

# Terms of Service

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oddeon.xyz

**Summary of key points.** Oddeon is a non-custodial order routing platform for prediction markets. We never hold your funds. Trading on prediction markets involves significant risk, including total loss of the amounts you commit. Your access to specific venues depends on the rules of those venues, including their jurisdictional restrictions. Disputes under these Terms are resolved by binding individual arbitration, and you waive the right to participate in class actions. This summary is for convenience only and does not replace the full Terms below.

## 1 Acceptance of These Terms

These Terms of Service (the "Terms") are a binding agreement between you and Oddeon Inc., a Delaware corporation ("Oddeon," "we," "us," or "our"), governing your access to and use of the Oddeon platform, including the website at oddeon.xyz, associated applications, APIs, smart contract interfaces, and related services (together, the "Service").

By creating an account, accessing the Service, or using any part of it, you agree to these Terms and to our Privacy Policy. If you do not agree, do not use the Service. If you use the Service on behalf of an entity, you represent that you have authority to bind that entity, and "you" refers to that entity.

## 2 What the Service Is

Oddeon aggregates markets, prices, and orderbooks from third-party prediction market venues (each a "Venue") and routes orders you place to one or more Venues seeking the best available execution. The Service includes market discovery and comparison tools, order routing and order splitting, wallet management, cross-chain bridging integrations, and portfolio and trade history views.

Oddeon is an interface and routing layer. Oddeon is not a prediction market, an exchange, a broker-dealer, a futures commission merchant, an investment adviser, or a money transmitter. All markets you trade are created, operated, and settled by the Venues, not by Oddeon. When you place an order through the Service, the resulting transaction is executed on a Venue under that Venue's rules and smart contracts.

## 3 Eligibility

To use the Service you must:

- be at least 18 years old, or the age of majority in your jurisdiction if higher;
- have full legal capacity to enter into these Terms;

- not be located in, organized in, or a resident of any jurisdiction subject to comprehensive sanctions administered by the U.S. Office of Foreign Assets Control (OFAC) or equivalent authorities, and not be a person named on any sanctions or restricted-party list; and
- be legally permitted to use the Service and to trade on the relevant Venues under the laws that apply to you.

**Venue-level restrictions.** Each Venue imposes its own eligibility, licensing, and jurisdictional restrictions, which may differ from ours and from each other. Certain Venues restrict or prohibit participation by residents of particular jurisdictions, including in some cases the United States. Availability of a Venue through the Service does not mean you are permitted to trade on it. You are solely responsible for determining whether your use of any Venue is lawful where you live, and you must not use the Service to access any Venue from which you are barred. Using tools or techniques to misrepresent your location, including VPNs or proxies, in order to access a restricted Venue is a material breach of these Terms.

## 4 Accounts, Verification, and Security

You register through our authentication provider and may be required to complete identity or other verification steps before some or all features are available. You agree to provide accurate, current, and complete information and to keep it updated. We may decline, suspend, limit, or close an account at our discretion, including where required for legal, compliance, or security reasons.

You are responsible for all activity under your account and for safeguarding your login credentials, connected devices, and any wallet credentials or private keys you control. Notify us promptly at the contact address in Section 19 if you suspect unauthorized access.

## 5 Wallets and Custody

The Service uses non-custodial wallet infrastructure. Wallets created through the Service are generated and secured by a third-party key management provider using trusted execution environments, and transactions are signed under your direction. **Oddeon does not take custody of your funds, does not hold your private keys, and cannot move your assets without your authorization.**

You may also import externally created wallets. You are solely responsible for the security and backup of any imported keys. Loss of keys or credentials may result in permanent loss of access to associated assets, and Oddeon has no ability to recover them. Per-wallet permissions and limits you configure are controls you set at your own discretion and do not create custody or fiduciary obligations for Oddeon.

## 6 Orders, Routing, and Execution

When you submit an order, the Service determines a routing plan across one or more Venues based on available prices, liquidity, and your settings, and displays the estimated execution venue, price, slippage, and fees before you confirm. By confirming, you authorize execution of the routed order on the selected Venue or Venues.

- **Estimates only.** Quoted prices, slippage, and fees are estimates based on data available at the time. Actual execution may differ due to market movement, latency, or Venue behavior.
- **No guarantee of best execution.** We seek the best available price across integrated Venues at the time of routing, but we do not guarantee that any execution is the best price available in the market as a whole or at the moment of settlement.

- **Slippage controls.** Orders exceeding your configured slippage tolerance are rejected. You may be offered the option to accept a new price.
- **Finality.** Executed transactions on Venues and public blockchains are generally irreversible. Oddeon cannot cancel, reverse, or modify a transaction once executed.
- **Venue rules govern.** Order matching, settlement, market resolution, and payout are governed entirely by the relevant Venue's rules and contracts. Disputes about market outcomes or resolutions must be raised with the Venue.

## 7 Third-Party Venues and Services

The Service integrates third-party services, including Venues (such as Polymarket and Limitless), authentication and wallet infrastructure providers, blockchain networks, and bridging services used to move assets between chains. Each is operated by an independent party under its own terms, which you may be required to accept and which apply to your use of that service.

Oddeon does not control and is not responsible for third-party services, including their availability, security, data accuracy, market resolutions, fees, geo-restrictions, or compliance with law. Bridging transfers in particular involve third-party protocols and carry their own fees and risks, including delay and loss of funds. References to any Venue or third-party service do not imply endorsement.

## 8 Fees

Oddeon may charge fees on orders routed through the Service, including a routing fee applied to executed volume. All fees applicable to an order are displayed before you confirm it. Third-party costs, including Venue fees, bridge fees, and blockchain network (gas) fees, may apply in addition and may be deducted from transferred or executed amounts. Where Oddeon currently absorbs a third-party cost, such as gas on supported networks, that is a discretionary accommodation we may change at any time.

We may change our fee structure prospectively by updating the Service or these Terms. Fee changes do not apply retroactively to already-executed orders.

## 9 Risk Disclosures

Trading on prediction markets is speculative and involves substantial risk. By using the Service you acknowledge and accept, without limitation, the following:

- **Total loss.** You may lose the entire amount you commit to any position. Never trade funds you cannot afford to lose.
- **Market risk.** Prices are volatile and liquidity may be thin or disappear. You may be unable to exit a position at an acceptable price or at all.
- **Resolution risk.** Market outcomes are determined by Venue resolution processes, which may be delayed, disputed, or resolved in ways you consider incorrect.
- **Technology risk.** Smart contracts, blockchains, bridges, oracles, and the Service itself may contain bugs, be exploited, or fail. Blockchain transactions are irreversible.

- **Regulatory risk.** The legal treatment of prediction markets and related services is unsettled and varies by jurisdiction. Laws, enforcement positions, or Venue policies may change in ways that restrict or terminate your ability to use the Service or access funds on a Venue.
- **No advice.** Nothing in the Service is investment, financial, legal, or tax advice. Market data, odds, estimated prices, and any analytics are informational only. You are solely responsible for your trading decisions and for your tax obligations.

## 10 Prohibited Conduct

You agree not to:

- use the Service in violation of any applicable law, regulation, or sanction, or to access a Venue from which you are restricted;
- misrepresent your identity or location, including through VPNs or proxies, to evade eligibility or geo-restrictions of the Service or any Venue;
- engage in market manipulation, wash trading, front-running, spoofing, or trading on material non-public information where prohibited;
- use the Service in connection with money laundering, terrorist financing, fraud, or proceeds of crime;
- interfere with or disrupt the Service, probe or breach its security, or access it through automated means except via interfaces we make available for that purpose;
- reverse engineer, copy, resell, or create derivative works of the Service except as permitted by law; or
- use the Service if you are barred from doing so under Section 3.

We may monitor for prohibited conduct and may suspend or terminate access, cancel pending orders, or report activity to authorities where we believe conduct violates these Terms or the law.

## 11 Intellectual Property

The Service, including its software, design, branding, text, and data compilations, is owned by Oddeon or its licensors and is protected by intellectual property laws. We grant you a limited, revocable, non-exclusive, non-transferable license to use the Service for its intended purpose in accordance with these Terms. No other rights are granted. Feedback you provide may be used by us without restriction or obligation to you.

## 12 Privacy and Data

Our collection and use of personal information is described in our Privacy Policy, available on the website. Market data and pricing information displayed through the Service may originate from Venues and other third parties and is provided without warranty of accuracy, completeness, or timeliness.

## 13 Disclaimers of Warranties

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT,

ACCURACY, AND UNINTERRUPTED OR ERROR-FREE OPERATION. ODDEON DOES NOT WARRANT THAT ORDERS WILL BE EXECUTED, THAT DISPLAYED PRICES OR ESTIMATES ARE ACCURATE, THAT ANY VENUE WILL PERFORM, OR THAT THE SERVICE WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

## 14 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ODDEON AND ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AND AGENTS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST DATA, OR LOSS OF DIGITAL ASSETS, ARISING OUT OF OR RELATING TO THE SERVICE, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF ODDEON FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE WILL NOT EXCEED THE GREATER OF (A) THE TOTAL FEES YOU PAID TO ODDEON IN THE TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, AND (B) ONE HUNDRED U.S. DOLLARS (US\$100).

Nothing in these Terms limits liability that cannot be limited by law, including liability for fraud or willful misconduct.

## 15 Indemnification

You will indemnify, defend, and hold harmless Oddeon and its officers, directors, employees, and agents from and against any claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or relating to your use of the Service, your violation of these Terms, your violation of any law or the rights of a third party, or your trading activity on any Venue.

## 16 Dispute Resolution: Arbitration and Class Waiver

**Please read this section carefully. It affects your legal rights.**

**Informal resolution first.** Before filing a claim, you agree to contact us at the address in Section 19 and attempt in good faith to resolve the dispute informally for at least 30 days.

**Binding arbitration.** Any dispute, claim, or controversy arising out of or relating to these Terms or the Service that is not resolved informally will be resolved by final and binding arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. The arbitration will be conducted in English by a single arbitrator. Unless the parties agree otherwise, the arbitration will be conducted remotely by videoconference or, if an in-person hearing is required, in Wilmington, Delaware, or another mutually agreed location. Judgment on the award may be entered in any court of competent jurisdiction. The Federal Arbitration Act governs the interpretation and enforcement of this Section.

**Class action waiver.** YOU AND ODDEON EACH WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION, CLASS ARBITRATION, OR OTHER REPRESENTATIVE PROCEEDING. DISPUTES MAY BE BROUGHT ONLY ON AN INDIVIDUAL BASIS. If the class action waiver is found unenforceable as to a particular claim, that claim, and only that claim, must proceed in court.

**Exceptions.** Either party may bring an individual claim in small claims court, and either party may seek injunctive or equitable relief in court for actual or threatened infringement or misuse of intellectual property or for unauthorized access to the Service.

**Opt-out.** You may opt out of this arbitration agreement by sending written notice to the contact address in Section 19 within 30 days of first accepting these Terms, stating your name, account identifier, and intent to opt out. Opting out does not affect any other provision of these Terms.

**Governing law.** These Terms are governed by the laws of the State of Delaware, without regard to conflict-of-laws principles. For any dispute not subject to arbitration, you and Oddeon submit to the exclusive jurisdiction of the state and federal courts located in Delaware.

## 17 Suspension and Termination

You may stop using the Service at any time. Because the Service is non-custodial, termination of your account does not affect assets held in wallets you control, and you remain able to access those assets through the underlying key management provider or your own keys, subject to that provider's terms.

We may suspend or terminate your access to the Service at any time, with or without notice, including where we believe you have violated these Terms, where required by law, or where continuing to serve you creates legal, regulatory, or security risk for Oddeon. Sections that by their nature should survive termination, including Sections 9, 11, and 13 through 16, survive.

## 18 Changes to the Service and These Terms

We may modify, add, or discontinue features of the Service at any time. We may update these Terms from time to time. If we make material changes, we will provide notice through the Service or by other reasonable means, and the updated Terms will state their effective date. Your continued use of the Service after the effective date constitutes acceptance of the updated Terms. If you do not agree to updated Terms, stop using the Service.

## 19 General

**Entire agreement.** These Terms, together with the Privacy Policy and any additional terms for specific features, are the entire agreement between you and Oddeon regarding the Service. **Severability.** If any provision is found unenforceable, it will be limited or eliminated to the minimum extent necessary, and the remaining provisions remain in effect. **No waiver.** Our failure to enforce a provision is not a waiver of it. **Assignment.** You may not assign these Terms without our consent. We may assign them in connection with a merger, acquisition, or sale of assets. **Force majeure.** We are not liable for delay or failure caused by events beyond our reasonable control, including blockchain network failures, Venue outages, acts of government, and internet disruptions. **Contact.** Questions about these Terms can be sent to [legal@oddeon.xyz](mailto:legal@oddeon.xyz).