

ClubRunner  
2010 Winston Park Drive, Suite 200  
Oakville, Ontario, L6H 5R7 Canada

Tel 905 829 5299  
Fax 905 829 2729

Stig Ottosson  
District Governor 2360 - Sweden

**December 5, 2023**

Dear Stig,

Thank you for your interest in using ClubRunner for Rotary District 2365 and all of its associated clubs. District 2365 will be setup for July 2024, a result of District 2360 and District 2380 merging together. District 2360 and 2380 are both currently ClubRunner subscribers.

I'd like to address the four main points you had outlined in your initial email to us. When using ClubRunner:

1. The district's executives will be able to communicate with all clubs, regardless of what IT system the club has.
2. Authorized district officials can create, maintain and edit mailing lists, with the ability to select customized groups of recipients. This feature is called the "Contacts" module in ClubRunner.
3. Authorized officials and executives can produce reports for all clubs in the district, regardless of what IT system any club happens to be using. Our system has many pre-built reports already installed.
4. District officials all have publicly visible and contactable profiles. Note we never reveal the email or personal data of any official to anyone who is not correctly logged into any ClubRunner website. For non-member visitors we use "anonymized" contact forms.

This proposal includes further details on the subscription costs for the district and clubs and related terms. Please do not hesitate to contact me if you have any questions.

I look forward to hearing from you.

Sincerely,

Mickey Dutta | Sales & Support Specialist

ClubRunner

direct 905.829.5299

fax 905.829.2729

toll-free 1.877.469.2582

[www.clubrunner.ca](http://www.clubrunner.ca) | [www.facebook.com/clubrunner](https://www.facebook.com/clubrunner)

[www.twitter.com/clubrunner](https://www.twitter.com/clubrunner) | [iloveclubrunner.blogspot.ca](http://iloveclubrunner.blogspot.ca)

## About ClubRunner

### Our Brief History

ClubRunner celebrated its **20th year of operation** in April of 2023, but many customers today may not know our history. Started in District 7080 in Ontario, Canada, ClubRunner began as a project by the District 7080 Internet Chair Adel Asterbadi, a long time Rotarian and Past President of the Mississauga City Centre Rotary Club. As a software provider for major banks and insurance companies, his company, ClubRunner Technologies (ClubRunner's parent company), was already adept at using the latest technology to manage online databases, generate dynamic documents and perform time saving work flow functions within an organization. Working closely with District 7080 and the Mississauga City Centre Rotary Club, he took this experience and adapted it to the way Rotary clubs work. After creating a district version, the club and zone version soon followed.

The need was so great within Rotary that ClubRunner expanded quickly to span all six continents worldwide with the most clubs in the United States, Canada and Australia. With the introduction of multilingual versions in 2011, ClubRunner is now available in 10 languages and growing.

Today, ClubRunner is continuing its investment into the Rotary community, and is constantly updating and adding new features to enhance the suite of club operations and administration. In fact, **ClubRunner led the way with the RI Integration Project** and was the first vendor to integrate its databases with Rotary International. This synchronizes membership and club information between ClubRunner and with RI's database while maintaining full control and privacy to Rotary Clubs and Districts. With the **largest user base of any software company within Rotary**, ClubRunner shares a close relationship with Rotary International to better align its direction with the future vision of Rotary clubs and districts.

### The ClubRunner Advantage

- Rotarian owned and operated, with **3 Past President Co-founders**
- First software provider to synchronize member data with Rotary International
- Largest user base within global Rotary community
- Award winning Microsoft Certified Partner company
- Recognized by Microsoft Canada as the Most Innovative Cloud Platform in 2017
- Over 20+ years experience in enterprise application and communications
- Dedicated full-time support team, ongoing training and toll-free technical support
- Continued investment into product improvements
- Voted as a Top Rated Membership Management system globally by Capterra two years in 2017 and 2018
- Ranked as one of the top 5 Reviewer's Choice for Membership Software in 2017
- All club and district versions of ClubRunner include our free ClubRunner mobile app, trusted and used by tens of thousands of our users

## The Trusted Choice in Rotary

ClubRunner is currently in use by:

- 4 Rotary Zones
- 120+ Districts
- 4000+ Clubs

## Relationship with Rotary International

ClubRunner enjoys a collaborative relationship with many departments at Rotary International.

- Since 2010, we have worked closely with the RI IT department and became the first vendor to test and deploy the RI Integration offering. Further updates worked on collaboratively include the roll out of integration updates to streamline more processes such as the addition of new members, updating membership types, additional fields, etc.
- As of 2013, ClubRunner has enjoyed a close relationship with the Visual Identity & Branding team at RI, to create Rotary branded and certified website and bulletin themes available to all ClubRunner clubs and districts.
- In May 2016, ClubRunner became the first vendor to transition from the old to new API and plans to roll out many more integration features in August.
- We have participated in nearly every International Convention since 2005.
- We attend roughly 20 to 25 PETS and Zone Institutes across North America annually.

With the largest user base of any software company within Rotary, ClubRunner shares a close relationship with Rotary International and continues to work with RI to better align its direction with the future vision of clubs, districts and zones.



## Pricing (USD)

### Base License

For Rotary District 2365 and its clubs, ClubRunner will be offering a subscription to the [Standard version](#) of the platform at the rate listed below, provided the conditions outlined are met (see Payment Terms. Please visit <https://site.clubrunner.ca/page/pricing> for more details. The member information from the District 2380 website will be migrated into the district 2360 website. **The District 2360 website will then become the merged District 2365 site.**

The proposal below is based on an estimated combined member count of **3400** total members to be stored inside the newly merged District 2365 website. This 3400 member count has been estimated by the District 2365 team.

Subscription	Monthly Subscription	Setup fee for any new club subscribers	District Merger Fee (One-Time)
District Standard Version ( <b>3400</b> total members)	\$240 USD/month	N/A	\$750 for the district (50% of the standard setup fee)
Club Standard Version	\$7.50 USD/member/year	\$99 per club, only for new subscribers	N/A

As part of the setup for the district and clubs, we will download membership data from RI's database. This also includes the setup of the District's Organization Chart and list of all club Presidents and Secretaries, provided the information is in the required template.

### Special Promotions

District 2355 will receive these three special promotional offers.

1. District 2365 will receive **14 months for the price of 12 months** for the first year.
2. There will be no additional fees from ClubRunner for **Stripe or PayPal integration** for District 2365 and all its clubs.

## Optional Add-ons

ClubRunner offers additional features that clubs and the district can subscribe to.

Initial Setup	Cost
<b>Enhanced Committees Module</b> Manage your club's yearly and standing committees, generate directory listings and more.	Varies based on number of members in your club
<b>Barcode Scanner Module</b> Eliminate manual data entry by scanning member barcodes easily to keep track of attendance.	Software license varies based on number of members in your club  Barcode Scanner: \$350
<b>Enhanced Volunteers Module</b> Further manage your volunteers with enhanced features and allow non-members to sign up to volunteer for events.	\$129/year
<b>Online Payment &amp; eCommerce</b> Collect credit card payments and event registrations safely and securely	Contact us for more details.

## Optional Professional Services

In addition to our expert customer support team, online community, and our ongoing training programs, ClubRunner also offers extended professional services to support you in maximizing your use or add special resources to your program. Please let us know if you have a need that is not listed below.

Initial Setup	Cost
<b>Jump Start Program:</b> New to ClubRunner and require customized assistance getting set up? The Jump Start combines the data transfer and configuration you need to set up your organization structure, member profile, events and more.	Custom Quote \$800 and up
<b>Data and Content Transfer:</b> Need help transferring content from your current site to your ClubRunner website? Let our support team take care of transferring all your data.	\$45/hr
<b>Theme Modifications:</b> We offer a library of ready to use themes as part of your subscription. If you would like to modify a theme, we can customize the elements such as font, font size, colours and basic graphic work such as banners, image formatting and other tweaks	\$65/hr
<b>Website Content and Data:</b> Would you like us to update your website content for you? We do this on an hourly basis for occasional updates.	\$45/hr

Purchase pre-paid hours at a discounted rate for ongoing content updates. Inquire for more details. *Does not include custom design work. Hours expire one year from date of purchase.*

**Custom Design and Graphics:** Want a unique theme for your website or newsletter? Do you have precise requirements on how your site should look? We have designers who can build your website to your exact specifications. We can also help you develop your branding if you are not sure yet. Then, our developers will take care of implementing it.

Custom Quote  
\$1500 and up

### Dedicated Support & Training

**Custom Training Webinar:** Get your group up and running with a customized in-depth training session where we go over specific functionality.

\$95 for 1 hour  
\$45 per extra hour

**Event Management:** Launching a large event? Or need help with ongoing volunteering and fundraising programs? We will manage your registration forms, contacts, event details and reports. Contact us for a quote based on your needs.

Custom Quote  
\$250 and up

We also have advanced services and custom development that we can do, such as custom forms, incorporating external forms, social media plugins, and other enhanced customizations. Please contact us to inquire about your unique needs.

## Payment Terms

All fees are due 30 days upon receiving an invoice from ClubRunner. All rates quoted in USD and based on payment via bank draft or wire transfer in annual payments.

### Discount Conditions

The fees outlined within this agreement represent a discounted rate on a bulk license, and are only valid provided all of the following conditions are met:

- Club subscription fees include both Honorary and Active members.
- A minimum of 50% of club members within the District subscribe to the club version by September 1st, 2024.
- The district will be issued quarterly invoices for the entire district and all subscribing clubs, starting July 1st, 2024.
- The first invoice that will enforce the minimum 50% subscribing club members is October 1<sup>st</sup>, 2024 which will have a minimum charge of 50% of club members.

Payment Schedule:

Invoice Date	Subscription Term	Minimum Requirements
Jul 1 2024	Jul 1 2024 – Sep 30 2024	None, based on actual member count of subscribing clubs
Oct 1 2024	Oct 1 2024 – Dec 31 2024	50% of club members to be billed as a minimum

### Contract Term

Pricing guaranteed for 3 years only, until June 30, 2027. We will revisit the agreement after each year to assess its viability considering the current pricing at the time and the rate of club adoption. The intention of this pricing is to allow up to 3 years for the District to achieve 100% adoption, which is the goal that the \$7.50/member/year was based upon.

### Optional Add-Ons

Club and District subscriptions do not include add-on modules. For any club subscribing to add-on features (e.g., Online Payment, Enhanced Committee, Enhanced Volunteers, Barcode Scanner for Attendance), the additional fees will be borne by the club directly.

## Terms and Conditions

ClubRunner is offered in accordance with our Terms of Use agreement included below, which signed together with this proposal, forms a binding contract.

## Privacy Policy

**At ClubRunner, we're committed to protecting your privacy. Your privacy and the integrity of any information you provide are important to us. We have developed the following policy pursuant to the Personal Information Protection and Electronic Documents Act, 2000 c.5. (the "Privacy Act").**

This page sets out our privacy policy and describes why and how we collect, use and disclose personal information which you choose to provide to us on our website, as well as how to access, modify, or delete your personal information. This policy doesn't apply to anyone who isn't under our control or management, such as the operators of other websites that you might link to from our website. Such operators may have their own privacy policies, which might differ from ours.

### How Will We Collect Personal Information?

You are under no obligation to disclose any personal information to us at any time. We collect information you provide directly to us. For example, whenever you participate in any interactive features of the Services such as filling out a form, requesting customer support, sending us an email, or calling us. In the process you may be asked to give your name, e-mail address, mailing address, and any other information you choose to provide for the purpose of these Services. We or a designated third party may collect payment and credit card information when you subscribe to our paid Services or purchase additional services.

### Information We Collect Automatically When You Use Our Services

When you access or use our Services, we may automatically collect information about you, including:

- **Log Information:** We log information about your use of the Services, including the type of browser you use, access times, pages viewed, your IP address, your general location, and the page you visited before navigating to our Services.
- **Device Information:** We collect information about the computer or mobile device you use to access our Services, including the hardware model, operating system and version.
- **Cookies:** We use cookies to store your login session and other information to make your navigation of our Services easier. More information on cookies is available below.

### Use of Cookies and Other Tracking Technologies

Our site uses "cookies" which are small files containing pieces of information that are stored by your browser on your computer's hard drive. Most Web browsers automatically accept cookies, but if you prefer, you can set your browser to block them. Our cookies can contain information such as your user ID that our website uses to recognize you. Our cookies can't read data off your hard disk or read cookie files created by other sites. The only personal information our cookies contain is the information you provide yourself. When you enter personal information on our website, your personal information will be linked to the cookie we save on your computer. If you do choose to delete your cookie, you may not be able to use the administrative features of the website.

We use Google Analytics to track how visitors interact with our website, analyze where traffic is generated from and collect information related to general site engagement.

Third party advertising management services such as Google and Facebook may display tailored messages upon you interacting with our website through the use of cookies. You can opt out of these ads at any time when displayed. For more information on Google Ads, [click here](#). For more information on opting out of ads on Facebook, [click here](#). Should you delete your cookies, please note, you will need to opt out of seeing these messages again. These cookies cannot personally identify you and expire after 180 days or until you clear your cookies. On customer websites, where you engage with social share buttons (ex: Facebook Like Button or the share content buttons), the services that manage the social platform you get directed to may use cookies. ClubRunner is not affiliated with any of these services and all legalities surrounding the use of cookies are thus under the policies set by the social media platforms.

### How Do We Use Personal Information?

We may use information about you for various purposes, including to:

- Provide, maintain, customize, and improve our Services;
- Provide and deliver the products and services you request, process transactions and send you related information, including confirmations and invoices;
- Send you technical notices, updates, security alerts and support and administrative messages;
- Respond to your comments, questions and requests and provide customer service;
- Communicate with you about products, services, offers, promotions, and events offered by ClubRunner and others, and provide news and information we think will be of interest to you;
- Monitor and analyze trends, usage and activities in connection with our Services; and
- Carry out any other purpose for which the information was collected.

You may receive automatically-generated emails from ClubRunner that are triggered when you perform certain tasks such as registering for an event, volunteering for a task, subscribing to a bulletin, or requesting a forgotten password. You may also receive emails from other club members. ClubRunner does not control the frequency or content of member-generated emails. You have the option to unsubscribe from receiving these emails by either updating your communication preferences from within your profile, or removing your email address entirely.

### How is Your Personal Information Protected?

ClubRunner is committed to protecting your personal information and has developed policies and procedures to ensure our compliance with our own Security and Privacy Policy and with applicable International laws.

We also understand your concerns about online security and take reasonable measures to help protect information about you from loss, theft, misuse and unauthorized access, disclosure, alteration and



destruction.

#### How Do We Disclose or Share Your Information?

When you voluntarily provide ClubRunner with personally identifiable information online, that information is kept within the ClubRunner family of web site(s) and will not be sold, rented or otherwise traded to any third party.

We may share your information as follows or as otherwise described in this Privacy Policy:

- With vendors, consultants, and other service providers who need access to such information to carry out work on our behalf;
- In response to a request for information if we believe disclosure is in accordance with any applicable law, rule or regulation;
- If we believe your actions are inconsistent with the spirit or language of our user agreements or policies, or to protect the rights, property and safety of ClubRunner or others;
- With your consent or at your direction.

We may also share aggregated or de-identified information, which cannot reasonably be used to identify you.

**Sub-Processors** ClubRunner employs other companies and people to provide functions that form part of our Services, for example, email sending, social media sharing, payment processing, help desk software, etc. ClubRunner has made and continues to make efforts to ensure all its sub-processors comply with our privacy policies. For a list of ClubRunner's sub-processors, please email us at [support@clubrunner.ca](mailto:support@clubrunner.ca).

**Data Retention** We will retain your personal information only for as long as it is needed to provide our Services, and this depends on the purposes for which we use it, unless applicable law requires we either dispose of it or keep it longer. We may also continue to store your personal information to allow us to resolve disputes, enforce our agreements, comply with legal obligations and/or for other legally permissible purposes consistent with this Privacy Policy.

#### How to View, Update or Delete Your Personal Information

You may, at any time, view, update and request to permanently delete any of your personal information. These tools are made available to all Site Administrators, or you may contact ClubRunner at [support@clubrunner.ca](mailto:support@clubrunner.ca).

Upon request, ClubRunner will provide you with information about whether we hold any of your personal information. If you provide us with your personal information, you have the following rights:

- To review the personal information we have stored;
- To request that we correct any errors, outdated information, or omissions;
- To unsubscribe from being contacted by us; and

- To have your information permanently deleted.

We will respond to your request within a reasonable timeframe and notify you of the action we have taken.

#### What If I Do Not Agree With Your Privacy Policy?

By visiting our web site(s) and voluntarily providing personal information to the ClubRunner web site(s), you agree to the terms of this online User Agreement and the Privacy Policy contained herein. However, we welcome your comments and/or suggestions on improving our web site(s) and policies. If you do not agree to these terms, or wish to limit the use of any of your personal information that we may have, you may contact us. You may not use this web site(s) if law prohibits you from doing so in the country in which you reside. <http://site.clubrunner.ca/Page/privacy-policy>

#### Questions Regarding This Privacy Policy

If you have any questions please contact ClubRunner, 2060 Winston Park Drive, Suite 400, Oakville, Ontario, L6H 5R7. You may call us at (905) 829-5299, or email us at [support@clubrunner.ca](mailto:support@clubrunner.ca).

#### Changes to This Privacy Policy

We may change this Privacy Policy from time to time. If we make changes, we will notify you by revising the date at the top of the policy and, in some cases, we may provide you with additional notice, such as adding a statement to our home page or sending an email. We encourage you to review the Privacy Policy whenever you access the Services or otherwise interact with us to stay informed about our information practices.

#### Note On Jurisdiction:

ClubRunner is a privately held Canadian company with headquarters in Oakville, Ontario, Canada. Consequently, by using our Services you agree that in all matters relating to this web site(s) you shall be governed by the laws of the province of Ontario or Canada, as applicable, and further, that you submit to the jurisdiction of the courts of the province of Ontario.

You may not use our Services if law prohibits you from doing so in the country in which you reside.

## Licensing and Terms of Use

This ClubRunner Subscription Agreement represents the complete Agreement and understanding between ClubRunner (Infotech Business Centre Inc.), headquartered at 2060 Winston Park Drive, Suite 400, Oakville, Ontario, L6H 5R7 (hereinafter "ClubRunner"), and the customer requesting a subscription (hereinafter the "Club") and supersedes any other written or oral agreement. Upon notice, ClubRunner 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, ClubRunner is interested in offering the Club such a service; WHEREAS, the Club and ClubRunner 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 ClubRunner, 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 ClubRunner.
- 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 ClubRunner' 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 ClubRunner.

#### 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 ClubRunner relinquishes all liability and will not be occupied in any legal action for the content and/or graphics in question. ClubRunner 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 ClubRunner' discretion. ClubRunner 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. ClubRunner 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

ClubRunner 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 ClubRunner 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. ClubRunner 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](mailto: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. ClubRunner 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 ClubRunner 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 ClubRunner' 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 ClubRunner for the services pursuant to this Agreement during the last 12 months of this Agreement.

**3.2 – Service Availability and Response Time**

ClubRunner 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 ClubRunner

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 ClubRunner 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 ClubRunner be held liable for any damages whatsoever resulting from an event of force majeure. ClubRunner' liability for death or personal injury resulting from the negligence of ClubRunner 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**

ClubRunner 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 ClubRunner 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 ClubRunner. Any unauthorized use or duplication of ClubRunner' 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. ClubRunner 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>

**Rotary District 2365**

Signature

Name

Position

Date