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6. NOTICE

The Predicament will give you any necessary notices by posting them on the Site. You agree to check the Site for notices, and that you will be considered to have received a notice when it is made available to you by posting on the Site.

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The Services are governed by the laws of the State of Iowa, without regard to its conflict of laws provisions. Any dispute, controversy or claim arising out of or relating to these Terms of Use or the breach, termination or validity thereof shall be finally settled at The Predicament's discretion (i) in the Iowa District Court for Linn County, or the United States District Court for the Northern District of Iowa; or (ii) in binding arbitration in the city of Cedar Rapids, Iowa by a panel of three arbitrators chosen, and an arbitration proceeding conducted in accordance with the rules then applying of the American Arbitration Association. The prevailing party in any such action or arbitration shall be entitled to an award of its reasonable attorney's fees and other costs incurred with respect to such arbitration. The parties further agree that judgment on the award rendered by the Arbitrators may be entered in any court having jurisdiction thereof. **YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST CLUSTERFLUNK ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision.

You agree that money damages would not be a sufficient remedy for breach of this provision, and The Predicament shall be entitled to specific performance for any such breach in addition to any other remedies available to it at law or in equity. No waiver of any term in these Terms of Use shall be deemed a further or continuing waiver of such term or any other term.

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