UPredict Terms of Service & Privacy Policy

August 31, 2026

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UPredict Terms of Service & Privacy Policy

Operated by AquaLion LLC — Last Updated: August 31, 2026

PLEASE CAREFULLY READ AND MAKE SURE YOU UNDERSTAND THIS ENTIRE DOCUMENT, INCLUDING BOTH THE TERMS OF SERVICE AND THE PRIVACY POLICY, BEFORE CREATING OR USING A UPREDICT ACCOUNT. CHECKING THE BOX TO CONTINUE PAST THIS DOCUMENT, CREATING AN ACCOUNT, OR OTHERWISE ACCESSING OR USING THE PLATFORM IS THE LEGAL EQUIVALENT OF SIGNING THIS DOCUMENT AND AGREEING TO BE BOUND BY IT. IF YOU DO NOT AGREE, YOU DO NOT HAVE PERMISSION TO USE THE PLATFORM.

This document contains two agreements: the **Terms of Service** and the **Privacy Policy**. Together they govern your access to and use of the UPredict platform. Section numbers are stable references. Section 14 contains a binding arbitration provision and a class-action waiver that affect your legal rights.

Terms of Service

These Terms of Service (“Terms”) are a legally binding contract between you and AquaLion LLC, a Delaware limited liability company (“Company,” “UPredict,” “we,” “us,” or “our”), governing your access to and use of the UPredict website, applications, and related services (collectively, the “Platform”).

1. ELIGIBILITY

To register for or use the Platform, you represent and warrant that:

- You are at least 18 years of age and have the legal capacity to enter into these Terms.
- You are a currently enrolled student, or an employed faculty or staff member, at an accredited college or university, and you have verified a valid institutional email address (ending in **.edu** or a recognized equivalent).
- You are physically located in, and a resident of, the United States, and you are not located in a U.S. state, territory, or other jurisdiction in which prediction markets or comparable activities are prohibited or restricted. It is your sole responsibility to determine whether your use of the Platform is lawful where you reside.
- You are not identified on any U.S. government list of prohibited or restricted parties, including the lists maintained by the Office of Foreign Assets Control (OFAC).

- You have not previously been suspended or removed from the Platform, and you are not using the Platform to evade a prior suspension or ban.
- If you are a current NCAA student-athlete, you will not create, trade on, or otherwise participate in any market in the “Athletics” category. NCAA Bylaw 10.3 prohibits student-athletes from wagering on any sport at any level. Participating in an Athletics-category market may jeopardize your NCAA eligibility and is a violation of these Terms.

We may verify your eligibility at any time and may suspend or terminate any account that we determine, in our sole discretion, does not meet these requirements.

2. NATURE OF THE PLATFORM

UPredict is a peer-to-peer prediction market operated for the students, faculty, and staff of participating colleges and universities. Users trade binary contracts whose value depends on the outcome of a defined, verifiable real-world event. Each contract settles at $1.00 if its outcome occurs and $0.00 if it does not.

- **No house position.** The Company does not take positions in user markets or act as the counterparty to user trades for its own account. Every contract is matched between users. Certain markets designated as Company or administrator markets are seeded for demonstration or liquidity purposes and are identified as such.
- **Market-driven pricing.** Prices are set by the orders users place, not by odds set by an operator. In an order-book market, your execution price is the price of the resting order you trade against.
- **Objective resolution.** Markets are written to resolve on objective, publicly documented, or evidence-supported criteria specified when the market is created.

The Platform is provided for entertainment, engagement, and educational forecasting among a campus community, and is offered on a beta basis. It is not a registered securities exchange, a designated contract market, a swap execution facility, or a licensed sportsbook, and nothing on the Platform is an offer of a security or a regulated derivative. We make no representation that the Platform is classified as a non-gambling activity in every jurisdiction, and you are solely responsible for understanding the legal status of prediction markets where you live.

3. ACCOUNT REGISTRATION AND SECURITY

You must create an account and verify your institutional email address before you can trade. You agree to:

- Provide accurate, current, and complete information and keep it up to date.

- Choose a username, which will be displayed publicly to other users. Your email address is never shown to other users. You may change your username at any time in your account settings.
- Keep your login credentials confidential and not share your account with, or transfer it to, anyone.
- Notify us immediately at the contact address in Section 17 if you believe your account has been compromised.
- Accept responsibility for all activity that occurs under your account.

You may hold only one account. Accounts are personal and non-transferable.

4. FUNDS, DEPOSITS, WITHDRAWALS, AND FEES

4.1 Custody of Funds. Funds you add to the Platform are held by the Company on your behalf in a Company account at our banking partner. Balances are denominated in U.S. dollars, do not earn interest, and are not deposits with a bank in your name and are not insured by the FDIC or any other agency. You may lose funds through trading, and the return of your balance may be delayed by the circumstances described in these Terms.

4.2 Deposit Limits. The minimum deposit is **$10.00** and the maximum per deposit is **$200.00**. These limits are set conservatively during the Platform's beta period and may be adjusted by the Company. Deposit limits exist to keep participation proportionate and to limit user financial exposure.

4.3 Deposits. Deposits are made through the payment methods offered on the Platform and processed by our third-party payment processor. The Company does not charge a deposit fee; the full amount you pay is credited to your balance. By making a deposit, you confirm that you are the authorized holder of the payment method used and that the funds are lawfully yours.

4.4 Withdrawals. You may request a withdrawal of your available (non-committed) balance at any time, subject to a minimum withdrawal of **$5.00**. Withdrawal requests are processed to the payment details you provide and may be subject to identity verification and processing times. We may delay, hold, or decline a withdrawal while we investigate suspected fraud, market manipulation, a violation of these Terms, or a legal or regulatory obligation.

4.5 Fees. The Company's fees are limited to the following, and are disclosed before you trade:

- **Order-book trading fee.** On markets that operate as a continuous order book, the party whose order removes liquidity (the "taker") pays a fee of approximately **2%**, calculated per fill using the formula fee = ceil(0.02 x contracts x price x (1 - price)). Orders that rest on the book and are later filled (the "maker" side) pay no fee.

- **Creator reward.** When a market created by a user resolves, that user receives a reward equal to **1%** of the market's peak open interest (for order-book markets) or 1% of the loser-funded portion of the pool (for pooled markets). This reward is funded out of trading fees the Company has collected and is not an additional charge to traders. Markets created by a Company or administrator account do not generate a creator reward.

There is no separate platform commission beyond the trading fee described above. We may change our fees on a going-forward basis with reasonable advance notice posted on the Platform.

5. MARKETS AND TRADING

5.1 How Trading Works. Most markets operate as a continuous limit order book: you submit an order to buy a Yes or No contract at a price you choose (from 1 cent to 99 cents) and for a quantity you choose, and it either matches against existing opposite-side orders or rests on the book until it does. Orders may fill partially and at multiple prices. Some older markets instead operate as a pooled, even-money matching system in which Yes and No stakes are matched one-to-one. In every case a contract pays $1.00 if it wins and $0.00 if it loses, and per-order trade limits apply (a minimum of $1.00 and a maximum of $1,000.00 in committed value per order).

5.2 Market Creation. Eligible users may propose markets. Every proposed market is reviewed by the Company and does not open for trading until approved. Markets must describe a specific, objectively resolvable event. We may reject or remove any proposed or open market that is illegal, targets or harasses a private individual, is defamatory, is designed to incentivize harmful conduct, or that we otherwise determine in our sole discretion is inappropriate for the Platform.

5.3 Market Resolution. Markets resolve according to the outcome criteria stated at creation. Some markets are resolved by one or more designated resolvers — users identified when the market is created — who submit supporting evidence for the outcome. Resolvers, and any person a market is about, are prohibited from trading that market. The Company reviews resolutions and is the final arbiter of any ambiguity, dispute, or evidentiary question. Our resolution determinations are final and binding.

5.4 Market Cancellation and Voiding. We may cancel, void, suspend, or re-resolve any market if we determine that: (a) it was created or resolved in error; (b) its criteria cannot be objectively determined; (c) the underlying event was cancelled, postponed indefinitely, or rendered moot; (d) trading in it was materially affected by manipulation, collusion, or a Platform malfunction; or (e) legal or regulatory considerations require it. When a market is voided, affected positions are returned to users' balances at the price paid, and trading fees attributable to voided trades are refunded where practicable.

5.5 No Guaranteed Liquidity. We do not guarantee that any market will have enough liquidity for you to enter or exit a position at any particular price or at all. You accept the risk of illiquid or one-sided markets.

6. PROHIBITED CONDUCT

You agree that you will not:

- Use the Platform for any purpose that violates any applicable law or regulation.
- Engage in market manipulation, including wash trading, spoofing, cornering, coordinated trading or collusion, or trading on the basis of your ability to influence or determine a market's outcome.
- Trade on, resolve, or create a market whose outcome you control, will personally decide, or have arranged to bring about.
- Use bots, scrapers, or other automated means to access or trade on the Platform without our prior written consent.
- Open more than one account, or let anyone else access or trade through your account.
- Provide false information during registration, verification, or a withdrawal request.
- Probe, scan, or test the vulnerability of the Platform, circumvent its security or access controls, or reverse engineer any part of it except as applicable law permits. You must report any bug, exploit, or vulnerability to us and must not exploit it.
- Use the Platform for money laundering, terrorist financing, fraud, or any other illicit purpose.
- Harass, threaten, defame, impersonate, or infringe the rights of any other user or third party.
- Reproduce, distribute, publicly display, sell, or create derivative works from the Platform or its content except as expressly permitted.

Violations may result in immediate suspension or termination of your account, reversal or cancellation of affected trades, forfeiture of balances to the extent permitted by law, and referral to law enforcement or other authorities.

7. INTELLECTUAL PROPERTY

The Platform and all of its content — including its software, source and object code, visual design, text, graphics, logos, and market data — are owned by or licensed to AquaLion LLC and are protected by intellectual property and other laws. Subject to your ongoing compliance with these Terms, we grant you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access and use the Platform for your personal, non-commercial use. All rights not expressly granted are reserved.

8. FEEDBACK

If you send us suggestions, ideas, or other feedback about the Platform, you grant the Company a perpetual, irrevocable, worldwide, royalty-free, fully paid license to use that feedback for any purpose, including to develop and improve our products and services, without any obligation to you.

9. DISCLAIMERS; NO WARRANTIES

THE PLATFORM AND ALL CONTENT AND MATERIALS ON IT ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT ANY MARKET WILL RESOLVE WITHIN ANY PARTICULAR TIME. NO ADVICE OR INFORMATION OBTAINED FROM THE PLATFORM CREATES ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

10. ASSUMPTION OF RISK

PREDICTION MARKETS INVOLVE FINANCIAL RISK. YOU MAY LOSE SOME OR ALL OF THE FUNDS YOU COMMIT. PRICES CAN MOVE SHARPLY, MARKETS CAN BE ILLIQUID, AND RESOLUTIONS CAN GO AGAINST YOU. PAST RESULTS DO NOT PREDICT FUTURE RESULTS. NOTHING ON THE PLATFORM IS FINANCIAL, INVESTMENT, LEGAL, OR TAX ADVICE. THE PLATFORM IS BETA SOFTWARE AND MAY CONTAIN DEFECTS. YOU USE IT AT YOUR OWN DISCRETION AND RISK.

11. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, AQUALION LLC AND ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, CONTRACTORS, AND AGENTS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, DATA, GOODWILL, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE PLATFORM OR THESE TERMS. OUR TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE PLATFORM WILL NOT EXCEED THE GREATER OF (A) THE BALANCE IN YOUR UPREDICT ACCOUNT AT THE TIME THE CLAIM AROSE OR (B) ONE HUNDRED U.S. DOLLARS ($100). THESE LIMITATIONS APPLY EVEN IF A LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW CERTAIN OF THESE LIMITATIONS, WHICH MAY NOT APPLY TO YOU.

12. INDEMNIFICATION

You will defend, indemnify, and hold harmless AquaLion LLC and its members, managers, officers, employees, contractors, and agents from and against any claim, demand, liability, damage, loss, and expense (including reasonable attorneys' fees) arising out of or connected with: (a) your use or misuse of the Platform; (b) your violation of these Terms or any applicable law; (c) your violation of any third-party right, including intellectual property or privacy rights; or (d) any dispute between you and another user or third party. We may assume the exclusive defense and control of any matter subject to indemnification by you, and you agree to cooperate with that defense.

13. TERMINATION

We may suspend or terminate your account and access to the Platform at any time, with or without cause and with or without notice. You may close your account at any time by contacting us. On termination: your license to use the Platform ends immediately; you remain responsible for any obligations accrued before termination; and we will return your available balance (less any amounts you owe us and subject to any legal hold or ongoing investigation) within a reasonable time. Sections 4.5, 7, 9, 10, 11, 12, 14, and 17 survive termination.

14. GOVERNING LAW; ARBITRATION; CLASS-ACTION WAIVER

These Terms are governed by the laws of the State of Delaware, without regard to its conflict-of-law rules.

Any dispute arising out of or relating to these Terms or the Platform will first be submitted to good-faith negotiation by written notice. If the dispute is not resolved within 30 days, it will be resolved exclusively by **binding individual arbitration** administered by the American Arbitration Association under its Consumer Arbitration Rules. The arbitration will be conducted in English and, unless the parties agree otherwise, in Delaware or by videoconference. Judgment on the award may be entered in any court of competent jurisdiction.

You and the Company each waive any right to a jury trial and any right to bring or participate in a class, collective, or representative action. Either party may still bring an individual claim in small-claims court or seek injunctive relief in court to protect its intellectual property or prevent irreparable harm. If the class-action waiver is found unenforceable as to a particular claim, that claim will proceed in court and the rest of this Section 14 will remain in effect.

15. MODIFICATIONS TO THESE TERMS AND TO THE PLATFORM

We may change these Terms on a going-forward basis at any time. We will post the updated Terms on the Platform and update the “Last Updated” date, and for material changes we will provide additional notice. Your continued use of the Platform after the update takes effect is your acceptance of the revised Terms; if you do not agree, you must stop using the Platform and may close your account. We may also modify, suspend, or discontinue any part of the Platform at any time without liability to you.

16. ELECTRONIC COMMUNICATIONS

You consent to receive communications from us electronically — by email, by messages within the Platform, and by notices posted on the Platform — and you agree that these electronic communications satisfy any legal requirement that a communication be in writing. You are responsible for keeping your email address current.

17. MISCELLANEOUS

- **Entire agreement.** These Terms and the Privacy Policy are the entire agreement between you and the Company regarding the Platform and supersede all prior understandings.
- **Severability.** If any provision is held unenforceable, it will be enforced to the maximum extent permissible and the remaining provisions will stay in effect.
- **No waiver.** Our failure to enforce a provision is not a waiver of our right to enforce it later.
- **Assignment.** You may not assign these Terms without our prior written consent. We may assign these Terms without restriction, including in connection with a merger, acquisition, or sale of assets.
- **Force majeure.** We are not liable for any delay or failure to perform caused by events beyond our reasonable control, including outages of third-party infrastructure, banking or payment systems, acts of government, or natural events.
- **Interpretation.** “Including” means “including without limitation.” Headings are for convenience only.
- **Contact.** Questions about these Terms, account security, bugs, or account closure may be sent to indigocolleges@gmail.com or leotuckey@gmail.com.

18. ADDITIONAL NOTICES

United States only. The Platform is intended for use only within the United States. We make no representation that it is appropriate or available elsewhere, and access from jurisdictions where it would be unlawful is prohibited.

Notice to California residents. Under California Civil Code Section 1789.3, California users may report a complaint to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N-112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

No support obligation. The Platform is offered on a beta basis and we are under no obligation to provide support, maintenance, updates, or error corrections.

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 here. This Policy is incorporated into, and is part of, the Terms of Service.

1. INFORMATION WE COLLECT

1.1 Information You Provide Directly

- **Registration information:** your institutional email address, your chosen username, and any other information you enter during account creation.
- **Identity and verification information:** information we may request to verify your identity or eligibility or to process a withdrawal, such as name, date of birth, or a government-issued ID, collected as needed to prevent fraud or comply with law.
- **Payment information:** billing details you enter to make a deposit, which are processed by our third-party payment processor. We do not store full payment card numbers on our servers.
- **Communications:** messages, reports, and feedback you send us.
- **Content you create:** markets you propose, resolution evidence you submit, and your trading activity.

1.2 Information Collected Automatically

- **Usage data:** pages viewed, features used, trades and orders placed, markets interacted with, and session activity.
- **Device and technical data:** IP address, browser and operating system type, device identifiers, and referring URLs.
- **Cookies and similar technologies:** used to keep you signed in, remember preferences such as your theme, and understand usage. See Section 6.

1.3 Information from Third Parties

- **Payment processor and banking partner:** transaction confirmations, settlement status, and fraud-screening signals.
- **Identity verification providers:** the results of any verification checks we run.

2. INFORMATION VISIBLE TO OTHER USERS

Other users can see your **username** and the market activity tied to it, such as markets you create, your position in a market where it is shown, and your standing on public leaderboards. Other users cannot see your email address, your real name, your balance, your deposits or withdrawals, or your identity-verification information.

3. HOW WE USE YOUR INFORMATION

- To create and maintain your account and verify your eligibility.
- To process deposits, withdrawals, trades, market resolutions, and creator rewards.
- To operate, secure, maintain, and improve the Platform.
- To detect, investigate, and prevent fraud, manipulation, and violations of our Terms.
- To comply with legal obligations, including financial-recordkeeping, anti-money-laundering, and know-your-customer requirements that may apply.
- To communicate with you about your account, transactions, market outcomes, policy updates, and support requests.
- To send you optional product updates, where permitted by law and subject to your ability to opt out.
- To conduct internal analytics and research.

We do not sell your personal information.

4. LEGAL BASES FOR PROCESSING (WHERE APPLICABLE)

- **Contract performance:** processing needed to provide the Platform to you.
- **Legal obligation:** processing required to comply with applicable law.
- **Legitimate interests:** processing for security, fraud prevention, and improving the Platform, where not overridden by your rights.
- **Consent:** processing you have affirmatively agreed to, which you may withdraw at any time.

5. HOW WE SHARE YOUR INFORMATION

- **Service providers:** vendors that host our infrastructure, process payments, provide our banking relationship, run analytics, or perform identity verification, each bound to use your information only to provide services to us.
- **Legal and safety:** to law enforcement, regulators, or other parties when required by law or legal process, or when we reasonably believe disclosure is necessary to protect the rights, property, or safety of the Company, our users, or the public.
- **Business transfers:** in connection with a merger, acquisition, financing, or sale of assets, with notice as required by law.
- **With your consent:** for any other purpose you approve.

6. COOKIES AND TRACKING TECHNOLOGIES

We use:

- **Essential cookies** required for the Platform to function, such as session authentication.
- **Preference storage** to remember settings like your display theme.
- **Analytics** to understand how the Platform is used.

You can control cookies through your browser; disabling essential cookies will prevent you from signing in. We do not currently respond to “Do Not Track” signals because no common standard for them has been adopted.

7. DATA RETENTION

We keep your information for as long as your account is active and afterward as needed to comply with legal obligations (financial records may need to be retained for several years), resolve disputes, and enforce our agreements. When information is no longer needed, we delete or anonymize it.

8. DATA SECURITY

We use commercially reasonable technical and organizational safeguards, including encryption of data in transit and at rest and access controls, to protect your information. No system is perfectly secure, and we cannot guarantee absolute security. If a breach occurs that is likely to create a risk to you, we will notify you and the appropriate authorities as required by law.

9. YOUR PRIVACY RIGHTS

Depending on where you live, you may have the right to:

- **Access** the personal information we hold about you.
- **Correct** information that is inaccurate or incomplete.
- **Delete** your personal information, subject to legal retention requirements.
- **Receive a copy** of your information in a portable format.
- **Opt out** of non-essential communications.
- **Restrict or object to** certain processing.

To exercise a right, contact us at **indigocolleges@gmail.com** or **leotuckey@gmail.com**. We may need to verify your identity first, and we will respond within the time required by applicable law. Closing your account or deleting your data while you hold a balance or an open position may require you to withdraw or settle first.

California residents. Under the CCPA/CPRA you have the right to know what personal information we collect and how we use it, to request deletion, to opt out of the "sale" or "sharing" of personal information (we do neither), and not to be discriminated against for exercising your rights.

10. CHILDREN AND MINORS

The Platform is for adults aged 18 and older. We do not knowingly collect personal information from anyone under 18. If we learn that we have, we will delete it. If you believe a minor has provided us information, contact us at the addresses above.

11. THIRD-PARTY LINKS AND SERVICES

The Platform may link to or reference third-party sites and services (for example, the sources cited in a market's resolution criteria). This Policy does not cover those third parties, and we are not responsible for their practices.

12. CHANGES TO THIS POLICY

We may update this Policy from time to time. We will post the updated Policy on the Platform and update the "Last Updated" date, and we will provide additional notice of material changes. Your continued use of the Platform after the update takes effect is your acceptance of it.

13. CONTACT US

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