

UPredict

Legal Documents

Operated by AquaLion LLC
Effective Date: June 18, 2026

TERMS OF SERVICE

These Terms of Service ("Terms") govern your access to and use of the UPredict platform ("Platform"), made available by AquaLion LLC ("Company," "we," "us," or "our"). By creating an account or using the Platform, you agree to be bound by these Terms. If you do not agree, do not use the Platform.

1. Eligibility

You must meet all of the following requirements to use the Platform:

- You must be at least 18 years of age.
- You must be a currently enrolled student, faculty member, or staff member at an accredited college or university, verified through your institutional email address (.edu or equivalent).
- You must reside in a jurisdiction where participation in prediction markets is not prohibited by applicable law. It is your sole responsibility to determine whether your participation is lawful where you reside.
- You must not be a resident of a state or jurisdiction that has explicitly banned or restricted prediction markets or comparable activities.
- You must not be listed on any U.S. government denied-persons or sanctions lists.

We reserve the right to verify eligibility and to suspend or terminate any account that does not meet these requirements.

2. Nature of the Platform — Prediction Markets, Not Gambling

UPredict is a peer-to-peer prediction market platform. Users trade contracts whose value is contingent on the outcome of verifiable real-world events. This is distinct from gambling in the following ways:

- There is no "house." The Company does not take positions in markets or act as a counterparty to user trades. All contracts are matched between users.

- Markets resolve based on objective, publicly verifiable information.
- Pricing reflects the aggregate probabilistic assessments of market participants, not odds set by an operator.

We make no representation that the Platform is legally classified as a non-gambling activity in every jurisdiction. You are solely responsible for understanding the legal status of prediction markets in your location.

3. Account Registration and Security

To access the Platform, you must create an account and verify your institutional email address. You agree to:

- Provide accurate, current, and complete information during registration.
- Maintain the security of your account credentials and not share them with any third party.
- Notify us immediately at indigocolleges@gmail.com or leotuckey@gmail.com if you suspect unauthorized access to your account.
- Accept responsibility for all activity that occurs under your account.

You may not create more than one account. Accounts are non-transferable.

4. Deposits, Withdrawals, and Financial Limits

4.1 Deposit Limit

The maximum cumulative deposit per user is \$20.00 (twenty U.S. dollars). This limit is a platform-wide cap and cannot be increased. We impose this limit to minimize financial risk to users and to maintain the character of the Platform as an engagement and forecasting tool.

4.2 Deposits

All deposits must be made through the payment methods accepted on the Platform. Deposits are processed in U.S. dollars. By making a deposit, you confirm that you are the authorized holder of the payment method used.

4.3 Withdrawals

You may request a withdrawal of your available balance at any time, subject to identity verification requirements and applicable processing times. We reserve the right to delay or withhold withdrawals pending fraud review or regulatory compliance checks.

4.4 No Interest

Funds held in your account do not earn interest.

4.5 Fees

Any platform fees will be clearly disclosed prior to the completion of a transaction. We reserve the right to update our fee structure with reasonable notice.

5. Markets and Trading

5.1 Market Creation

Certain users may be permitted to propose or create markets, subject to Company review and approval. Markets must relate to verifiable, objective events. Markets may not be created for events that are illegal, offensive, or that the Company determines in its sole discretion are inappropriate.

5.2 Market Resolution

Markets resolve based on outcome criteria specified at the time of market creation. The Company acts as the final arbiter of market resolution in the event of ambiguity or dispute. Our resolution determinations are final and binding.

5.3 Market Cancellation

We reserve the right to cancel, void, or pause any market at any time if we determine that: (a) the market was created in error; (b) the resolution criteria cannot be objectively determined; (c) circumstances have rendered the market inappropriate; or (d) regulatory or legal considerations require cancellation. In the event of cancellation, affected positions will be returned to users' accounts at the price paid.

5.4 No Guaranteed Liquidity

We do not guarantee that a market will have sufficient liquidity for you to enter or exit a position at any particular price. You accept the risk of illiquid markets.

6. Prohibited Conduct

You agree not to:

- Use the Platform in any manner that violates applicable federal, state, or local law or regulation.
- Engage in market manipulation, collusion, wash trading, or any other activity intended to artificially influence market prices.
- Use automated bots, scripts, or other tools to interact with the Platform without our prior written consent.
- Create multiple accounts or allow others to use your account.
- Provide false information during registration or identity verification.
- Exploit bugs, glitches, or vulnerabilities in the Platform. You must report any such issues to indigocolleges@gmail.com or leotuckey@gmail.com.
- Use the Platform for money laundering, fraud, or any other illicit financial purpose.
- Harass, abuse, or harm other users.

Violation of these prohibitions may result in immediate account suspension or termination, forfeiture of balances where permitted by law, and referral to appropriate authorities.

7. Intellectual Property

All content on the Platform, including but not limited to software, design, text, graphics, and market data, is owned by or licensed to AquaLion LLC and is protected by applicable intellectual property laws. You are granted a limited, non-exclusive, non-transferable, revocable license to access and use the Platform solely for your personal, non-commercial use in accordance with these Terms.

You may not copy, modify, distribute, sell, or create derivative works based on the Platform or its content without our prior written consent.

8. Disclaimers

THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

PREDICTION MARKETS INVOLVE FINANCIAL RISK. YOU MAY LOSE SOME OR ALL OF THE FUNDS YOU DEPOSIT. PAST MARKET PERFORMANCE IS NOT INDICATIVE OF FUTURE RESULTS. NOTHING ON THE PLATFORM CONSTITUTES FINANCIAL, INVESTMENT, OR LEGAL ADVICE.

9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AQUALION LLC AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, DATA, OR GOODWILL, ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE PLATFORM. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU EXCEED THE AMOUNT OF FUNDS HELD IN YOUR UPredict ACCOUNT AT THE TIME OF THE CLAIM.

10. Indemnification

You agree to indemnify, defend, and hold harmless AquaLion LLC and its officers, directors, employees, contractors, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising out of or related to: (a) your use of the Platform; (b) your violation of these Terms; (c) your violation of any third-party rights; or (d) your violation of any applicable law.

11. Termination

We may suspend or terminate your account and access to the Platform at any time, with or without cause, with or without notice. You may terminate your account at any time by contacting us at indigocolleges@gmail.com or leotuckey@gmail.com. Upon termination, your right to use

the Platform ceases immediately. We will return any available balance in your account (less any amounts owed to us) within a reasonable time following termination, subject to applicable legal holds.

12. Governing Law and Dispute Resolution

These Terms are governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict-of-law principles.

Any dispute arising out of or relating to these Terms or the Platform shall first be submitted to good-faith negotiation. If not resolved within 30 days, the dispute shall be resolved by binding arbitration administered by the American Arbitration Association under its Consumer Arbitration Rules. The arbitration shall be conducted in English. You waive any right to participate in a class action lawsuit or class-wide arbitration.

Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in a court of competent jurisdiction to prevent irreparable harm.

13. Modifications to These Terms

We reserve the right to modify these Terms at any time. We will provide notice of material changes by posting the updated Terms on the Platform and updating the effective date. Your continued use of the Platform after the effective date of updated Terms constitutes your acceptance of the changes. If you do not agree to the updated Terms, you must stop using the Platform and close your account.

14. Miscellaneous

- Entire Agreement: These Terms, together with the Privacy Policy, constitute the entire agreement between you and us regarding the Platform and supersede all prior agreements.
 - Severability: If any provision of these Terms is found invalid or unenforceable, that provision will be modified to the minimum extent necessary to make it enforceable, and the remaining provisions will remain in full force.
 - Waiver: Our failure to enforce any right or provision of these Terms shall not constitute a waiver of that right or provision.
 - Assignment: You may not assign your rights under these Terms without our prior written consent. We may assign our rights without restriction.
 - Contact: For questions about these Terms, contact us at indigocolleges@gmail.com or leotuckey@gmail.com.
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PRIVACY POLICY

This Privacy Policy ("Policy") describes how AquaLion LLC ("Company," "we," "us," or "our") collects, uses, stores, and shares information when you use the UPredict platform ("Platform"). By using the Platform, you consent to the practices described in this Policy.

1. Information We Collect

1.1 Information You Provide Directly

- Registration information: name, institutional email address, and any other information provided during account creation.
- Identity verification information: government-issued ID, date of birth, and related information collected as required by applicable law or to prevent fraud.
- Payment information: billing details processed through our third-party payment processor. We do not store full payment card numbers on our servers.
- Communications: messages you send us via email or support channels.

1.2 Information Collected Automatically

- Usage data: pages visited, features used, trades executed, market interactions, session duration, and click-stream data.
- Device and technical data: IP address, browser type, operating system, device identifiers, and referring URLs.
- Cookies and similar technologies: we use cookies, local storage, and similar tools to maintain session state, remember preferences, and collect analytics data. See Section 6 for details.

1.3 Information from Third Parties

- Payment processors: transaction confirmation and fraud-screening signals from our payment processing partners.
- Identity verification providers: results of identity verification checks, where applicable.

2. How We Use Your Information

We use the information we collect for the following purposes:

- To create and maintain your account and verify your eligibility.
- To process deposits, withdrawals, and in-platform transactions.
- To operate, maintain, and improve the Platform and its features.
- To detect, investigate, and prevent fraud, abuse, and violations of our Terms.
- To comply with applicable legal obligations, including anti-money laundering (AML) and know-your-customer (KYC) requirements.
- To communicate with you regarding your account, transaction confirmations, policy updates, and support requests.

- To send you promotional communications, with your consent where required by law.
- To conduct internal analytics and research to improve the Platform.

We will not sell your personal information to third parties for their own marketing purposes.

3. Legal Bases for Processing (where applicable)

Where laws such as the California Consumer Privacy Act (CCPA) or other applicable privacy regulations apply, we process your personal information under the following bases:

- Contract performance: processing necessary to provide the Platform and fulfill our agreement with you.
- Legal obligation: processing required to comply with applicable law, including financial regulations.
- Legitimate interests: processing for fraud prevention, security, and service improvement, where such interests are not overridden by your rights.
- Consent: processing based on your affirmative consent, which you may withdraw at any time.

4. How We Share Your Information

We do not sell your personal information. We may share your information in the following circumstances:

- Service providers: we share information with third-party vendors who perform services on our behalf (e.g., payment processing, identity verification, cloud hosting, analytics). These providers are contractually bound to use your information only to provide services to us.
- Legal compliance: we may disclose your information to law enforcement, regulatory authorities, or other parties when required by law, subpoena, or other legal process, or when we reasonably believe disclosure is necessary to protect our rights, your safety, or the safety of others.
- Business transfers: in the event of a merger, acquisition, asset sale, or other corporate transaction, your information may be transferred as part of that transaction. We will provide notice before your information is transferred and becomes subject to a different privacy policy.
- With your consent: we may share your information for any other purpose with your prior consent.

5. Data Retention

We retain your personal information for as long as necessary to provide the Platform, comply with our legal obligations (including financial recordkeeping requirements that may require retention for five to seven years), resolve disputes, and enforce our agreements. When information is no longer needed, we delete or anonymize it in accordance with our data retention schedule.

6. Cookies and Tracking Technologies

We use cookies and similar technologies including:

- Essential cookies: required for the Platform to function (e.g., session authentication).
- Analytics cookies: used to understand how users interact with the Platform (e.g., page views, feature usage). We may use third-party analytics providers for this purpose.
- Preference cookies: used to remember your settings and preferences.

You may control cookie settings through your browser. Disabling certain cookies may affect Platform functionality. We do not currently respond to Do Not Track signals, as no industry standard for such signals has been adopted.

7. Data Security

We implement commercially reasonable technical and organizational measures to protect your information from unauthorized access, disclosure, alteration, or destruction. These measures include encryption of data in transit (TLS) and at rest, access controls, and regular security reviews.

No method of transmission or storage is 100% secure. We cannot guarantee absolute security of your information. In the event of a data breach that is likely to result in risk to your rights, we will notify you and applicable authorities as required by law.

8. Your Privacy Rights

Depending on your jurisdiction, you may have the following rights with respect to your personal information:

- Access: the right to request a copy of the personal information we hold about you.
- Correction: the right to request that we correct inaccurate or incomplete information.
- Deletion: the right to request that we delete your personal information, subject to legal retention requirements.
- Portability: the right to receive your information in a structured, machine-readable format.
- Opt-out of marketing: the right to opt out of receiving promotional communications at any time by following the unsubscribe link in our emails or contacting us directly.
- Restriction / Objection: the right to restrict or object to certain processing of your information.

To exercise any of these rights, contact us at indigocolleges@gmail.com or leotuckey@gmail.com. We will respond within the timeframe required by applicable law. We may require verification of your identity before processing your request.

California residents: under the CCPA, you have the right to know what personal information we collect, to delete it, to opt out of its sale (we do not sell personal information), and to non-discrimination for exercising your rights.

9. Children and Minors

The Platform is not directed to individuals under the age of 18. We do not knowingly collect personal information from anyone under 18. If we become aware that we have collected information from a minor, we will promptly delete it. If you believe we have inadvertently collected such information, contact us at indigocolleges@gmail.com or leotuckey@gmail.com.

10. Third-Party Links and Services

The Platform may contain links to third-party websites or integrate with third-party services. This Policy does not apply to those third parties. We are not responsible for the privacy practices of any third-party services, and we encourage you to review their privacy policies.

11. Changes to This Policy

We may update this Policy from time to time. We will notify you of material changes by posting the updated Policy on the Platform and updating the effective date at the top of this document. Your continued use of the Platform after the effective date constitutes your acceptance of the updated Policy.

12. Contact Us

If you have any questions, concerns, or requests regarding this Privacy Policy or our data practices, please contact us at:

AquaLion LLC

Email: indigocolleges@gmail.com or leotuckey@gmail.com