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11. Dispute Resolution.

Except for the right of a party to apply to a court for a temporary restraining order, preliminary injunction or other equitable relief, any controversy or claim arising out of or relating to this Agreement that cannot be resolved through negotiation will be resolved by binding arbitration before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association. If the parties cannot agree on a single arbitrator, the arbitrator will be selected by the American Arbitration Association. All arbitration proceedings will occur in English and will be held in Ireland. The parties agree that any dispute resolution proceeding will be conducted on an individual basis and not as a class or representation action. Neither you nor Quantalium shall be a member of a class, consolidated or representative action or proceeding. The award of the arbitrator shall be binding and may be entered as a judgment in any court of competent jurisdiction. The cost of the arbitration

shall be borne equally by the parties. Neither party nor the arbitrator may disclose the existence or results of any arbitration hereunder. The authority of the arbitrator to award damages in any event is and shall be limited by this Agreement.

12. Applicable Law and Venue

These Site Terms the Service Terms and your use of the Site shall be governed by and construed in accordance with the laws of Ireland .You agree that with respect to any disputes or claims not subject to arbitration (as set forth above), any action at law or in equity arising out of or relating to the Site or these Site Terms or Service Terms shall be filed only in Ireland and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts.

13. Severability

If any of these Site Terms or the Service Terms should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such term shall be enforced only to the extent it is enforceable and the remaining terms shall survive and remain in full force and effect and continue to be binding and enforceable.

14. Feedback

You may choose to or we may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products ("Feedback"). By submitting Feedback, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Quantalium under any fiduciary or other obligation, that we are free to disclose the Feedback on a non-confidential basis to anyone or otherwise use the Feedback without any additional compensation to you. You acknowledge that, by acceptance of your submission, Quantalium does not waive any rights to use similar or related ideas previously known to Quantalium, or developed by its employees, or obtained from sources other than you.

15. Waiver.

No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

16. Force Majeure.

If the performance of any part of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of either party, that party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.

17. Entire Agreement.

This Agreement, together with the Service Terms and Privacy Policy,

constitute the complete and exclusive statement of the agreement between the parties with respect to the use of the Site.