWO: TERMS AND CONDITIONS

This agreement details the terms and condition under which the Club will receive the ClubRunner service from Doxess.

2.1 – Scope

Under the terms of this agreement the Club will be entitled to a web site that displays the Club’s stories, events, news and other services available. It is the responsibility of the Club to upload a logo and content to their site club. Step by step instructions will be provided. The site contents and intended purpose is for club members and friends to view club information, events, notices and issues, and may not be expanded beyond the interest of the club activities. The contents of the web site should be in line with the Club’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 club site must adhere to copyright laws within the governing country that the club is chartered and is in operation. The Club is fully responsible for any claims 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 club 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 club agrees that there will be no monetary refund of any prepaid fees for the subscription services. Each club will be entitled to any subscriptions term less than 12 months are subject to a Setup Fee.

2.2 – Usage Guidelines

Bandwidth and storage usage for the ClubRunner service is imposed to be within reasonable limit, while email traffic is defined based on the size of your club, to prevent system interruptions and ensure optimal performance of all club 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. These terms are in place to ensure acceptable times for the ClubRunner service and to guarantee equal opportunity to the entire network of users. If the Club exceeds the reasonable email traffic, bandwidth and storage boundaries recommended, the Club will be sent an email notice with suggestions on how to maximize website performance. If no action is taken from the Club to address this, ClubRunner has the right to apply additional usage charges to their annual invoice.

2.3 – Pricing

Doxess reserves the right to review the price structure and apply it to all clubs or only to select clubs as and when necessary. When such action becomes necessary a 90-day notice will be given by email to the current Club President (as defined on ClubRunner) and any price adjustments will be applicable at the start of the Club’s renewal year. All prices quoted are in USD for US and International customers, and in CAD for Canadian customers. A Canadian customer may have this price transferred to their own account or management at any time although refunds will not be issued. Registration and renewal periods must be done in increments of 3, 5 or 8 years.

2.4 – Advertising

The ClubRunner site pages and eBulletin sent from ClubRunner will contain banner advertising. This advertising is controlled by Doxess according to strict acceptance guidelines. A Club has the option to remove the advertising but this will incur an increase of the subscription fee by $100 per year. The Club will have their own advertising section, referred to as Website Sponsors, where one or more local businesses can be promoted. The Club will be responsible for the content and layout of the page within the Site and eBulletin. This is administered and controlled entirely by the Club, and the Club would set their own pricing and policies in line with their standard practices. Doxess cannot and will not be held responsible for policies created by the Club.

2.5 – ClubRunner Quarterly Newsletter & Service Updates

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 club executives are enrolled in this newsletter. Members can opt out through an unsolicited link, updating their email preferences within their member profile or by contacting support@clubrunner.ca. Other communications may be sent throughout the year to Site Administrators or club executives notifying them of product updates that may be of interest to their role. Members can also opt out of these communications via the unsolicited link or their communication preferences in the member profile.

2.6 – Agreement Period, Renewal and Refund Policy

This Agreement will be valid for 12 months from the subscription start date, and will automatically be renewed for another 12 months provided renewal fees are received not more than 30 days after the Subscription End Date. Thirty days after the Subscription End Date, the service will be discontinued without notice, and reinstating the service will be subject to the setup fee. In the event that the Club terminates its subscription during its agreement period, a pro-rata amount, excluding admin fees may be refunded on a case by case basis. Doxess is not obligated to issue any refund or credit on the remaining term of the subscription. Cancellations must be made in writing by a member of the board of the club, by email or letter.

2.7 – Anti-Spam

By using the email services in ClubRunner, you confirm and agree that you will not use the ClubRunner system to send unsolicited emails. You certify that all non-members added to your distribution list have given you express consent (have opted-in) to receive emails. Before saving contacts to your distribution list, ClubRunner asks for a confirmation that the recipient has given their consent. The appearance in this list is recorded and all responsibility is on the Administrator confirming the opt-in to ensure this is true. ClubRunner cannot be held liable for any damages a Club incurred by the club resulting from sending unwanted emails.

2.8 – Use of Cookies & Demographic Data Collection

Where upon you submit your own account or management at any time although refunds will be issued for any downtime, whether planned or unscheduled.

3.3 – Third Party Usage

By using third party applications, you understand and agree that Doxess cannot be held liable or responsible for the validity, copyright, legality, security or all other lawful aspects associated with the usage of the third party application(s). The Club is responsible for reviewing the policies of the application providers.

3.4 – 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 Club or claimed against Doxess. The Club participates at its own risk and in no event shall 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.

3.5 – Ownership Rights

Doxess retains all ownership rights on ClubRunner, including the Club Site, and has the right to use the Club Site, logo, name, and all testimonials given from the club and its members (whether active or former members) for its own advertising purposes, including listing your link and/or screenshot on ClubRunner’s main website or advertorial material including case studies. All work created by Doxess is protected by Copyright law. All content, membership information and photos added to the Club Site is owned by the Club. 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.

3.6 – Domain Name Ownership Rights

In the event that a club 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, and in no event can any name transferred to their Site Administrator confirming the opt-in to use the domain name.

3.7 – Governing Law

This Agreement shall be governed by the laws of the Province of Ontario, Canada. ClubRunner is protected by international copyright laws.