

MEMBER AGREEMENT AND TERMS OF SERVICE

1. DESCRIPTION OF SERVICE.

Devil In Gym Shoes Inc., operates the ChrisWeiler.com website to offer both free and paid access to consulting, training, coaching and development in the personal performance and self-help industries. This includes, but is not limited to the areas of health, wellness, fitness, nutrition, sports, athletic development, physical rehabilitation, education, and the behavioral modification sciences to include: habits, stress, procrastination, motivation, depression, anxiety, weight loss, relationships, success and happiness information and complementary products and services (collectively, the "Site"). Use of the Site is governed by the following Terms of Service ("TOS").

2. ACCEPTANCE OF TERMS OF SERVICE.

To become a member of the Site, you must complete the customer registration process and agree to the following TOS. You indicate your consent to be bound by this Agreement and the TOS by becoming a member.

BY ACCESSING THIS SITE, YOU ARE INDICATING YOUR ACKNOWLEDGMENT AND ACCEPTANCE OF THESE TERMS OF USE. THESE TERMS OF USE ARE SUBJECT TO CHANGE BY OUR COMPANY AT ANY TIME IN ITS DISCRETION. YOUR USE OF THIS SITE AFTER SUCH CHANGES ARE IMPLEMENTED CONSTITUTES YOUR ACKNOWLEDGMENT AND ACCEPTANCE OF THE CHANGES. PLEASE CONSULT THESE TERMS OF USE PRIOR TO EVERY USE FOR ANY CHANGES.

3. CUSTOMER REGISTRATION and MEMBERSHIP REQUIREMENTS.

To access this site or some of the resources it has to offer, you may be asked to provide certain registration details or other information. It is a condition of your use of this site that all the information you provide on this site will be correct, current, and complete. If our *Company* believes the information you provide is not correct, current, or complete, we have the right to refuse you access to this site or any of its resources, and to terminate or suspend your access at any time, without notice.

To open an account, you will need to select a user-name and a password. You will also need to complete a profile (which will contain certain personally identifiable information and billing information) by providing ChrisWeiler.com with true, accurate, current and complete information as prompted by the Site's online registration form. If you provide any information that is untrue, inaccurate, not current or incomplete, or ChrisWeiler.com has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, ChrisWeiler.com has the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof). All information that you provide to us will be subject to the terms of our Privacy Statement.

You may not share your user-name or password with others. ChrisWeiler.com may refuse to permit you to use any user-name or password that ChrisWeiler.com, in its sole discretion, deems inappropriate.

4. SECURITY.

You will be solely responsible for maintaining the confidentiality of your password. You agree to (a) immediately notify admin@ChrisWeiler.com of any known or suspected unauthorized use(s) of your account or password or of any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password or credit card information and (b) ensure that you exit from your account at the end of each session. ChrisWeiler.com cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 4.

5. RESPONSIBILITY FOR ACCOUNT ACTIVITY.

You are solely responsible for all usage or activity on your account or password, including use of your account or password by any third party. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your account, at ChrisWeiler.com sole discretion.

6. FEES AND PAYMENTS.

You will be charged a monthly or yearly subscription fee. You will be charged additional fees as and when you license, purchase or access certain products and services from or through the Site. Such subscription and other fees will be clearly posted, and no fee will be charged to your account unless you have agreed in advance to pay the fee for your specific purchase. You will pay all fees and charges incurred through your account at the rates in effect for the billing period in which such fees and charges are incurred. All fees and charges will be billed to and paid for by you. You agree to pay all applicable taxes relating to use of the Site (and purchase of products and services) through your account. ChrisWeiler.com reserves the right to change its fee structure at any time, including increasing or decreasing fees or add any new fees or charges at any time. However, ChrisWeiler.com will not change the subscription fee applicable to any period for which you have already elected to subscribe.

7. CHANGES TO TOS.

ChrisWeiler.com may change, add or delete any one or more of the TOS by providing notice to you as set forth in Section 21 of this Agreement or by posting such changes on the Site.

If any future changes are unacceptable to you, you may cancel your account by sending an email to: ask@ChrisWeiler.com. Such cancellation will become effective upon the expiration of the period for which you have paid your membership subscription. Your failure to cancel your account following the posting of notice of any changes will indicate your acceptance of the TOS as changed.

8. CHANGES TO SERVICE.

ChrisWeiler.com may change, modify, add, suspend or discontinue, temporarily or permanently, any aspect of the Site at any time, including the availability of any feature, database, or content, with or without notice to you. We may also impose limits on certain features and services or restrict your access to part or all of the Site without notice to you. You agree that ChrisWeiler.com shall not be liable to you or to any third party for any such change, modification, addition, suspension, discontinuance, limitation or restriction.

PERMITTED USES AND RESTRICTIONS ON USE OF CONTENT/COPYRIGHT.

Whenever used in this Agreement, the term "Content" shall mean any and all articles, databases, software, books, magazines, photographs, images, graphics, illustrations, audio, video, and any other content that is offered to you by or through the Site.

Content available through the Site originates from ChrisWeiler.com and a variety of third party providers (each, a "TPP"). ChrisWeiler.com and each TPP is either the owner or an authorized licensee of such Content and each TPP has licensed ChrisWeiler.com to make its Content available to you through the Site. In order to protect and preserve ChrisWeiler.com and the TPPs copyrights and other intellectual property rights in their respective Content, you agree to the following with respect to any specific item of Content that you license or purchase through the Site:

1. You will abide by all copyright notices and copyright directives relating to or provided with the Content.
2. You will not, directly or indirectly, reproduce, copy, transmit, distribute, display, publish or print any Content in any form or medium, (ii) sell, loan or license any Content.
3. You will not, in whole or in part, modify, adapt, transform, translate or create any derivative work based on the Content in a manner that would infringe any person's copyright or other proprietary rights therein.
4. You will not remove any copyright notice from the Content.

9. DISCLAIMER OF WARRANTIES.

a. YOUR USE OF THE SITE AND ANY AND ALL INFORMATION CONTAINED THEREIN OR AVAILABLE, DIRECTLY OR INDIRECTLY, THEREFROM, IS AT YOUR SOLE RISK. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CHRISWEILER.COM EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

b. CHRISWEILER.COM MAKES NO WARRANTY THAT (i) THE SITE WILL MEET YOUR REQUIREMENTS, (ii) THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE WILL BE ACCURATE OR RELIABLE OR (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS.

c. ANY CONTENT OR MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK

AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH CONTENT OR MATERIAL.

d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CHRISWEILER.COM OR THROUGH OR FROM THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

10. LIMITATION OF LIABILITY.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT CHRISWEILER.COM SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF CHRISWEILER.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SITE; (ii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iii) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE; (iv) PHYSICAL OR EMOTIONAL INJURY OR DISTRESS OR (iv) ANY OTHER MATTER RELATING TO THE SITE AND/OR THE USE OF INFORMATION CONTAINED THEREIN OR AVAILABLE THEREFROM AT ANY TIME. IN ADDITION, THE AGGREGATE AMOUNT OF CHRISWEILER.COM'S LIABILITY UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE AGGREGATE AMOUNT OF ANY FEES OR CHARGES PAID BY YOU TO CHRISWEILER.COM UNDER THIS AGREEMENT OR THROUGH THE SITE.

11. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 10 AND 11 MAY NOT APPLY TO YOU.

12. WAIVER, RELEASE OF LIABILITY AND COVENANT NOT-TO-SUE.

In consideration of your being permitted to use the Site, you, on your own behalf and on behalf of your spouse, heirs, trustees, legal representatives, executors and assigns, hereby agree to release ChrisWeiler.com and its past, present and/or future shareholders, members, managers, partners, trustees, officers, directors, employees, consultants, agents, affiliates, administrators, attorneys, successors and assigns (and their respective past, present and/or future shareholders, members, managers, partners, trustees, officers, directors, employees, consultants, agents, affiliates, administrators, attorneys, successors and assigns) (each, a "Released Party") from any and all liability for injury, death, damage, cost, expense and other loss suffered or incurred by you as a direct or indirect result of your use of any training, athletic, health, wellness, exercise or similar information (collectively, "Fitness Information") that is, directly or indirectly, available from or through the Site at any time.

In consideration of your being permitted to use the Site, you hereby agree that you will not, at any time hereafter, commence, maintain, prosecute, participate in as a party, or permit to be filed by any other person on your behalf, any action or proceeding of any kind, judicial or administrative, in any court or agency against any Released Party with respect to any act, omission, statement, information, transaction or occurrence that relates, directly or indirectly, to your use of Fitness Information at any time.

You acknowledge and agree that you are aware that activities associated with use of the Health, Fitness and/or Athletic Development Information may range from vigorous cardiovascular activity (e.g., aerobics, bicycles, steppers, treadmills, elliptical trainers) to the strenuous exertion of strength training (e.g., free weights, weight machines, body weight). You acknowledge and agree that you understand that these and other physical activities involve certain inherent risks, including but not limited to, death, serious neck and spinal injuries, resulting in complete or partial paralysis, heart attacks, and injury to the bones, joints or muscles. Your use of the Fitness Information is voluntary and with full knowledge of such inherent participatory dangers and you hereby agree to assume any and all inherent risks of property damage, personal injury, and death.

You acknowledge and agree that you understand that you should consult with your personal physician (i), and/or physical/mental health care provider before utilizing any of the Fitness, Physical, Mental and/or Emotional (FPME) advice or Information, and (ii) during the course of your use of this site, information and/or advice, if you have any concerns or questions about the impact of such use on your medical condition, or personally unique circumstances. You acknowledge and agree that you are not relying, and will at no time rely, on any Released Party to provide you with medical advice of any kind (including advice pertaining to your use of the FPME Information/Advice), or to advise you of the medical risks associated with your use of the FPME Information/Advice. You acknowledge and agree that no Released Party will be liable for any information or advice given to you related to your use of the FPME Information and that you will not sue any Released Party based on such information or advice.

You acknowledge and agree that the release, waiver and covenant not-to-sue contained herein is intended to be as broad and inclusive as permitted by the laws of ChrisWeiler.com and agree that if any portion is held invalid, the remainder of this release, waiver and covenant not to-sue will continue in full legal force and affect. You acknowledge and agree that you have read this release, waiver and covenant not-to-sue and fully understand that by signing this release, waiver and covenant not-to-sue, you are giving up legal rights and/or remedies that may be otherwise be available to you.

13. LINKS.

The Site from time to time may contain links to and from various third party sites on the World Wide Web. You acknowledge that such third party sites are completely independent of the Site and that ChrisWeiler.com has no responsibility or liability, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, goods or services available on or through any such site. If you have any questions or concerns about such third party sites, you should contact the site administrator or web-master of the third-party site.

14. COMMUNICATIONS BETWEEN CHRISWEILER.COM AND CUSTOMERS.

ChrisWeiler.com reserves the right to provide you with information about products and services from ChrisWeiler.com and third party vendors. ChrisWeiler.com also reserves the right to send electronic mail to you for the purpose of informing you of changes or additions to the Site.

15. DISCLOSURE OF USAGE AND DEMOGRAPHIC INFORMATION.

ChrisWeiler.com reserves the right to disclose certain information about you. For more information, please read the [Privacy Statement](#).

16. FORUMS AND DISCUSSIONS.

From time to time, the Site may conduct or facilitate electronic chat rooms, bulletin boards, news groups, social media, forums and discussions on subjects of interest to its customers (collectively, "Forums"). In addition to any terms or conditions of participation that may be posted with respect to any specific Forum, the following terms and conditions shall apply with respect to any Forum in which you choose to participate and with respect to any content of whatever nature ("Materials") that you upload to, publish or otherwise distribute or transmit (collectively "transmit") in, on or through a Forum or otherwise through the Site.

With respect to any Material that you transmit in, on or through a Forum or otherwise through the Site, you hereby grant to ChrisWeiler.com a perpetual, royalty-free, irrevocable, nonexclusive and fully sub-licensable right and license to reproduce, modify, adapt, publish translate, create derivative works from, distribute, perform and display such Material (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed.

You agree not to use Forums or the Site to:

- a. upload, post, email, transmit or otherwise make available any Material that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b. harm minors in any way;
- c. impersonate any person or entity, including, but not limited to, an official of ChrisWeiler.com, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- d. forge headers or otherwise manipulate identifiers in order to disguise the origin of any

Material transmitted through the Site;

e. upload, post, email, transmit or otherwise make available any Material that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

f. upload, post, email, transmit or otherwise make available any Material that infringes any patent, trademark, trade secret, copyright or other proprietary right of any party;

g. upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;

h. upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

i. disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Site

are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;

j. interfere with or disrupt the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site;

k. intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;

l. "stalk" or otherwise harass another; or

m. collect or store personal data about other users.

You are solely responsible for the content of any Material that you transmit in, on or through the Forums or otherwise through the Site. ChrisWeiler.com does not and cannot review every item of Material transmitted by you. However, while ChrisWeiler.com is not responsible for the content of your Material, ChrisWeiler.com reserves the right to delete, move, or edit material that ChrisWeiler.com, in its sole discretion, deems abusive, defamatory, obscene, in violation of copyright or trademark laws, or otherwise unacceptable. ChrisWeiler.com also reserves the right to delete, move or edit Material as ChrisWeiler.com, in its sole discretion, deems necessary or appropriate, including for the formatting purposes of the particular Forum. You hereby waive any so-called "moral rights" that you may have with respect to any deletions or edits that ChrisWeiler.com may make to your Materials. ChrisWeiler.com may terminate your ability to access and make use of any Forum or the Site generally at any time upon determining that your Material is abusive, defamatory, obscene, in violation of copyright or trademark laws or is otherwise unacceptable. You agree that you must evaluate, and bear all risks associated with, the use of any Material, including any reliance on the accuracy, completeness, or usefulness of such Material.

17. COMPLIANCE WITH LAW/U.S. AND INTERNATIONAL.

In view of the global nature of the World Wide Web, you agree to comply with all local laws, rules and regulations, including those governing your use of Content and on-line conduct. Specifically, but without limitation, you shall comply with all applicable laws, rules and regulations regarding the transmission of technical data and software exported from the United States or the country in which you reside.

18. REPRESENTATIONS AND WARRANTIES/INDEMNITY.

You represent, warrant and covenant that you are at least 18 years old and that no Materials of any kind submitted through your account will (a) violate or infringe upon the rights of any third party (including copyright, trademark, privacy or other personal or proprietary rights) or (b) contain libelous, defamatory or otherwise unlawful material. You hereby agree to indemnify, defend and hold harmless ChrisWeiler.com, its subsidiaries, affiliates, employees, agents, co-branders and other partners (collectively, the "Indemnified Parties") from and against any and all liability, damage, cost and expense (including reasonable attorneys' fees) incurred by the Indemnified Parties in connection with any claim arising out of or relating to (i) the Material you submit, post, transmit or make available through the Site, (ii) your use of the Site, (iii) your connection to the Site, (iv) any violation of the TOS by you or any user of your account or (v) a breach of the representations and warranties made by you in this Section 18 or elsewhere in this Agreement. You agree to fully cooperate in the defense of any such claim.

19. TERMINATION BY YOU.

You may terminate your account, effective at the end of the period for which you have subscribed to the Site, by sending an e-mail to: admin@ChrisWeiler.com. Upon termination, you will receive an automated confirmation via e-mail that the request was received.

You are responsible for all membership and other fees and charges incurred by you or by any user of your account up to the time the account is deactivated.

20. TERMINATION BY CHRISWEILER.COM.

You agree that ChrisWeiler.com, in its sole discretion, may terminate your password, your account and/or your use of the Site, and remove and discard any Material within the Site, at any time and for any reason, including, without limitation, for lack of use of the Site or if ChrisWeiler.com believes that you have violated or acted inconsistently with the letter or spirit of the TOS. ChrisWeiler.com may also, in its sole discretion and at any time, discontinue providing the Site, or any part thereof, with or without notice. You agree that any termination of your access to the Site under any provision of the TOS may be effected without prior notice, and acknowledge and agree that ChrisWeiler.com may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Site. Further, you agree that ChrisWeiler.com shall not be liable to you or any third-party for any termination of your access to the Site; provided that

ChrisWeiler.com refunds to you a pro rata portion of the membership fees paid by you for periods after the effective date of the termination.

21. NOTICES TO YOU.

Notices may be sent to you by e-mail, First Class Mail, or Air Mail. ChrisWeiler.com may also provide notices of changes to the TOS or other matters by displaying such notices, or providing links to such notices, on the Site.

22. NO WAIVER/SEVERABILITY.

ChrisWeiler.com 's failure to exercise or enforce any right, provision, or remedy hereunder shall not constitute a waiver of such right, provision or remedy. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties agree that the court should try to give effect to the parties' intention as reflected in the provision, and the other provisions of this Agreement shall remain in full force and effect.

23. ENTIRE AGREEMENT.

This Agreement and the TOS stated herein constitute the entire agreement between you and ChrisWeiler.com with respect to your use of the Site and of the products and services that you obtain through the Site. This Agreement merges and/or supersedes any other agreements and understandings between you and ChrisWeiler.com, including any prior versions of the TOS.

24. ENFORCEMENT COSTS.

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing party.

25. CHOICE OF LAW/STATUTE OF LIMITATIONS.

This Customer Agreement has been made in and shall be construed and enforced in accordance with the laws of the State of Illinois. Any action to enforce this agreement shall be brought in the federal or state courts located in the State of Illinois. You agree that, regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.