

Swap Your Time.com
TERMS OF SERVICE AND USE AGREEMENT

This Terms of Service and Use Agreement (this “Agreement”) explains how the services available under the domain and sub-domains of www.swapyourtime.com (the “Site”) work and how you can use them. The term “Swap Your Time” incorporates in its entirety the corporate group that owns and operates the Site, including all subsidiaries, affiliates and agents. Please read the following terms and conditions. Your use of the Site constitutes your agreement to all of the terms and conditions contained herein, as amended or modified from time to time. This Agreement is effective with respect to any user of the Site when that user registers on the Site and logs in, and by downloading and using the Site, you agree to the terms and conditions defined in this Agreement. The term “user” means a person, company or legal entity who registers to use the Site.

1. Service Time Trades. Swapyourtime.com is an Internet based platform that supports two party trading of service time. The Site is limited to the facilitation of trades by providing features that enable Swap Your Time’s users to identify service time trading opportunities, and by providing a venue for the successful completion of Swap Your Time’s users’ trades. Swap Your Time is not a party to a trade. We are not your trading partner. Therefore, Swap Your Time is not responsible for, and has no control over, the accuracy of the information provided in connection with the posting of any available services and/or service time, the quality or condition, safety or legality of any service time that is traded, or of the ability of any user to enter into a commitment to trade. Swap Your Time cannot, and will not, review each item that is posted to the Site. The user agrees to hold Swap Your Time harmless from any violation of law or regulation that arises from a user’s posting of a service time or their trading of service time if, and to the extent that, such action results in civil or criminal liability. Swap Your Time does not, and cannot, assure the completion of a trade, including the actual delivery/performance of the service time that is to be exchanged. Further, in the event of a dispute between users, the users agree to release Swap Your Time, its directors, officers, employees, and agents, from any and all claims, demands and damages that may arise, directly or indirectly, from such disputes.

2. Eligibility. Only individuals who can form legally binding contracts under applicable law are eligible to use our Site. By registering for an account or using the Site, the user represents and warrants that the user is at least eighteen (18) years of age, and of the age of legal majority in the user’s state or country of residence. If the user registered the user’s Company, the user represents, warrants, and covenants that the user has sufficient authority to form binding contracts under applicable law on behalf of the user’s Company each time that the user uses the Site. The user agrees that the user is entering into all agreements and transactions on this Site only for the user’s own account, and the user will not allow others to use the user’s account, nor will the user use the user’s account or the Site on an outsourcing basis or on behalf of third parties.

3. Service Time Tokens. Service time tokens (“Tokens”) are a non-cash exchange currency issued by Swap Your Time that can be used in a trade to equalize the value of service time traded on the Site. Upon successful completion of registration for use of the Site, each user will be provided with five (5) free Tokens for use in purchasing/exchanging service time. Every time two registered users agree to exchange service time, each user must pay for the service time using a

Token. A verified user can purchase Tokens at any time, the funds for such purchased Tokens will be held by Swap Your Time in a segregated account for the user, which segregated account can be cashed out at any time by the user (subject to any restrictions on cash redemption that may otherwise apply). The user is never obligated to accept Tokens as part of a trade or in lieu of a trade. Swap Your Time is not a bank. Token accounts are not FDIC insured. Tokens may only be exchanged for service time posted on the Site or redeemed by Swap Your Time for cash, subject to applicable fees and charges. Swap Your Time and the user each acknowledge that Tokens are not bank deposits, legal tender, securities or commodities, and have no value outside of Swap Your Time. Swap Your Time may, from time to time, offer special promotions to users pursuant to which Swap Your Time may, in its sole discretion, provide Tokens to users. Any such promotional (or bonus) Tokens shall not be subject to cash redemption by the users to which such Tokens have been provided, unless Swap Your Time expressly permits such redemption. Without Swap Your Time's express written approval, Tokens shall not be transferable, and a user shall not transfer, assign, pledge, or hypothecate any Tokens or any interest in the user's Token account in any way, directly or indirectly, except as required for the bona fide exchange of service time through the Site in accordance with this Agreement and the rules and policies established by Swap Your Time. When a user accepts a trade that requires sending Tokens to another user, the applicable amount of Tokens may become immediately unavailable to that user pending the outcome of the trade. If the user does not have sufficient Tokens to satisfy the terms of the user's acceptance, the user's payment for any additional Tokens will be pre-authorized. When the user's payments are pre-authorized, a seventy-two (72) hour hold will be placed for the amount of the payments on the account that will be charged. This hold may affect the availability of funds in the user's account. Swap Your Time will not be responsible if any transactions are not completed because of the hold. When a trade is confirmed which requires sending Tokens to a trading partner, the applicable amount of Tokens may be automatically transferred from the account of the user who is sending the Tokens to the user who is receiving the Tokens, subject to any applicable restrictions. Without limiting the foregoing, Swap Your Time reserves the right to restrict the use of any such transferred Tokens, including their redemption for cash, for a period not exceeding forty-five (45) business days from the date of the completion of the trade, as defined for this purpose as the confirmation date for a trade of service time, or the date agreed upon by the trading partners for the completion of the delivery/performance of service time. Subject to a request for redemption (and subject to any restrictions on cash redemption that may otherwise apply), Swap Your Time will transfer funds to the user within a period of forty-five (45) business days from the date of the request, or such lesser period as Swap Your Time may determine at its discretion and without precedent. The user hereby agrees that Swap Your Time does not take responsibility for, and shall not be liable for, any act or omission involving the use of Tokens or their redemption which does not constitute gross negligence or willful misconduct on the part of Swap Your Time. If, and to the extent that, upon a redemption of Tokens, Swap Your Time has transferred funds in accordance with the directions provided by the user on the Site, Swap Your Time shall have no further responsibility for, or liability with respect to, the funds' actual receipt by the user. Notwithstanding anything to the contrary herein, Swap Your Time shall have the right, but not the obligation, in its sole discretion, to:

- (i) restrict the use of Tokens that a user receives for a transaction for a period of time after the completion of the transaction pending the resolution of any dispute regarding the transaction;

(ii) require escrow, vesting, or other procedures before Tokens in a user's account are available for use; and

(iii) cancel, freeze, or otherwise restrict the use or redemption of Tokens in a user's account for breach of this Agreement (including, without limitation, fraudulent activity), an investigation of the user's account by a government, governmental agency or other authority, or a default by the user of any obligation to Swap Your Time.

Tokens cannot be used to acquire real estate or goods in a permanent exchange. The user expressly agrees, and Swap Your Time can provide no assurances or guarantees, that service time will be available on the Site in exchange for Tokens, and the user expressly assumes such risk when purchasing Tokens. To the extent that the user's transactions and Token account balance are detailed on the Site or are otherwise provided to the user by mail, e-mail, or other reasonable means, such statement of account shall be deemed accepted by the user and accurate in all material respects unless the user notifies Swap Your Time in writing, within thirty (30) days of the date of any such statement that they dispute its accuracy.

4. Taxes. Swap Your Time makes no representations as to the tax consequences to users of traded service time. The user is solely responsible for, and should not rely on, Swap Your Time to report the user's trading activity to the extent required by tax laws or other governmental laws, and for the payment of any and all taxes (including, if applicable, income taxes and/or sales and use taxes) that may arise as the result of a trade of service time. The user is solely responsible for obtaining legal counsel of the user's choosing as to any tax matters.

5. Compliance With Laws. The user shall not use the Site for any illegal purpose, and the user will be solely responsible for obeying all laws, including, but not limited to, federal, state and municipal laws, including compliance with applicable licensing requirements.

6. Restricted Activities. Swap Your Time is a cashless trading site and money, including any coins or banknotes issued by a governmental entity and accepted as a medium of exchange and measure of value, cannot be used in or made part of a trade for the purpose of facilitating the trade. The buying or selling of service time is prohibited. The trading of certain service time may be prohibited or restricted under laws and regulations governing the exchange of certain service time. The legal treatment of exchange of service time may vary from state to state or country to country. Further, Swap Your Time reserves the right, as a matter of policy and in its sole discretion, to prohibit or restrict the trading of service time. The user is responsible for assuring the legality of any services/service time they post, and complying with any applicable trading restrictions, which may or may not relate to the posting of such services/service time and is not contrary to Swap Your Time policy. A user will not trade for services/service time that is prohibited or that does not comply with applicable trading restrictions.

7. Postings and Listings by Users. Swap Your Time provides users with tools and instructions for posting trades for service time on the Site (each such item a "Listing"). In addition, other registered users may communicate with other users on the Site or other content on the Site (any such material "Postings"). Swap Your Time has the right, but not the obligation, to monitor, edit,

refuse to post, or remove any Posting or Listing from the Site. Swap Your Time is not responsible for the content of Listings or Postings posted by users. Monitoring of Postings and Listings by Swap Your Time is not intended to verify the accuracy of the information contained therein, and should not be relied upon by users for any purpose. Users should use appropriate caution when communicating with others and in entering into any transaction.

8. Termination and Suspension. Swap Your Time agrees to provide the user access to the Site, and the services available on the Site, only as authorized in this Agreement. The user may not use the Site: (i) for activities that violate any law, statute, ordinance, regulation or industry standard; (ii) to encourage, promote, facilitate, or instruct others to engage in criminal activity; (iii) to post personal information such as e-mail, address or phone number; or (iv) to engage in hate, violence or racial intolerance. Failure to comply with the terms and conditions of this Agreement may result in termination and/or suspension of the user's account. Prohibited use includes any use in conflict with the terms and conditions of this Agreement or any use in conflict with applicable law. Swap Your Time reserves the right to suspend and/or terminate the user's account at any time without advance notice to the user. Abuse of this Site may result in the release of the user's personal information to relevant governmental agencies. In accepting this Agreement, the user agrees to such release. The user should report abusive or threatening posts to Swapyourtime.com. and/or the user's local law enforcement.

9. Verification of User Identity and Account Security. Swap Your Time may utilize a variety of techniques to verify the accuracy of the information that is provided by the user when the user registers on the Site. Account verification is required to use Tokens. Nevertheless, Swap Your Time does not, and cannot, verify with certainty the identity of each user, and no assurance can be given that the purported identity of a user is the user's real identity. The user is required to maintain the confidentiality of the user's password. The user is responsible for all activities associated with the use of the user's password. Swap Your Time is not responsible for unauthorized activities on the user's account, and the user may be liable for any charges that arise as a consequence of such activities. Swap Your Time recommends that the user take precautionary measures when communicating with other users and entering into any transaction.

10. Privacy Policy. Swap Your Time is committed to protecting the user's privacy. Swap Your Time will use the information that the user provides only as described below. The personally identifiable information that the user provides to Swap Your time will never be rented, sold or otherwise provided to any third party for their marketing purposes without the user's explicit consent. Certain personal information may be disclosed to third parties in connection with, and as necessitated by, Swap Your Time's normal provision of services, or in the ordinary course of the user's trading activity where there is no expectation of privacy, or for marketing or promotional purposes, but only in an aggregated form that is not personally identifiable. Swap Your Time will not otherwise provide the user's personal information to any third party without the user's explicit consent unless compelled by subpoena, court order or substantially similar legal procedure, or when Swap Your Time believes, in good faith, that the disclosure of information is necessary to prevent imminent physical harm or financial loss or to report an illegal activity. Swap Your Time considers the protection of the user's privacy as a critical community principle. The privacy policies described in this Agreement apply to Swap Your Time services available under the domain and sub-domains of www.swapyourtime.com and generally to Swap Your Time's subsidiary and

joint venture web sites. Swap Your Time stores and processes the user's information on computers located in the United States that are protected by physical as well as technological security measures. Furthermore, Swap Your Time has instituted procedures designed to safeguard the user's personal information. The privacy of the user's information is protected by and subject to the laws of the United States. By registering with the Site, the user agrees to be bound by the terms and conditions of this Privacy Policy. If the user is not in agreement with these terms and conditions, the user should not register with or use the Site. By accepting this Privacy Policy, the user expressly consents to Swap Your Time's use of the user's personal information, and its disclosure in accordance with this Privacy Policy. By accepting an offer or confirming a trade, the user will be confirming the user's acceptance of this Privacy Policy.

11. Changes to Privacy Policy. Swap Your Time may modify, alter or amend the Privacy Policy at any time by posting such changes on the Site. All changes will become effective thirty (30) days after their initial posting.

12. Use of Information. Swap Your Time's primary purpose in collecting the user's personal information is to facilitate the user's use of the Site, to render the Site more responsive to the needs and desires of the user, and to continue to enhance the trading experience. By providing Swap Your Time with the user's personal information, the user consents to Swap Your Time's use of such information in accordance with the Privacy Policy, including, without limitation, for the following purposes:

- (i) to alert users to specific trading opportunities and/or the actions the user may need to take to effect a trade;
- (ii) to complete successful trades with reliable trading partners;
- (iii) to customize the trading experience;
- (iv) to enhance the "user friendly" web design and optimize the Site's functionality;
- (v) to correct problems with and improve the automatic matching and trading systems;
- (vi) to inform users of special opportunities (targeted to the user's interests), new services as and when available, and news of general interest to the Swap Your Time community;
- (vii) to protect against fraud or other illegal activity; and,
- (viii) to enforce Swap Your Time's terms of use.

The user's personal information may be disclosed to third parties in Swap Your Time's normal course of doing business and in the process of trading. This includes third parties that Swap Your Time may use in order to provide certain services or products through or in connection with the Site. In all such cases these internal service providers are subject to confidentiality agreements and other legal restrictions that limit their use of personal information to their provision of the

specific Swap Your Time related services or products. The user's personal information may be disclosed to advertisers and other third parties for their marketing or promotional purposes, but only in the form of aggregated data on the Swap Your Time community as a whole that cannot be used to identify individual users. Swap Your Time does not disclose personally identifiable information to these third parties without the user's explicit consent. If the user would like more information about the practice of third party advertisers to use the user's information in order to provide ads about goods and services that may be of interest to the user, and to know the user's choices about not having this information used by these companies, the user can visit www.networkadvertising.org. Certain personal information is routinely displayed on the Site in connection with the user's trading activity, such as the user's profile, the user's Site user name and the trading activities associated with the user's Site user name, and feedback on the user's trading performance. To complete a trade, the user's trading partners will be able to access the user's contact information, including the user's e-mail address. This personal information is, by its nature, public and there can be no expectation of privacy with respect to this information.

13. Rules of Conduct. A user of the Site hereby agrees to the following rules of conduct:

- (i) a user will not post content or trade service time that is illegal or otherwise prohibited by this Agreement or by applicable laws and regulations;
- (ii) a user will not post content on the Site that infringes on the legal rights of third parties;
- (iii) a user will only post service time on the Site that the user can legally trade;
- (iv) a user will not engage in fraudulent trading practices (including, without limitation, not offering service time identified by government agencies to have a high likelihood of being fraudulent);
- (v) a user will not knowingly post false, inaccurate, misleading, defamatory or libelous content, or content that is unlawfully threatening or harassing, or content that disparages the Site or its users in an uncritical or unconstructive manner, including without limitation, in the user's personal information in the user's profile and in the user's description of the user's trading experience;
- (vi) a user will take no action or cause any action to be taken which compromises the integrity of the feedback the user receives or that is received by other users;
- (vii) a user will access the Site and use Swap Your Time's services only for the purpose of potentially or actually trading the user's service time on the Site and not, for example, but without limitation, to directly or indirectly benefit or promote a competitive enterprise;
- (viii) a user will, in good faith, post items only in the user's appropriate categories and appropriate areas on the Site;

(ix) a user will describe each of the service times to be traded accurately and fairly as to type, attributes and other factors that may be relevant to the decision of another user to trade for that service time;

(x) a user is obligated to complete a trade once the user has entered into a trade agreement, i.e., when the user's trade has been confirmed, unless there is clear evidence that there has been material misinformation relating to the basis for the trade (such as a typographical error that substantially changes the description of the service time). By either accepting an offer or confirming a trade, a user agrees to be bound by the conditions of the trade unless the conditions are contrary to applicable law and regulations, or are in violation of this Agreement;

(xi) a user will not in any way interfere with another user's ability to trade or the proper working of the Site. A user will take no action that may impose, in the sole discretion of Swap Your Time, an unreasonable or disproportionate demand on the Site's infrastructure;

(xii) a user will not value the user's service time incorrectly or otherwise circumvent or manipulate Swap Your Time's fee structure to avoid or reduce the user's payment of applicable fees, and will do whatever is reasonably necessary to assure the user's timely payment of any and all fees owed to Swap Your Time;

(xiii) a user will not distribute or post, or knowingly cooperate in the distribution or posting of spam, or distribute or post any promotional materials not directly related to the user's trading activities on the Site;

(xiv) a user will not distribute, or knowingly cooperate in the distribution of, viruses or other technologies that may damage the Site, the other users of the Site, or Swap Your Time;

(xv) a user will not employ any robot, spider, off-line reader, scraper or other automated means to access the Site without the express consent of Swap Your Time. Swap Your Time hereby consents to the use of spiders by public search engines for the sole purpose of creating publicly available indices of information on the Site, excluding such information as may be personally identifiable to users. Swap Your Time reserves the right to revoke this exception at any time, either in its entirety or for specific circumstances;

(xvi) a user will not copy, modify, create derivative works from, distribute or publicly display content from the Site that the user did not originate, or copy, modify, create derivative works from, distribute or publicly display the copyrights and trademarks of Swap Your Time, or otherwise infringe on any copyright, trademark, trade secret, patent or other proprietary rights under the laws of any jurisdiction;

(xvii) a user will not directly or indirectly collect information about other users of the Site without the other user's express consent or distribute the other user's personal information in violation of applicable laws; and

(xviii) a user will not otherwise violate any laws or regulations that may be applicable to the user's trading activities, the rights of other users, including their rights to publicity or privacy, or the policies of Swap Your Time as set forth in this Agreement or in the Privacy Policy.

14. Licensing Use of Information. In accordance with, and as limited by Swap Your Time's Privacy Policy, the user agrees to license Swap Your Time to use the information that the user provides. For this purpose, the user agrees to grant Swap Your Time the non-exclusive, but perpetual and irrevocable, and worldwide right to exercise any and all copyright, publicity, and database rights the user may have in the information the user provides to Swap Your Time, in any media, known or unknown. Swap Your Time's right to use the user's information is royalty free.

15. Remedies for Violation by User. Swap Your Time reserves the right to restrict the user's use of Swap Your Time's services, including, without limitation, the types of service time the user may trade, or to temporarily or indefinitely suspend the user's use of Swap Your Time's services or permanently deny the user access to the Site, at any time and without prior notice, if, in Swap Your Time's sole discretion, the user has violated the terms and conditions of this Agreement or the Privacy Policy, or if, in Swap Your Time's sole discretion, the user continued to use Swap Your Time's services that would be contrary to law or regulation or is potentially injurious to other persons or is otherwise not in the best interests of the Swap Your Time community. Restrictions on use of the Site can include the immediate removal of posted items, the termination of active trades involving the user, and the issuance of a warning related to the user's actions to the Swap Your Time community. If the use of Swap Your Time's services is restricted or the use of the Site is suspended or permanently denied, the user will not be entitled to any compensation. Any fees paid on terminated trades may be forfeit, at Swap Your Time's discretion. The user agrees that Swap Your Time has the right to charge the user's credit card, or other on-Site means of payment for any damages resulting from the breach of this Agreement.

16. Fees. The fees charged for Swap Your Time services, including any fees that are payable at the time a trade is confirmed, Listing fees, and any other fees that Swap Your Time may charge from time to time in connection with the use of the Site, can be changed, and fees can be added or discontinued, at any time at Swap Your Time's discretion and without prior notice. Any such new fees will be effective immediately. Notwithstanding the foregoing, new fees will not apply to active trades at the time of their change, addition, or discontinuation. The fees charged in connection with promotional events may or may not be the same as otherwise applicable to the then current users of the Site. If new services are introduced to the Site, the fees charged for such services will be effective at the time of their introduction. All fees are payable to Swap Your Time in U.S. dollars, unless expressly stated to the contrary.

17. Assumed Risks. The user assumes certain risks when, and to the extent, the user uses the Site, including the possibility that the user will find the content of other users offensive, inaccurate or deceptive, and the trading practices of other users unfair or predatory. There is the risk of inadvertently trading with individuals who do not have the legal right to trade or are otherwise dealing under false pretenses. The user agrees to accept such risks and Swap Your Time is not liable for the acts or omissions of the users of the Site.

18. Disclaimer of Warranties. The user's use of the Site and its content is at the user's sole risk. The user agrees that obtaining any information or materials, or goods or services, whether temporary or permanent, through the Site is done at the user's discretion and at the user's own risk, and that the user will be responsible for any and all damages that may result from any transaction. Swap Your Time's services are provided on an "as is" and "as available" basis. To the extent permitted by law, Swap Your Time disclaims all warranties of any kind, express or implied, including but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose. Neither Swap Your Time nor its directors, officers or employees warrants that:

- (i) the Site or its content will meet the user's requirements or be accurate, complete, timely or reliable;
- (ii) the Site will be available for use on an uninterrupted basis and will be accessible, timely or secure;
- (iii) any material published on or obtained or accessible through the Site will be accurate, complete, timely or reliable;
- (iv) errors in the Site or its content will be corrected;
- (v) the Site will be free of viruses or other technologies that can damage its users;
- (vi) there is or should be any implied warranty arising from course of dealing or usage of trade; and
- (vii) the technological infrastructure of the Site does not infringe on the proprietary rights of others.

No advice or information, whether written or oral, obtained from Swap Your Time or through the user's use of the Site will create any warranty not expressly stated in this Agreement. Certain jurisdictions do not permit a disclaimer of implied warranties, and in this case the above exclusions may not apply to the user. The user may have other legal rights that can vary from jurisdiction to jurisdiction.

19. Limits of Liability. In no event will Swap Your Time or its directors, officers or employees be liable for lost profits or any special, incidental, consequential, or exemplary damages arising out of, or in connection with, the user's use of the Site or this Agreement (whether or not arising from active, passive or imputed negligence). The user agrees that neither Swap Your Time nor its directors, officers and employees are responsible or have any liability to the user or third parties for defamatory or libelous, offensive or obscene, inaccurate, or threatening or harassing conduct by another party, or for the infringement by another party of the user's rights to privacy or publicity or to real or intellectual property. The user's exclusive remedy against Swap Your Time or its directors, officers and employees for any dissatisfaction with Swap Your Time's services, the

user's trading experience, or the terms and conditions of this Agreement is the user's discontinuation of the user's use of the Site.

20. Indemnity. The user will indemnify and hold harmless Swap Your Time and its directors, officers, employees and agents from any claims or demands, including reasonable attorneys' fees, that may be incurred in connection with such actions, arising, directly or indirectly from the user's breach of the terms and conditions of this Agreement or any law or regulation, or from any claims for injury or damage to persons arising from a transaction to which the user is a party.

21. Compliance with Applicable Laws and Regulations. A user will comply with all laws and regulations, local, national and international, applicable to the user's trading activities on the Site.

22. No Agency. No agency, partnership or joint venture relationship, or that of employer to employee or franchisor to franchisee, exists between the user and Swap Your Time.

23. Miscellaneous. This Agreement is governed by the laws of the State of Minnesota. If any of the terms and conditions of this Agreement is held to be invalid or unenforceable for any reason, then such terms and conditions will be considered severable from the remaining terms and conditions of this and will not affect the validity or the enforceability of the remaining provisions of this Agreement. No waiver of any of the terms and conditions of this Agreement will be deemed a continuing waiver or waiver of any of the other terms and conditions of this Agreement, and Swap Your Time's failure to act with respect to any breach of this Agreement does not waive Swap Your Time's right to act with respect to subsequent or similar breaches. This Agreement sets forth the entire understanding and agreement of the parties hereto with respect to the matters contained herein. Headings are for the purpose of reference only and in no way modify, amend, or limit the provisions to which they refer. Notices under this Agreement will be sent to [REDACTED] (if to Swap Your Time) and (if to the user) to the e-mail address provided in connection with the user's account. Alternatively, notice to the user may be given by certified mail, return receipt requested, sent to the user's default address.

24. Choice of Law & Venue. This Agreement (and any non-contractual disputes/claims arising out of or in connection with them) are subject to the laws of the state of Minnesota, United States of America, without regard to choice or conflicts of law principles. Further, user and Swap Your Time agree to the jurisdiction of the District of Minnesota to resolve any dispute, claim, or controversy between user and Swap Your Time. Swap Your Time does not accept any codes of conduct as mandatory in connection with the services provided under this Agreement.

USER AND SWAP YOUR TIME AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN USER OR SWAP YOUR TIME'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both user and Swap Your Time agree, no court may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding. A judge may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.