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You and the VAMA Holding GmbH agree that we will resolve any disputes between us through binding and final arbitration instead of through court proceedings. You and the VAMA Holding GmbH hereby waive any right to a jury trial of any Claim. All controversies, claims, counterclaims, or other disputes arising between you and the VAMA Holding GmbH relating to these Terms of Use or the Website (each a "Claim") shall be submitted for binding arbitration. The arbitration will be heard and determined by a single arbitrator. The arbitrator's decision in any such arbitration will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. The parties agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it (including, without limitation, any pleadings, briefs or other documents submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration or by applicable disclosure rules and regulations of securities regulatory authorities or other governmental agencies.

If you demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, the VAMA Holding GmbH will pay as much of the administrative costs and arbitrator's fees required for the arbitration as the arbitrator deems necessary to prevent the cost of the arbitration from being prohibitive. In the final award, the arbitrator may apportion the costs of arbitration and the compensation of the arbitrator among the parties in such amounts as the arbitrator deems appropriate.

This arbitration agreement does not preclude you or the VAMA Holding GmbH from seeking action by federal, state, or local government agencies. You and the VAMA Holding GmbH also have the right to bring qualifying claims in small claims court. In addition, you and the VAMA Holding GmbH retain the right to apply to any court of competent jurisdiction for provisional relief, including pre-arbitral attachments or preliminary injunctions, and any such request shall not be deemed incompatible with these Terms of Use, nor a waiver of the right to have disputes submitted to arbitration as provided in these Terms of Use.

Neither you nor the VAMA Holding GmbH may act as a class representative or private attorney general, nor participate as a member of a class of claimants, with respect to any Claim. Claims may not be arbitrated on a class or representative basis. The arbitrator can decide only your and/or the VAMA Holding GmbH' individual Claims. The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated.

If any provision of this Section is found to be invalid or unenforceable, then that specific provision shall be of no force and effect and shall be severed, but the remainder of this Section shall continue in full force and effect. No waiver of any provision of this Section of the Terms of Use will be effective or enforceable unless recorded in a writing signed by the party waiving such a right or requirement. Such a waiver shall not waive or affect any other portion of this Terms of Use. This Section of the Terms of Use will survive the termination of your relationship with the VAMA Holding GmbH.

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