

ARC PREDICT INC.

Privacy Policy

How we collect, use, and protect your personal information

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PLAIN-ENGLISH SUMMARY

We collect your financial account data (through Plaid) and a small amount of profile and usage data. We use it to generate your forecasts and improve the product. We do not sell your personal information. We do not share it with advertisers. We do not use it to make decisions about credit, insurance, housing, or employment. You can see, correct, delete, or download your data at any time. This summary is not legally binding — the sections below are.

Arc Predict Inc. (“Arc Predict,” “we,” “us,” or “our”) is committed to protecting your privacy. This Privacy Policy describes how we collect, use, disclose, and safeguard personal information when you use the Arc Predict platform, website (arcpredict.com), mobile applications, and related services (collectively, the “Platform”).

This Privacy Policy must be read together with our Terms of Service, our GLBA Privacy Notice (which describes how we handle nonpublic personal information under the federal Gramm-Leach-Bliley Act), our Cookie Policy, and our Acceptable Use Policy. If there is a conflict between this Privacy Policy and another Arc Predict document, this Privacy Policy controls for data handling matters, except where the GLBA Privacy Notice is required by federal law to control.

By accessing or using the Platform, you consent to the data practices described in this Privacy Policy.

1. Scope and Applicability

This Privacy Policy applies to personal information we collect through the Platform. It does not apply to information collected by third parties, including Plaid, your financial institutions, your payment card network, or any third-party website or service that links to or from the Platform. The privacy practices of those third parties are governed by their own privacy policies.

The Platform is intended for individuals in the United States. If you are located outside the United States, please do not use the Platform.

2. Information We Collect

2.1 Information You Provide Directly

When you create an account or interact with the Platform, you may provide us:

- (a) identifiers such as your name, email address, phone number, and date of birth;
- (b) account credentials such as your password or other authentication factors (stored only as salted hashes);

- (c) demographic information you choose to share, such as household size, employment category, or financial goals;
- (d) payment information for paid subscription tiers (processed by our payment processor Stripe; we do not store full card numbers);
- (e) information contained in support requests, survey responses, or other communications you send us.

2.2 Financial Information Collected Through Plaid

When you link one or more financial accounts through our integration with Plaid, we receive:

- (f) account information: institution name, account nickname, account type, and masked or tokenized account and routing numbers;
- (g) balance information: current balances, available balances, and credit limits where applicable;
- (h) transaction data: transaction amounts, dates, descriptions, categories, merchant names, and pending status;
- (i) account holder identity information provided by your financial institution.

Your banking login credentials are entered directly into Plaid’s interface and are never transmitted to, seen by, or stored by Arc Predict. Arc Predict receives read-only access. We cannot initiate payments, transfers, or withdrawals.

2.3 Information Collected Automatically

When you access or use the Platform, we and our service providers may automatically collect:

- (j) device and technical data such as device type, operating system, browser type and version, IP address, screen resolution, and language preference;
- (k) usage data such as the pages you view, features you use, the time and duration of your sessions, links you click, and referring/exit URLs;
- (l) diagnostic data such as crash logs, performance metrics, and error reports;
- (m) cookie and similar technology data as described in our Cookie Policy.

2.4 Sensitive Personal Information

Under the California Privacy Rights Act (CPRA) and similar state laws, some of the information we collect qualifies as “Sensitive Personal Information,” including: account log-in credentials; financial account numbers (even in masked/tokenized form); and precise financial transaction details. We use Sensitive Personal Information only for the purposes listed in Section 3 and do not use it to infer characteristics about you for advertising, profiling, or any other purpose not reasonably necessary to deliver the Services.

2.5 Information We Do Not Collect

We do not collect, and instruct our service providers not to collect: biometric identifiers or templates (face, fingerprint, voice, retina); precise geolocation beyond IP-based city/region; political, religious, or philosophical beliefs; trade union membership; genetic or health information; or personal information of children under 18. We do not perform facial recognition or similar profiling on any images you submit. We do not purchase personal information from data brokers.

3. How We Use Your Information

We use personal information for the following specific purposes:

Purpose	Description
Provide the Services	Generate the forecasts, projections, and analyses that are the core of the Platform.
Account management	Authenticate you, maintain your account, provide customer support, and manage billing for paid tiers.
Algorithmic processing	Run your data through our proprietary statistical models to produce 30/60/90-day balance forecasts, cash flow analyses, and recurring-payment detection. This processing is described in Section 4 below.
Product improvement	Analyze aggregated, de-identified usage data to identify bugs, improve features, and refine forecasting accuracy.
Model training (de-identified only)	Train and refine our predictive models on aggregated, de-identified datasets that cannot reasonably be linked to any individual user.
Service communications	Send you transactional messages (account confirmations, billing receipts, security alerts, and service notifications).
Promotional communications (optional)	Send you optional marketing messages about Arc Predict features, tips, and offers. You can opt out at any time.
Security and fraud prevention	Detect, investigate, and prevent fraud, abuse, security incidents, and unauthorized access to the Platform or user accounts.
Legal compliance	Comply with applicable laws, regulations, court orders, and legal processes, including the Gramm-Leach-Bliley Act, tax reporting obligations, and subpoena response.
Enforce our terms	Enforce our Terms of Service and other agreements, and protect the rights, property, and safety of Arc Predict, our users, or others.
Business transactions	Facilitate a merger, acquisition, financing, reorganization, sale of assets, or similar transaction, subject to the protections described in Section 9.

WE DO NOT, AND WILL NOT, USE YOUR PERSONAL INFORMATION TO: (A) MAKE CREDIT, INSURANCE, EMPLOYMENT, TENANCY, OR SIMILAR ELIGIBILITY DECISIONS; (B) COMPILE A “CONSUMER REPORT” WITHIN THE MEANING OF THE FAIR CREDIT REPORTING ACT; (C) SERVE YOU TARGETED ADVERTISING BASED ON YOUR FINANCIAL TRANSACTION DATA; (D) PERFORM “AUTOMATED DECISION-MAKING” THAT PRODUCES LEGAL OR SIMILARLY SIGNIFICANT EFFECTS ON YOU; OR (E) TRAIN THIRD-PARTY ARTIFICIAL INTELLIGENCE MODELS USING YOUR IDENTIFIABLE PERSONAL INFORMATION.

4. Algorithmic and Predictive Data Processing

4.1 How Your Data Is Processed

Your transaction history, account balances, and financial patterns are analyzed by Arc Predict's proprietary algorithms to produce forward-looking projections, including estimated future balances, spending forecasts, and cash flow predictions. These algorithms identify patterns in your historical data and apply statistical and computational techniques to generate estimates of future financial outcomes.

4.2 Categories of Input Data

The following categories of your data may be used as inputs to our predictive models: (a) transaction amounts, dates, frequencies, and categories; (b) account balances over time; (c) recurring payment patterns; (d) income deposit patterns; (e) spending category distributions; and (f) seasonal and cyclical financial patterns.

4.3 Limitations and Human Oversight

Our algorithms generate probabilistic estimates, not certainties. Projections are based on historical patterns and may not account for future changes in your financial behavior, economic conditions, or unforeseen events. Our engineering team regularly reviews model outputs, and we continuously refine our models, which may cause projections to change over time.

4.4 No Automated Decision-Making

Arc Predict does not use automated decision-making processes that produce legal effects or similarly significant effects on you within the meaning of applicable U.S. state privacy laws or the EU General Data Protection Regulation. Our forecasts are informational tools only and do not make decisions on your behalf, restrict your access to financial services, or affect your creditworthiness.

4.5 Model Training Data

Where we use user data to train or refine our models, we do so only using aggregated, de-identified datasets. De-identification involves stripping direct identifiers, salting identifiers that remain, coarsening values to bucket ranges where appropriate, and applying technical and organizational controls to prevent re-identification. We do not use individually identifiable transaction data to train models.

5. How We Share Your Information

WE DO NOT SELL YOUR PERSONAL INFORMATION. WE DO NOT SHARE YOUR PERSONAL INFORMATION FOR CROSS-CONTEXT BEHAVIORAL ADVERTISING. WE DO NOT SHARE YOUR FINANCIAL TRANSACTION DATA WITH ANY THIRD PARTY FOR THAT THIRD PARTY'S OWN MARKETING PURPOSES.

We share personal information only in the following limited circumstances:

5.1 Service Providers

We share information with third-party service providers who process data on our behalf and under contractual obligations to protect it. Our principal service providers include:

- (n) Plaid Inc. — financial account connectivity;
- (o) Plaid Inc. — payment processing for paid tiers;
- (p) Amazon Web Services (or successor cloud infrastructure provider) — hosting and storage;
- (q) email and notification delivery providers (for example, Postmark, Twilio, or SendGrid);
- (r) customer support tooling providers;

- (s) analytics and error-reporting providers (for example, Sentry or PostHog), on a de-identified basis where feasible.

Each of these providers is contractually restricted to using the information only to perform services on our behalf and is prohibited from selling or sharing it or using it for their own purposes.

5.2 Household Members and Authorized Users

If you invite a Household Member or Financial Professional to access your account, that person will see your account data, including transaction history, linked account information, and forecasts. You are responsible for obtaining their consent before adding them.

5.3 Legal Process and Public Authorities

We may disclose personal information to governmental authorities, courts, or other third parties when we believe in good faith that disclosure is required or permitted by law, including to respond to subpoenas, court orders, or lawful requests by public authorities; to enforce our agreements; to protect the rights, property, or safety of Arc Predict, our users, or others; or to investigate suspected fraud or security incidents. We will, where not legally prohibited, notify you of any such request.

5.4 Business Transactions

In the event of a merger, acquisition, financing, reorganization, bankruptcy, receivership, sale of all or substantially all of our assets, or similar transaction, personal information may be transferred to a successor entity or acquirer. We will notify you by email and post a notice on the Platform before any transfer is effective, and will use commercially reasonable efforts to require the successor to honor the protections in this Privacy Policy or provide you with a meaningful opportunity to delete your data before the transfer.

5.5 With Your Consent

We may share personal information with third parties with your explicit consent, such as when you direct us to share your data with a specific integration partner. You may revoke consent at any time, but revocation is not retroactive.

5.6 Aggregated, De-Identified Data

We may create and share aggregated or de-identified data that cannot reasonably be linked to any individual. For example, we may publish aggregated industry trends (such as median discretionary spending by metro area) derived from de-identified user data. This information is not personal information and is not subject to the restrictions in this Privacy Policy.

6. Data Retention

We retain personal information only for as long as necessary to fulfill the purposes described in this Privacy Policy, unless a longer retention period is required or permitted by law. Specifically:

Category	Retention
Active account data	For the life of your account.
Linked financial transactions	Up to 24 months of rolling history, plus the life of your account.

Category	Retention
Closed account data	Deleted or de-identified within 90 days of account closure, except as noted below.
Billing and tax records	7 years after the transaction, per IRS requirements.
Fraud and security records	Up to 7 years to meet legal obligations and to detect repeat abuse.
Support tickets	3 years after resolution.
Aggregated/de-identified data	Retained indefinitely, as it is no longer personal information.
Consent and preference records	At least 3 years after collection or 1 year after account termination, whichever is longer (per California ARL).
Backup copies	Rotated and purged within 60 days of deletion from production systems.

When we de-identify personal information, we take technical and organizational measures to prevent re-identification, commit not to attempt re-identification, and contractually bind any recipients of the de-identified data to the same commitments.

7. Data Security

We maintain administrative, technical, and physical safeguards designed to protect your personal information, including:

- (t) encryption of data in transit using TLS 1.2 or higher;
- (u) encryption of data at rest using AES-256 encryption;
- (v) cloud infrastructure hosted on providers that maintain SOC 2 Type 2 certification (or equivalent);
- (w) role-based access controls, with employee access to personal information limited on a need-to-know basis;
- (x) mandatory multi-factor authentication for all internal administrative access;
- (y) regular security assessments, penetration testing, and vulnerability scanning;
- (z) a documented incident response plan;
- (aa) secure software development lifecycle practices, including code review and dependency scanning;
- (bb) read-only access to your linked financial accounts — Arc Predict cannot move, transfer, or withdraw funds;
- (cc) background checks and security-awareness training for all personnel with access to production systems.

No method of electronic transmission or storage is 100% secure. While we strive to protect your information using commercially reasonable means, we cannot guarantee its absolute security.

8. Data Breach Notification

If we become aware of a security incident that results in unauthorized access to, acquisition of, or disclosure of your personal information, we will:

- (dd) investigate and take reasonable steps to contain and remediate the incident;
- (ee) notify affected users without unreasonable delay, and in any event within the timeframes required by applicable state and federal law (for many states, within 30 to 60 days; sooner where required);
- (ff) notify applicable regulators, law enforcement, or credit bureaus where required by law;
- (gg) include in our notification a description of the incident, the categories of information involved, steps we have taken in response, and steps you can take to protect yourself.

Notice may be provided by email to the address on file with your account, by first-class mail, by conspicuous posting on the Platform, or by such other means as permitted by applicable law.

9. Your Rights and Choices

9.1 Universal Rights (All Users)

Regardless of where you live, you may:

- (hh) access and review your account information through the Platform;
- (ii) update or correct your account information at any time;
- (jj) download a copy of your data in a portable format through your account settings;
- (kk) close your account and request deletion of your data, subject to the retention obligations in Section 6;
- (ll) disconnect any linked financial account at any time;
- (mm) opt out of promotional communications by using the unsubscribe link in any promotional email or by adjusting in-app notification settings; and
- (nn) revoke any previously granted consent, though revocation is not retroactive.

9.2 California Residents (CCPA/CPRA)

If you are a California resident, you have the following additional rights under the California Consumer Privacy Act, as amended by the California Privacy Rights Act:

- (oo) Right to know: the categories of personal information we collect, the sources from which we collect it, the business or commercial purposes for collecting or sharing it, and the categories of third parties with which we share it.
- (pp) Right to access: a copy of the specific pieces of personal information we hold about you.
- (qq) Right to delete: deletion of personal information we have collected about you, subject to limited exceptions.
- (rr) Right to correct: correction of inaccurate personal information we maintain about you.
- (ss) Right to limit use of Sensitive Personal Information: to limit our use of Sensitive Personal Information to purposes reasonably necessary to deliver the Services.
- (tt) Right to opt out of “sale” or “sharing”: Arc Predict does not sell or share personal information as those terms are defined under the CCPA/CPRA. Nevertheless, to exercise this right for completeness, you may submit a request at arcpredict.com/privacy/do-not-sell.

(uu) Right to non-discrimination: we will not discriminate against you for exercising any of these rights.

(vv) Right of authorized agent: you may designate an authorized agent to make a request on your behalf, subject to our identity verification procedures described in Section 9.6.

Notice of Financial Incentive: Our paid subscription tiers offer additional features (such as extended forecasting horizons) in exchange for a subscription fee. These tiers are not contingent on any financial incentive tied to the collection, retention, or disclosure of personal information. The value of personal information to us is not a material part of our subscription offering. You may decline or cancel a paid subscription at any time without affecting the privacy rights described in this Policy.

9.3 Residents of Other U.S. States

Residents of Virginia (VCDPA), Colorado (CPA), Connecticut (CTDPA), Utah (UCPA), Texas (TDPSA), Oregon (OCA), Montana (MCDPA), Iowa (ICDPA), Delaware (DPDPA), Tennessee (TIPA), Indiana (ICDPA), New Hampshire (NHPA), New Jersey (NJDP), Maryland (MODPA), Kentucky (KCDPA), Minnesota (MCDPA), Rhode Island (RIDTPA), and any other U.S. state with a comparable consumer privacy law, may have rights to: (a) confirm whether we are processing their personal information; (b) access personal information in a portable format; (c) correct inaccurate personal information; (d) delete personal information; (e) opt out of targeted advertising, sale of personal information, or certain profiling; and (f) appeal a denial of a privacy request.

Arc Predict does not engage in targeted advertising, sale of personal information, or profiling producing legal or similarly significant effects on you. To exercise other rights, submit a request as described in Section 9.6.

9.4 Global Privacy Control (GPC)

When you visit the Platform using a browser that transmits a Global Privacy Control signal, we treat that signal as a valid request from California and Colorado residents to opt out of any “sale” or “sharing” of personal information (though as noted, we do not sell or share personal information in any event).

9.5 Appeal of Denied Requests

If we decline to take action on your privacy request, you may appeal our decision within 60 days by emailing privacy@arcpredict.com with the subject line “Privacy Request Appeal.” We will respond to your appeal within 45 days (or within such period as applicable law requires). If your appeal is denied, you may contact your state attorney general to submit a complaint.

9.6 How to Submit a Request; Identity Verification

Submit privacy rights requests through your account settings, by emailing privacy@arcpredict.com, or by using the web form at arcpredict.com/privacy/request. To protect your information, we will verify your identity before acting on a request by matching the information in your request against information in your account (for example, email address, account identifiers, and security questions). For deletion or high-sensitivity requests, we may require additional verification. If you submit through an authorized agent, we will require proof of the agent’s authority (such as a signed letter or a valid power of attorney) and may require you to verify your own identity directly with us.

We will respond to verified requests within the period required by applicable law (generally 45 days for CCPA/CPRA, extendable by an additional 45 days for complex requests). If we cannot verify your identity with a reasonable degree of certainty, we may decline your request and will explain why.

10. Cookies and Similar Technologies

This Section 10 constitutes Arc Predict’s Cookie Policy.

10.1 What Are Cookies?

A cookie is a small text file that a website places on your device. Cookies allow the website to recognize your device, remember your preferences, and understand how you interact with the site. Similar technologies include pixel tags (or “web beacons”), local storage, session storage, and software development kit (SDK) instrumentation in mobile apps. In this Policy, “cookies” is shorthand for all of these.

10.2 Types of Cookies We Use

Arc Predict uses the following categories of cookies:

- (ww) **Strictly Necessary Cookies** — essential for the Platform to function. These enable authentication, session management, load balancing, fraud prevention, and security. These cookies cannot be disabled without impairing Platform functionality, and no consent is required for them under applicable law.
- (xx) **Performance and Analytics Cookies** — help Arc Predict understand how users interact with the Platform, such as which pages are most visited, how long users spend on each page, and where errors occur. Arc Predict uses privacy-respecting analytics configurations, including IP truncation and no cross-site tracking.
- (yy) **Functional Cookies** — remember choices you make (for example, your display preferences or language selection) to provide a more personalized experience. Disabling these may cause some features to behave unexpectedly.
- (zz) **Advertising Cookies** — NOT USED. Arc Predict does not place advertising cookies on the Platform and does not permit third parties to do so through the Platform. If this ever changes, we will update this Policy and provide appropriate notice and consent mechanisms before any such cookies are placed.

10.3 Specific Cookies

The table below lists the principal cookies used on the Platform. Specific cookie names, expiration times, and vendors may change as the Platform evolves; the most current list is available at arcpredict.com/legal/privacy.

Name	Category	Purpose	Duration
arcp_session	Strictly Necessary	Maintains your authenticated session.	Session
arcp_csrf	Strictly Necessary	Prevents cross-site request forgery attacks.	Session
arcp_consent	Strictly Necessary	Records your cookie consent choices.	12 months
arcp_prefs	Functional	Stores display and notification preferences.	12 months
arcp_analytics	Analytics	Aggregates usage and performance data.	24 months
arcp_errors	Analytics	Captures error diagnostics.	30 days

10.4 Managing Your Cookie Preferences

Through the Arc Predict cookie banner: when you first visit the Platform, you will see a cookie consent banner allowing you to accept all cookies, reject non-essential cookies, or customize your preferences. You can revisit your choices at any time by clicking “Cookie Preferences” in the Platform footer.

Through your browser: most browsers allow you to refuse or delete cookies through their settings. Consult your browser’s help documentation:

- (aaa) Google Chrome: support.google.com/chrome/answer/95647
- (bbb) Mozilla Firefox: support.mozilla.org/kb/enhanced-tracking-protection-firefox-desktop
- (ccc) Apple Safari: support.apple.com/guide/safari/manage-cookies-sfri11471
- (ddd) Microsoft Edge: support.microsoft.com/microsoft-edge

On mobile devices: you can control advertising identifiers through your device’s privacy settings. Arc Predict does not use these identifiers for advertising.

10.5 Do Not Track

Some browsers transmit a “Do Not Track” (DNT) signal. There is no universally accepted standard for responding to DNT signals. At this time, Arc Predict does not separately respond to DNT, but our overall policy is not to engage in cross-site tracking regardless of signals.

10.6 Global Privacy Control

Arc Predict treats a Global Privacy Control (GPC) signal sent from your browser as a valid request to opt out of any “sale” or “sharing” of personal information under California and Colorado law. As noted in Section 5, Arc Predict does not sell or share personal information in any event.

10.7 Cookie Policy Updates

Material changes to this Cookie Policy section will be communicated in accordance with Section 15 (Changes to This Privacy Policy).

11. Third-Party Websites and Services

The Platform may contain links to third-party websites or services. We are not responsible for the privacy practices of third parties. We encourage you to review the privacy policies of any third-party service you access, including Plaid’s End User Privacy Policy at plaid.com/legal/#end-user-privacy-policy.

12. Children’s Privacy

The Platform is not directed at children under the age of 18, and we do not knowingly collect personal information from anyone under 18. If you are under 18, you may not use or register for the Platform. If we discover that we have inadvertently collected personal information from an individual under 18, we will delete it promptly. If you believe a child under 18 has provided personal information to us, please contact privacy@arcpredict.com.

13. International Users

The Platform is intended for use by individuals located in the United States. If you access the Platform from outside the United States, you acknowledge that your personal information will be transferred to and processed in the United States, which may have different data protection laws from your country of residence. We do not offer the Platform to individuals in the European Economic Area, the United Kingdom, Switzerland, or other jurisdictions with comprehensive cross-border data transfer restrictions.

14. Gramm-Leach-Bliley Act (GLBA) Compliance

To the extent Arc Predict is considered a “financial institution” under the federal Gramm-Leach-Bliley Act, we comply with the GLBA’s requirements regarding the collection, use, and disclosure of “nonpublic personal information” (NPI) as defined by the Act, including the GLBA Safeguards Rule.

A separate GLBA Privacy Notice is provided to you as part of onboarding and is available at arcpredict.com/legal/glba. That notice describes, in the federally required format: (a) the categories of NPI we collect; (b) the categories of NPI we may disclose; (c) our information-sharing practices; and (d) how we protect the confidentiality and security of your NPI. We do not disclose NPI to nonaffiliated third parties except as permitted by law or as described in the GLBA Privacy Notice.

15. Changes to This Privacy Policy

We may update this Privacy Policy from time to time. For any material change, we will (a) post the updated Policy on the Platform, (b) update the “Last Updated” date above, and (c) provide at least 30 days’ advance notice by email to the address on file with your account or by in-app notification. Your continued use of the Platform after the effective date of a material change constitutes acceptance of the revised Privacy Policy. If you do not agree, you may close your account before the effective date.

16. Contact Us

If you have questions, concerns, or requests regarding this Privacy Policy or our data practices:

Privacy inquiries: privacy@arcpredict.com

General support: support@arcpredict.com

Security reports: security@arcpredict.com

Legal notices: legal@arcpredict.com

Mailing address: Arc Predict Inc., Attn: Privacy Officer, 250 Mockingbird lane apt 308. Johnson City, TN 37604.

Arc Predict’s Privacy Officer is responsible for overseeing compliance with this Privacy Policy and with applicable privacy laws, and for responding to inquiries and requests related to personal information.

— END OF PRIVACY POLICY —