




# ORDER FORM

District Version: Admin Only

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 <b>1-877-787-7772</b> International fax: +1-905-829-2729
	SCAN and EMAIL to <b>orders@clubrunner.ca</b>
	MAIL to <b>ClubRunner</b> 2060 Winston Park Drive, Suite 400 Oakville, ON, L6H 5R7 Canada
Questions? Call us at <b>1-877-469-2582</b> International: +1-905-829-5299	


## Pricing Chart

✓	Size of District in Members	Monthly Fee	Setup Fee
	<b>Small:</b> Less than 2000 members	<b>\$119</b>	<b>\$950</b>
	<b>Medium</b> Between 2000 and 3000 members	<b>\$129</b>	<b>\$1200</b>
	<b>Large</b> Between 3000 and 5000 members	<b>\$153</b>	<b>\$1500</b>
<b>Larger Districts Please Call for Quote</b>			
Discounting Options			
Substantial discounts apply if your District signs on more than 10 clubs within its first year. For more details on our discounted pricing for clubs, contact us at 1.877.469.2582 or sales@clubrunner.ca.			

Additional Charges	
<input type="checkbox"/>	ClubRunner banner advertising removal \$350/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 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 applies at the start of the first year. Pricing above refers to accounts 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"/> Direct mail or package. Specify: .....
<input type="checkbox"/> Other: .....

30 Day Satisfaction Guarantee	
	<b>We want you to love your ClubRunner site.</b>
	Each subscription comes with a <b>30 day</b> full money back guarantee. If you are not 100% satisfied, 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 400, 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.

## 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 not be entitled to a web site that displays the District's stories, events, news and newsletter. The Admin Only version entitles the District to all administrative features that can be accessed by logging into their ClubRunner account, as specified on the ClubRunner main website. Use of ClubRunner's Admin Only solution adheres 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 use, content and/or graphics added or shared through the District account 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. Any district that wishes to register or already has their own URL needs to set this up with their domain registrar, and can have this URL forwarded or redirected to the ClubRunner URL. 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 – ClubRunner Newsletter

ClubRunner issues a monthly 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 executive 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 support@clubrunner.ca.

## SECTION THREE: FEE STRUCTURE

### 3.1 – Cost of Subscription

All prices quoted in U.S. or Canadian dollars.

In order to set up the web site and upload any membership data, the District will be subject to a Setup fee.. In addition, the District will pay an annual subscription fee, dependent on the total member count at the time of sign-up. 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 and Refund Policy

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.

### 3.3 – 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.

### 3.4 – 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 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. Registration and renewal periods must be done in increments of 3, 5 or 8 years

### 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>.