




| 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 | |

| ✓ | Size of Club in Members | Monthly Fee | Setup Fee |
|---|-----------------------------|---------------------------|--------------|
| | Up to 20 members | \$24.⁵⁰ | \$100 |
| | Between 21 and 30 members | \$31.⁵⁰ | \$150 |
| | Between 31 and 40 members | \$38 | \$200 |
| | Between 41 and 50 members | \$43.⁵⁰ | \$225 |
| | Between 51 and 80 members | \$50 | \$250 |
| | Between 81 and 120 members | \$63 | \$275 |
| | Between 121 and 200 members | \$75 | \$300 |
| | Between 201 and 300 members | \$100 | \$400 |
| | Between 301 and 500 members | \$127 | \$500 |
| Larger Clubs Please Call for Quote | | | |
| Need a Jump Start? Inquire about our Professional Services, including graphic design, web content transfer, personalized training and more. | | | |

| Additional Charges | |
|--|--|
| <input type="checkbox"/> | ClubRunner banner advertising removal \$100/yr |
| <input type="checkbox"/> | Domain name registration OR <input type="checkbox"/> Transfer \$40 per year x <input type="text"/> years (min. 3 years) \$35 per year x <input type="text"/> years (min. 5 years) \$30 per year x <input type="text"/> years (min. 8 years) |
| | Requested name: <input type="text"/> |
| <input type="checkbox"/> | 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: | |

***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.

| How Did You Hear About Us? |
|--|
| Please check all that apply: |
| <input type="checkbox"/> A club or district using ClubRunner. Specify: |
| <input type="checkbox"/> Conference or training session. Specify: |
| <input type="checkbox"/> Ad on website or directory. Specify: |
| <input type="checkbox"/> Search engine. Specify: |
| <input type="checkbox"/> Email from ClubRunner. |
| <input type="checkbox"/> 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. |

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 400, 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 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 – **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 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 – **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 website.

1.9 – **Use of Cookies** mean 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 club site. Step by step instructions will be provided. The site contents and intended purpose is for Club members and friends to share and collaborate on Club-related issues and events, 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 a web site accessed with an address as a subdirectory of the ClubRunner URL. For example, portal.clubrunner.ca/12345. Any club that already has their own URL needs to set this up with their domain registrar, and can have this URL aliased to the ClubRunner URL. Doxess reserves the right to change the specifications and layout of the ClubRunner domain structure without prior notice. Any changes that would affect the domain alias would be communicated within a reasonable time frame.

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 response 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 a courtesy 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 Canadian dollars for Canadian customers, subject to HST. In order to set up a Club Site and enroll in the ClubRunner network, the Club will be subject to a Setup Fee. In addition, the Club will pay an annual subscription fee, dependent on the member count at the time of sign-up (which includes active and honorary members, as well as other users). Monthly rates for any subscription term less than 12 months are subject to a higher rate. Subscription renewal charges will be based on the club membership at the time of renewal, including active and honorary members as well as other users.

2.4 – Advertising

The ClubRunner site pages and eBulletins 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 ads of local establishments or businesses can be posted to appear throughout the Club 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 unsubscribe link, updating their email preferences within their member profile or by contacting bulletin@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 unsubscribe 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 action of confirming this 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 a form on our website (trial or newsletter subscription), a log of your IP address is stored to comply with anti-spam regulations. General demographic data is also collected through our site via cookies to track user interactions & sessions for aggregate use. IP addresses are not linked to personally identifiable information. Use of the overall website permits Doxess to store log files to analyze site usage patterns, browser type, etc. for statistical purposes.

SECTION THREE: RIGHTS AND LIABILITIES

3.1 – 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.

3.2 – Service Availability and Response Time

Doxess will exert its best possible effort to ensure the availability and response time of ClubRunner. The Club 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, and no credits 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 the Club 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 be 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 ex-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 ClubRunner by the club 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 initiated on behalf of a club. A club can request to have this name 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.

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.

3.8 – 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://site.clubrunner.ca/Page/privacy-policy>