


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 <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 102 Oakville, ON, L6H 5R7 Canada
Questions? Call us at <b>1-877-469-2582</b> International: +1-905-829-5299	

✓	Size of Club in Members	Monthly Fee*
	<b>A</b> Up to 20 members	<b>\$19.95</b>
	<b>B</b> Between 21 and 30 members	<b>\$24.95</b>
	<b>C</b> Between 31 and 40 members	<b>\$29.95</b>
	<b>D</b> Between 41 and 50 members	<b>\$34.95</b>
	<b>E</b> Between 51 and 80 members	<b>\$39.95</b>
	<b>F</b> Between 81 and 120 members	<b>\$49.95</b>
	<b>G</b> Between 121 and 200 members	<b>\$59.95</b>
	<b>H</b> Between 201 and 300 members	<b>\$79.95</b>
	<b>I</b> Between 301 and 500 members	<b>\$99.95</b>
<b>Larger Clubs Please Call for Quote</b>		
Need a Jump Start? Inquire about our Professional Services, including graphic design, web content transfer, personalized training and more.		

Additional Charges	
<input checked="" type="checkbox"/>	Mandatory one time setup fee of \$199
<input type="checkbox"/>	ClubRunner banner advertising removal \$100/yr*
<input type="checkbox"/>	Custom domain name registration OR <input type="checkbox"/> Transfer \$29.95 per year x <input type="text"/> years (minimum 3) Requested name: <input type="text"/>
<b>Order domains, extra hosting, email accounts, and more options online at <a href="http://www.mydomainrunner.com">www.mydomainrunner.com</a>.</b>	
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 of \$199 applies at the start of the first year. Pricing schedule above refers to websites that include ClubRunner wide banner advertising. To opt out of the ad-supported version, choose the **Advertising Removal** option above. Note that this is separate from your own website 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).** For more customized setup assistance, inquire about our new **Jump Start** program. All prices quoted in US dollars for customers outside Canada (unless in a country where Euro dollars or Pounds Sterling (GBP) are used), and in Canadian dollars for customers in 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:
<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 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 Club 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.

## 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 to their 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's web 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 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 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, [www.clubrunner.ca/sunnyvale](http://www.clubrunner.ca/sunnyvale). Any club 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. Doxess reserves the right to change the specifications and layout of the ClubRunner program without prior notice.

### 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 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. Club 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 Club'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 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 web site performance.

### 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 and any price adjustments will be applicable at the start of the renewal year. All prices quoted are in US or Canadian dollars. In order to set up a Web Site and enroll in the ClubRunner network, the Club will be subject to a Setup Fee of \$199. In addition, the Club will pay an annual subscription fee, dependent on the member count at the time of sign-up. Subscription renewal charges will be based on the club membership at the renewal time.

### 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 USD 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 Website 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.

### 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 members of a club 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](mailto:bulletin@clubrunner.ca).

### 2.6 – Agreement Period and Renewal

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.

## 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.

### 3.3 – 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 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.

### 3.4 – Ownership Rights

Doxess retains all ownership rights on ClubRunner, including the Club web site and has the right to use the Club web site for its own advertising purposes, including listing your link and/or screenshot on ClubRunner's main website. 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.

### 3.5 – Governing Law

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

### 3.6 – 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>.