

ARC PREDICT INC.

Terms of Service

The legally binding agreement between you and Arc Predict Inc.

Version: April 16, 2026 | Last Updated: April 16, 2026

PLAIN-ENGLISH SUMMARY

(Not legally binding — the full Terms below control.)

Arc Predict provides forward-looking balance projections based on your linked financial account data. These projections are informational tools, not financial advice, and your actual balances may differ. You agree to use the Platform lawfully, not to scrape or reverse-engineer it, and to resolve disputes through binding individual arbitration (you can opt out within 30 days of account creation). We don't sell your personal information. We can't move money in or out of your accounts. You can cancel any paid subscription at any time, and we'll make cancellation as easy as signup.

This summary is provided for your convenience. The complete Terms below govern your use of the Platform.

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1. Acceptance of Terms; Modifications

These Terms of Service (“Terms”) form a legally binding contract between you (“User,” “you,” or “your”) and Arc Predict Inc., a Delaware corporation (“Arc Predict,” “Company,” “we,” “us,” or “our”), and govern your access to and use of the Arc Predict platform, the website located at arcpredict.com, any Arc Predict mobile applications, application programming interfaces, and all related features, content, tools, and services (collectively, the “Platform”).

By clicking “I Agree,” “Sign Up,” “Create Account,” or any substantially similar control, by accessing or using the Platform, or by linking a financial account, you confirm that: (a) you have read, understood, and agree to be bound by these Terms (which include the Acceptable Use Policy in Section 11); (b) you have read and consent to our Privacy Policy (which includes our Cookie Policy), our GLBA Privacy Notice, our Subscription & Billing Terms, our DMCA Copyright Policy, and our Security & Vulnerability Disclosure Policy, each of which is incorporated into these Terms by reference; and (c) you meet all eligibility requirements below.

IF YOU DO NOT AGREE TO THESE TERMS IN THEIR ENTIRETY, YOU ARE NOT AUTHORIZED TO ACCESS OR USE THE PLATFORM AND MUST IMMEDIATELY STOP USING IT.

1.1 Modifications

We may modify these Terms from time to time. For any material change, we will provide at least thirty (30) days’ advance notice by (a) posting the updated Terms on the Platform and updating the “Last Updated” date above, and (b) sending notice to the email address associated with your account or by in-app notification. Non-material changes (e.g., typo corrections, clarifications that do not alter your rights or obligations) take effect immediately upon posting. Your continued use of the Platform after the effective date of a modification constitutes your acceptance of the modified Terms. If you do not agree to a modification, you must stop using the Platform and close your account before the effective date.

Notwithstanding the foregoing, we will not retroactively apply material changes to the arbitration, class action waiver, governing law, or venue provisions to claims that have accrued before the effective date of the change, unless you expressly accept the change.

2. Eligibility; Age; Geographic Restrictions

To use the Platform, you must:

- (a) be at least eighteen (18) years of age (or the age of majority in your state of residence if older);

- (b) be a natural person (not a corporation, partnership, or other entity, unless you are an authorized representative of a Household Member Plan or an entity account we expressly permit);
- (c) be a legal resident of, and physically located in, the United States of America;
- (d) have the legal capacity and authority to enter into a binding contract;
- (e) not be identified on any U.S. government list of prohibited or restricted parties, including the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons List or the U.S. Department of Commerce's Denied Persons List;
- (f) not be subject to sanctions administered by the United States or located, organized, or resident in any jurisdiction subject to comprehensive U.S. trade sanctions or embargoes (currently including Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk, and Luhansk regions of Ukraine); and
- (g) not have been previously suspended or removed from the Platform.

We may, at our discretion, require you to verify your identity, age, U.S. residency, or other eligibility criteria at any time. Failure to verify may result in suspension or termination of your account. We do not knowingly collect data from children under eighteen (18). If you believe a minor has provided personal information to the Platform, please contact us immediately at privacy@arcpredict.com so we can take appropriate action.

3. Account Registration, Authentication, and Security

To access the Platform, you must create an account. You agree to:

- (h) provide accurate, current, and complete information during registration and keep your account information up to date;
- (i) maintain the confidentiality of your login credentials, including any password, one-time code, biometric credential, or multi-factor authentication method;
- (j) not share your account or credentials with, or permit account access by, any person other than an authorized Household Member or Financial Professional you have invited through the Platform's designated access-control features;
- (k) immediately notify us at security@arcpredict.com if you suspect any unauthorized access to, or compromise of, your account; and
- (l) be solely responsible for all activity that occurs under your account, including activity by any person who accesses the Platform using your credentials, regardless of whether you authorized the activity.

We strongly recommend enabling multi-factor authentication. To the maximum extent permitted by law, we will not be liable for any loss or damage arising from unauthorized access to your account attributable to your failure to maintain the security of your credentials or to promptly notify us of a suspected compromise.

4. Household Members and Shared Access

4.1 Household Members

Subject to your subscription tier, you (as the primary account holder) may invite members of your household (each a "Household Member") to access your account. By adding a Household Member, you

represent and warrant that each Household Member has consented to receive access and to be bound by these Terms. You further acknowledge and agree that:

- (m) Household Members will have access to your account data, including linked financial account information, transaction history, balances, and forecasts, regardless of any display or privacy settings within the account;
- (n) you are responsible for obtaining each Household Member's consent to Arc Predict's collection, use, and disclosure of their personal information as described in the Privacy Policy;
- (o) you are responsible for all actions taken by Household Members under your account, including any violation of these Terms;
- (p) you may revoke a Household Member's access at any time through your account settings; and
- (q) you will promptly remove any Household Member who no longer consents to access or who violates these Terms.

4.2 Financial Professional Access

You may invite a financial professional (e.g., CPA, financial advisor, bookkeeper) (a "Financial Professional") to access your account. By doing so, you (a) authorize Arc Predict to disclose your personal and financial information to such Financial Professional; (b) acknowledge that the Financial Professional is not an agent of Arc Predict, and Arc Predict makes no representations as to the Financial Professional's qualifications, conduct, or recommendations; (c) remain solely responsible for the Financial Professional's actions while accessing your account; and (d) may revoke the Financial Professional's access at any time through your account settings.

5. Financial Data Access; Plaid Integration

5.1 How Plaid Works

The Platform uses Plaid Inc. ("Plaid") to connect to your financial institution accounts. Plaid is a third-party service provider that is independent of Arc Predict. When you link an account, you enter your financial institution credentials directly into Plaid's secure interface. Arc Predict never sees, stores, or handles your banking credentials.

5.2 Your Authorization

By linking a financial account, you:

- (r) represent and warrant that you are the owner of, or have lawful authority over, each account you link, and that you have the right to authorize access to its data;
- (s) acknowledge and agree that Plaid's End User Privacy Policy and Terms of Service (available at plaid.com/legal) govern Plaid's collection, use, and disclosure of your financial data;
- (t) authorize Arc Predict to access, retrieve, store, and use your account information — including balances, transactions, account metadata, and identity data — for the purpose of providing the Services described in these Terms and in our Privacy Policy;
- (u) acknowledge that Arc Predict receives read-only access to your linked accounts and cannot initiate payments, transfers, withdrawals, or any movement of funds; and
- (v) acknowledge that Arc Predict does not verify, guarantee, or warrant the accuracy, completeness, timeliness, or reliability of data retrieved from your financial institutions through

Plaid, and that data may be delayed, missing, duplicated, miscategorized, or otherwise inaccurate for reasons outside our control.

5.3 Your Obligation to Verify

You are solely responsible for verifying the accuracy of any financial data displayed on the Platform. You should not rely on the Platform as the sole or authoritative source of truth for your account balances, transactions, or projections. Always consult your financial institution's records for actual balances and transaction history.

6. Nature of the Services; No Financial, Investment, Legal, or Tax Advice

6.1 What Arc Predict Is

Arc Predict provides predictive financial forecasting tools, including but not limited to 30-day, 60-day, and 90-day balance projections, spending pattern analyses, recurring payment detection, and cash flow forecasting (collectively, the "Services"). The Services are informational tools designed to help you understand possible future financial outcomes based on your historical transaction data.

6.2 What Arc Predict Is Not

ARC PREDICT IS NOT A BANK, CREDIT UNION, BROKER-DEALER, INVESTMENT ADVISER, FINANCIAL PLANNER, INSURANCE AGENT OR BROKER, ACCOUNTANT, TAX PREPARER, DEBT COLLECTOR, CREDIT COUNSELOR, MORTGAGE LENDER, MONEY TRANSMITTER, OR LAW FIRM, AND DOES NOT HOLD ITSELF OUT AS ANY OF THE FOREGOING.

Arc Predict is not registered with, and is not regulated by, the U.S. Securities and Exchange Commission (SEC), the Financial Industry Regulatory Authority (FINRA), the Consumer Financial Protection Bureau (CFPB), the Internal Revenue Service (IRS), the Federal Deposit Insurance Corporation (FDIC), the National Credit Union Administration (NCUA), any state banking or insurance authority, or any similar federal, state, or foreign regulatory body.

The Services do not constitute, and should not be construed as, financial advice, investment advice, legal advice, accounting advice, tax advice, credit counseling, or any other regulated professional service. You should consult with a qualified professional before making any financial, legal, tax, or investment decisions. Your reliance on any information provided through the Services is solely at your own risk.

7. Algorithmic Forecasting Disclaimer

You acknowledge, understand, and agree that:

- (w) financial forecasting is inherently uncertain, and algorithmic projections cannot and do not guarantee any future outcome;
- (x) our forecasts are produced by proprietary statistical and computational models that operate on historical patterns in your transaction data, and models of this kind may produce inaccurate, incomplete, or misleading results at any time;
- (y) the accuracy of any forecast depends entirely on the quality, completeness, and timeliness of data provided by your financial institutions through Plaid, which Arc Predict does not control;

- (z) no algorithmic model can anticipate extraordinary events, sudden behavioral changes, macroeconomic shocks, changes in employment, unexpected medical or legal expenses, family emergencies, or other events that materially affect your finances;
- (aa) we continuously refine our models, and projections may change — sometimes materially — as models are updated or as new data arrives;
- (bb) past financial patterns and historical data do not guarantee future results;
- (cc) you must independently verify any projection, forecast, or estimate before making a financial decision in reliance on it; and
- (dd) Arc Predict does not engage in “automated decision-making” producing legal or similarly significant effects on you within the meaning of applicable U.S. state privacy laws or the EU GDPR; the Services are informational tools only.

8. Free, Beta, and Preview Features

Portions of the Platform may be designated as “beta,” “preview,” “alpha,” “experimental,” “early access,” “minimum viable product (MVP),” or similar (collectively, “Beta Features”). Beta Features are provided for testing and evaluation purposes and are provided “as-is” and “as-available” without any warranty whatsoever. We may modify, suspend, or discontinue any Beta Feature at any time without notice and without liability to you. Beta Features may contain bugs, errors, or other defects and may cause data loss. You use Beta Features at your sole risk.

Information about Beta Features may be confidential. If you are invited to a closed or private beta program, you agree to keep confidential any non-public information about the Beta Feature, including its existence, design, performance, and any feedback you provide, except as otherwise permitted by Arc Predict in writing.

9. Subscription Plans, Billing, and Automatic Renewal

9.1 Subscription Tiers

Arc Predict offers free and paid subscription tiers. Current pricing, features, and tier descriptions are displayed at arcpredict.com/pricing and will be shown to you before you commit to a paid plan. We may change the available tiers and pricing from time to time in accordance with Section 9.6.

9.2 Automatic Renewal Disclosures

If you choose a paid subscription tier, the following automatic renewal terms apply:

- (ee) Your subscription will automatically renew at the end of each billing period (monthly or annually, as selected) until you cancel.
- (ff) You authorize Arc Predict (and our third-party payment processors, including Stripe) to charge the payment method on file for each renewal at the then-current applicable rate.
- (gg) The subscription length, renewal period, and applicable charge (or range of charges) will be clearly disclosed to you before you confirm billing information, and again in an acknowledgment email after purchase.
- (hh) Cancellation instructions are provided below in Section 9.4 and in every acknowledgment and renewal reminder.

You must provide your separate, express affirmative consent (e.g., by checking an unchecked checkbox or clicking a consent button) specifically to the automatic renewal terms before we complete the transaction. We retain proof of this consent for at least three (3) years after collection or one (1) year after account termination, whichever is longer.

9.3 Free Trials and Free-to-Paid Conversions

If we offer a free trial or other free-to-paid conversion, we will clearly disclose, before you provide payment information and before confirming billing: (a) the length of the free period; (b) the amount or range of charges you will incur if you do not cancel before the end of the free period; (c) the method(s) by which you may cancel; and (d) a link or mechanism for cancellation. For introductory offers of more than thirty-one (31) days, we will send an additional reminder between three (3) and twenty-one (21) days before the trial converts to a paid subscription.

9.4 Cancellation; Same-Medium Cancellation

You may cancel your subscription at any time. If you signed up online, you may cancel online through your account settings in the same number of steps as the signup flow, without customer-service intervention. You may also cancel by emailing cancel@arcpredict.com or by using any other cancellation method we offer. Upon cancellation, you will retain access to paid features through the end of the then-current billing period, and your subscription will not renew. We will not engage in any practice designed to obstruct, delay, or discourage cancellation, including but not limited to forced phone calls, multi-page retention flows without a visible cancel button, or pre-checked retention offers.

9.5 Annual Renewal Reminder

For any subscription that automatically renews (whether monthly or annually), we will send you, at least annually, a reminder that includes: (a) the name of the product or service; (b) the frequency and amount of recurring charges; and (c) instructions for how to cancel.

9.6 Price Changes

We may change the price of any subscription tier. For existing subscribers, we will provide notice of any price increase between seven (7) and thirty (30) days before the price change takes effect. If you do not agree to a price change, you may cancel before the new price takes effect to avoid being charged the new amount.

9.7 Taxes

All fees are exclusive of applicable sales, use, value-added, goods-and-services, or similar taxes, which are your responsibility. We will collect and remit taxes where we are legally required to do so.

9.8 Failed Payments

If a payment fails, we may retry the charge, downgrade your account to the free tier, suspend access, or terminate your account. You remain responsible for any unpaid amounts.

10. Refund Policy

Except as required by applicable law or as expressly stated elsewhere in these Terms, all fees are non-refundable. If you cancel a paid subscription, you will retain access through the end of the current billing

period, but we will not pro-rate or refund partial periods. Nothing in this Section limits any rights you may have under the federal Electronic Fund Transfer Act, the fair-billing laws of your state, or other applicable consumer protection law.

11. Acceptable Use; Prohibited Conduct (Acceptable Use Policy)

This Section 11 constitutes Arc Predict’s Acceptable Use Policy (the “AUP”). Violations of the AUP may result in suspension or termination of your account, loss of access to paid features without refund, forfeiture of data, referral to law enforcement, and liability for damages. Arc Predict’s failure to enforce the AUP in a particular instance is not a waiver of its right to enforce it in any other instance.

11.1 Core Principles

You must use the Platform:

- (ii) lawfully and for its intended purpose;
- (jj) honestly, without deception, impersonation, or misrepresentation;
- (kk) with respect for the rights, privacy, and security of other users and of Arc Predict; and
- (ll) in a manner that does not impair the integrity, performance, or availability of the Platform for others.

11.2 Legal and Fraudulent Conduct — Prohibited

You may not, and may not permit any other person to:

- (mm) use the Platform for any unlawful, fraudulent, infringing, threatening, harassing, defamatory, obscene, or otherwise objectionable purpose;
- (nn) engage in money laundering, terrorist financing, tax evasion, sanctions evasion, or any other financial crime;
- (oo) submit false, inaccurate, or misleading information during registration or in any communication with Arc Predict;
- (pp) impersonate any person or entity, or misrepresent your affiliation with any person or entity;
- (qq) link, connect, or input financial account credentials that do not belong to you, or that you are not expressly authorized by the account owner to use.

11.3 FCRA and Consumer Reporting — Prohibited

You may not:

- (rr) use the Platform, or data obtained through it, to make a credit, insurance, employment, tenancy, or similar eligibility decision about any person;
- (ss) use the Platform to compile a “consumer report” under the Fair Credit Reporting Act;
- (tt) use the Platform as a substitute for a regulated consumer reporting agency, credit bureau, or similar service; or
- (uu) treat any Platform output as authenticated or certified financial data suitable for regulatory filings, legal proceedings, tax returns, or official records.

11.4 Technical Integrity and Security — Prohibited

You may not:

- (vv) attempt to access any portion of the Platform, or any data, that you are not authorized to access;
- (ww) attempt to probe, scan, or test the vulnerability of the Platform, or to breach or circumvent any authentication, rate limit, or other access control, except through Arc Predict's formal responsible-disclosure program as described in the Security & Vulnerability Disclosure Policy;
- (xx) transmit any virus, worm, trojan horse, ransomware, logic bomb, or other malicious code to or through the Platform;
- (yy) interfere with, disrupt, or place an unreasonable load on the Platform or any servers, networks, or services connected to it; or
- (zz) conduct a denial-of-service attack, distributed denial-of-service attack, or similar disruption against the Platform or any affiliated service.

11.5 Automated Access and Scraping — Prohibited

You may not:

- (aaa) use any robot, spider, scraper, crawler, or other automated means to access, copy, harvest, or extract content or data from the Platform, except for a search engine's public web crawler operating in compliance with Arc Predict's robots.txt file;
- (bbb) use the Platform's APIs in a manner inconsistent with their documented purpose, or in excess of documented rate limits; or
- (ccc) bypass, disable, or interfere with any measure Arc Predict uses to prevent or restrict automated access.

11.6 Reverse Engineering and Competitive Use — Prohibited

You may not:

- (ddd) reverse-engineer, decompile, disassemble, or attempt to derive the source code, algorithms, predictive models, model weights, training data, or infrastructure architecture of the Platform, except to the extent this restriction is prohibited by applicable law;
- (eee) use the Platform, or any data obtained from it, to build, train, or improve a competing product, service, machine learning model, or dataset; or
- (fff) benchmark the Platform against a competing product and publish results without Arc Predict's prior written consent.

11.7 Intellectual Property and User Content — Prohibited

You may not:

- (ggg) remove, obscure, or alter any copyright, trademark, or other proprietary notice on the Platform or any content within it;
- (hhh) use Arc Predict's name, logo, or trademarks without Arc Predict's prior written consent;
- (iii) copy, reproduce, republish, distribute, publicly display, or create derivative works from Platform content, except as expressly permitted by these Terms;

- (jjj) submit User Content that is unlawful, infringing, defamatory, obscene, hateful, discriminatory, harassing, or that violates another person’s privacy or publicity rights;
- (kkk) submit personal information about any third party without that person’s consent; or
- (lll) use the Platform to distribute spam, chain letters, or unsolicited bulk communications.

11.8 Commercial Misuse — Prohibited

You may not:

- (mmm) resell, sublicense, rent, lease, or otherwise commercially exploit the Platform or any portion of it without Arc Predict’s prior written consent;
- (nnn) share your account credentials, or allow a non-authorized person to use your account;
- (ooo) create multiple accounts to evade limits, bans, trial eligibility, or promotional constraints; or
- (ppp) use the Platform in connection with any white-labeled, co-branded, or re-sold offering without Arc Predict’s prior written consent.

11.9 Enforcement and Reporting

Arc Predict may, at its sole discretion and without notice:

- (qqq) investigate any suspected violation, including by reviewing account activity and logs;
- (rrr) remove, disable, or restrict access to content or activity that violates this AUP;
- (sss) suspend or terminate your account;
- (ttt) withhold or deny refunds for paid subscription fees;
- (uuu) pursue any remedy available at law or in equity, including injunctive relief and damages; and
- (vvv) cooperate with law enforcement authorities in the investigation or prosecution of a violation.

To report a suspected violation of this AUP by another user, please email abuse@arcpredict.com with a description and any supporting information. Arc Predict will review every report but may not be able to respond individually to each one. Reports submitted in bad faith or with the intent to harass another user may themselves be treated as violations.

12. User-Generated Content and License

You may have the ability to submit content to the Platform, such as categorization corrections, custom labels, notes, support messages, feedback, survey responses, or similar materials (“User Content”). You retain all ownership rights you have in User Content. By submitting User Content, you grant Arc Predict a worldwide, non-exclusive, royalty-free, fully paid-up, sublicensable, and transferable license to host, reproduce, store, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise use your User Content for the purposes of operating, providing, improving, marketing, and developing the Platform and related services.

You represent and warrant that: (a) you own or have the necessary rights to your User Content and to grant the license above; (b) your User Content does not infringe, misappropriate, or violate any third party’s rights, including intellectual property, privacy, or publicity rights; and (c) your User Content does

not violate these Terms or any applicable law. We may remove or refuse to host any User Content at our discretion.

13. Intellectual Property; Feedback

13.1 Our Intellectual Property

The Platform — including all software, source code, algorithms, predictive models, model weights, user interface designs, graphics, text, data compilations, audio, video, trademarks, service marks, trade dress, logos, and other materials (collectively, the “Arc Predict Materials”) — is owned by Arc Predict or its licensors and is protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property laws.

“Arc Predict,” the Arc Predict logo, the stylized arc/chevron design, “Stop Guessing. Start Knowing.,” and related marks are trademarks of Arc Predict Inc. You may not use these marks without our prior written permission.

13.2 Limited License to You

Subject to your compliance with these Terms, Arc Predict grants you a limited, personal, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Platform for your own personal, non-commercial financial planning purposes. No other rights are granted.

13.3 Feedback

If you provide suggestions, ideas, comments, or other feedback about the Platform (“Feedback”), you hereby assign to Arc Predict all right, title, and interest in and to such Feedback, including all intellectual property rights. Arc Predict may use, reproduce, modify, distribute, and exploit Feedback for any purpose without compensation or attribution to you.

14. Third-Party Services and Links

The Platform may integrate with, link to, or otherwise interoperate with third-party services (including Plaid, Stripe, analytics providers, cloud infrastructure providers, and financial institutions). We do not control, endorse, or assume responsibility for any third-party service or content. Your use of any third-party service is governed by the terms and privacy policy of that third party. To the maximum extent permitted by law, Arc Predict disclaims all liability for any loss or damage caused by or in connection with any third-party service.

15. Privacy; Data Handling

Our collection, use, and disclosure of your personal information are described in the Arc Predict Privacy Policy and, where applicable, the GLBA Privacy Notice, each of which is incorporated into these Terms by reference. By using the Platform, you consent to the data practices described in those documents. If there is a conflict between these Terms and the Privacy Policy with respect to data handling, the Privacy Policy controls.

16. Confidentiality; Publicity

Non-public information about the Platform — including pricing details not displayed on the public pricing page, beta or preview feature details, unannounced roadmap items, and internal communications — is confidential. You agree not to disclose such information to any third party without our prior written consent. You may not use Arc Predict’s name, logo, or trademarks in any publicity, advertising, or press release without our prior written consent.

17. Term; Suspension; Termination

These Terms remain in effect while your account is active. You may terminate your account at any time through account settings or by contacting us. We may suspend or terminate your account and your access to the Platform at any time, with or without cause and with or without notice, including if we believe in our reasonable discretion that: (a) you have violated these Terms, the Acceptable Use Policy, or any applicable law; (b) your account has been used fraudulently or in a manner that creates risk to other users, Arc Predict, or the integrity of the Platform; (c) your continued use would require Arc Predict to incur materially increased compliance costs; or (d) we decide to discontinue the Platform or any portion of it.

18. Effect of Termination; Data After Termination

Upon termination of your account: (a) your right to access and use the Platform ceases immediately; (b) your linked financial account connections are disconnected from Plaid; (c) we will delete or de-identify your personal information within the timeframe described in our Privacy Policy, except as required to comply with legal obligations, to resolve disputes, to enforce our agreements, or to prevent fraud; and (d) the following provisions survive termination: Sections 7 (Algorithmic Forecasting Disclaimer), 10 (Refunds), 12 (User Content License, to the extent of any sublicense granted before termination), 13 (Intellectual Property; Feedback), 19 (Disclaimers), 20 (Limitation of Liability), 21 (Indemnification), 22–26 (Dispute Resolution and Arbitration), 28 (Bankruptcy), and 34 (General Provisions), together with any other provision that by its nature should survive.

19. Disclaimers of Warranties

THE PLATFORM, THE SERVICES, AND ALL CONTENT MADE AVAILABLE THROUGH THEM ARE PROVIDED ON AN “AS IS,” “AS AVAILABLE,” AND “WITH ALL FAULTS” BASIS, WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ARC PREDICT, ITS LICENSORS, AND ITS SERVICE PROVIDERS DISCLAIM ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, ACCURACY OF DATA, AND COURSE OF DEALING OR PERFORMANCE.

WITHOUT LIMITING THE FOREGOING, ARC PREDICT DOES NOT WARRANT THAT: (A) THE PLATFORM WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (B) THE PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) ANY FORECAST, PROJECTION, ESTIMATE, OR OTHER OUTPUT OF THE PLATFORM WILL BE ACCURATE, RELIABLE, OR COMPLETE; (D) ANY DATA OBTAINED THROUGH THE PLATFORM WILL BE ACCURATE, COMPLETE, OR TIMELY; (E) ERRORS IN THE PLATFORM WILL BE CORRECTED; OR (F) THE PLATFORM WILL BE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ARC PREDICT OR THROUGH THE PLATFORM, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

Some jurisdictions do not allow the exclusion of certain warranties. To the extent such laws apply to you, some or all of the above exclusions may not apply, and you may have additional rights.

20. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ARC PREDICT, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES — INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY, LOSS OF SAVINGS, LOSS OF DATA, OR COST OF SUBSTITUTE SERVICES — ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF OR INABILITY TO USE THE PLATFORM, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ARC PREDICT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL ARC PREDICT'S TOTAL CUMULATIVE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE PLATFORM EXCEED THE GREATER OF: (I) THE AMOUNT YOU PAID TO ARC PREDICT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR (II) ONE HUNDRED U.S. DOLLARS (\$100.00).

THE FOREGOING LIMITATIONS APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. WITHOUT LIMITATION, ARC PREDICT WILL HAVE NO LIABILITY FOR: (A) ANY FINANCIAL DECISION YOU MAKE IN RELIANCE ON THE PLATFORM; (B) ANY INACCURACY, DELAY, OR INTERRUPTION IN DATA PROVIDED BY PLAID OR ANY FINANCIAL INSTITUTION; (C) UNAUTHORIZED ACCESS TO YOUR ACCOUNT RESULTING FROM YOUR FAILURE TO SAFEGUARD YOUR CREDENTIALS; (D) THE ACTIONS OF ANY HOUSEHOLD MEMBER, FINANCIAL PROFESSIONAL, OR OTHER AUTHORIZED USER OF YOUR ACCOUNT; OR (E) ANY FORCE MAJEURE EVENT DESCRIBED IN SECTION 27.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so some or all of the above may not apply to you. Nothing in these Terms excludes or limits our liability for fraud, fraudulent misrepresentation, death or personal injury caused by our gross negligence, or any other liability that cannot be excluded or limited under applicable law.

21. Indemnification

You agree to defend, indemnify, and hold harmless Arc Predict, its affiliates, and their respective officers, directors, employees, agents, suppliers, and licensors (the "Indemnified Parties") from and against any and all third-party claims, demands, suits, proceedings, damages, judgments, losses, liabilities, settlements, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or relating to: (a) your use or misuse of the Platform; (b) your breach of these Terms or any policy incorporated into these Terms; (c) your User Content; (d) any action or omission of any Household Member, Financial Professional, or other user of your account; (e) your violation of any law or of any third-party right (including intellectual property and privacy rights); or (f) any financial decision you make in reliance on the Platform.

We reserve the right, at our own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense. You may not settle any claim in a manner that binds Arc Predict without our prior written consent.

22. Dispute Resolution; Informal Negotiation

PLEASE READ SECTIONS 22 THROUGH 26 CAREFULLY. THEY AFFECT YOUR LEGAL RIGHTS. THEY REQUIRE YOU TO RESOLVE DISPUTES WITH ARC PREDICT THROUGH INDIVIDUAL ARBITRATION RATHER THAN IN COURT, AND THEY WAIVE YOUR RIGHT TO PARTICIPATE IN CLASS, COLLECTIVE, OR REPRESENTATIVE ACTIONS.

22.1 Informal Negotiation Required

Before commencing any arbitration or legal proceeding, you and Arc Predict each agree to attempt in good faith to resolve any dispute, claim, or controversy arising out of or relating to these Terms or the Platform (each, a “Dispute”) through informal negotiation for at least sixty (60) days. To initiate informal negotiation, the complaining party must send a written notice (“Notice of Dispute”) to the other party that includes: (a) the complaining party’s name, account identifier, and contact information; (b) a description of the Dispute in reasonable detail; (c) the specific relief sought; and (d) the complaining party’s signature.

Your Notice of Dispute must be sent by email to legal@arcpredict.com and by U.S. mail to Arc Predict Inc., Attn: Legal — Notice of Dispute, [INSERT REGISTERED AGENT ADDRESS]. Our Notice of Dispute to you will be sent to the email address on file with your account.

Neither party may commence arbitration until the 60-day informal negotiation period has elapsed without resolution. The parties’ individual statute of limitations will be tolled during the informal negotiation period. If you or Arc Predict fails to provide a compliant Notice of Dispute or refuses to participate in good faith in informal negotiation, neither you nor your counsel may recover (and you agree to pay) the reasonable attorneys’ fees and costs incurred by the other party in compelling compliance with this Section.

23. Binding Individual Arbitration; Class & Representative Action Waiver

23.1 Agreement to Arbitrate

Except as provided in Section 23.5, you and Arc Predict agree that any Dispute not resolved through informal negotiation will be resolved exclusively by final, binding, individual arbitration administered by JAMS under its Streamlined Arbitration Rules & Procedures (or, for Disputes of more than \$250,000, its Comprehensive Arbitration Rules & Procedures), as modified by these Terms. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the “FAA”). Information about JAMS and its rules is available at www.jamsadr.com or by calling 1-800-352-5267.

23.2 Scope of Arbitration

The arbitrator — not any federal, state, or local court or agency — will have exclusive authority to resolve any dispute arising out of or relating to the interpretation, applicability, enforceability, or formation of this Section 23 and any other Section of these Terms, including any claim that all or part of this Section is void or voidable. The arbitrator’s decision will be final and binding, and judgment on the award may be entered in any court of competent jurisdiction.

23.3 Arbitration Procedure

Arbitration will be conducted (a) by videoconference, (b) by telephone, or (c) in Wilmington, Delaware, or the U.S. federal judicial district in which you reside, as mutually agreed by the parties (and in the absence of agreement, at JAMS’s discretion). For claims where the total amount in controversy is less than \$25,000, the arbitration will be conducted solely on the basis of documents submitted to the arbitrator unless the arbitrator determines that an oral hearing is necessary. The arbitrator may award any relief that a court of competent jurisdiction could award, except that the arbitrator may not award injunctive or declaratory relief that extends beyond the individual claimant.

23.4 Class, Collective, and Representative Action Waiver

YOU AND ARC PREDICT AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, COLLECTIVE, OR REPRESENTATIVE PROCEEDING, INCLUDING ANY REPRESENTATIVE PROCEEDING UNDER THE CALIFORNIA PRIVATE ATTORNEYS GENERAL ACT (PAGA) OR SIMILAR STATE LAWS. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF CLASS, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING, EXCEPT AS EXPRESSLY PERMITTED BY SECTION 24 (MASS ARBITRATION PROCEDURES).

IF A COURT OR ARBITRATOR FINDS THIS CLASS, COLLECTIVE, AND REPRESENTATIVE ACTION WAIVER TO BE UNENFORCEABLE AS TO ANY PARTICULAR CLAIM OR REQUEST FOR RELIEF (OTHER THAN A CLAIM CHALLENGING THIS WAIVER ITSELF), THAT CLAIM OR REQUEST FOR RELIEF WILL BE SEVERED AND LITIGATED IN COURT, WHILE ALL OTHER CLAIMS WILL PROCEED IN ARBITRATION.

23.5 Exceptions

Notwithstanding Section 23.1, either party may (a) bring an individual action in small claims court for a Dispute that qualifies for small claims jurisdiction, provided it remains in such court on an individual (non-class) basis; or (b) seek emergency, preliminary, or permanent injunctive or equitable relief in any court of competent jurisdiction to prevent or stop the actual or threatened infringement, misappropriation, or violation of a party's intellectual property rights, trade secrets, or confidential information.

23.6 Costs of Arbitration

Each party is responsible for its own attorneys' fees and costs. Arc Predict will pay all JAMS filing, administration, and arbitrator fees for an individual arbitration that you commence in good faith against Arc Predict, to the extent the fees would exceed what you would have paid to file a claim in federal court. If the arbitrator finds that your claim is frivolous or brought for an improper purpose, the arbitrator may reallocate these fees consistent with Federal Rule of Civil Procedure 11.

23.7 Confidentiality of Arbitration

Except as necessary to confirm, enforce, or challenge an award, to comply with a court order, or to protect a party's legal rights, the existence, content, and results of any arbitration under this Section will be kept strictly confidential by the parties.

24. Mass Arbitration Procedures

The following additional procedures apply in any case where twenty-five (25) or more similar arbitration demands are filed or threatened by or with the assistance of the same law firm or coordinated group of law firms, or involve substantially similar factual or legal claims (a "Mass Arbitration").

24.1 Bellwether Proceedings

In a Mass Arbitration, after all Notices of Dispute have been exchanged, and before any individual case is assigned an arbitrator: (a) counsel for the claimants and counsel for Arc Predict will each select ten (10) cases to proceed as a first bellwether round (twenty (20) cases total); (b) those twenty bellwether cases will be arbitrated individually and, where feasible, before the same arbitrator(s); (c) the remaining cases will be stayed and the applicable statutes of limitations tolled; (d) after the bellwether round concludes, the parties will participate in good-faith global mediation administered by JAMS for up to thirty (30) days; (e) if the parties do not reach a global resolution, either party may elect to proceed with up to

twenty (20) additional bellwether cases before any further case may be filed or assigned; and (f) this process will continue until resolution or until a party exits the Mass Arbitration protocol consistent with applicable law.

24.2 No Joint Filing Fees

Each Mass Arbitration claimant is responsible for, and must individually pay, their own arbitration filing fee (to the extent not otherwise paid by Arc Predict under Section 23.6), and must independently comply with Section 22's informal negotiation requirement. Claimant-side counsel may not batch or aggregate filing fees or notices. Failure to individually comply is grounds for JAMS or the arbitrator to dismiss the affected claims.

24.3 Severability of Mass Arbitration Provisions

If a court or arbitrator finds any provision of this Section 24 to be unenforceable as to any claim, (a) that specific provision will be severed and the remainder of Section 24 will continue to apply, and (b) the affected claim will proceed as an individual arbitration under Section 23 without the benefit of the bellwether and coordination procedures of this Section.

25. Arbitration Opt-Out

YOU MAY OPT OUT OF SECTIONS 22, 23, AND 24 BY SENDING WRITTEN NOTICE OF YOUR DECISION TO OPT OUT TO LEGAL@ARCPREDICT.COM WITHIN THIRTY (30) DAYS AFTER YOU FIRST ACCEPT THESE TERMS (OR, FOR EXISTING USERS, WITHIN THIRTY (30) DAYS AFTER A MATERIAL AMENDMENT TO THOSE SECTIONS).

Your opt-out notice must include your full name, the email address associated with your account, the date you accepted these Terms (or the effective date of the amendment you are opting out of), and the statement: "I opt out of Arc Predict's arbitration, class action waiver, and mass arbitration provisions." No other method of opting out is effective.

If you validly opt out, Sections 22, 23, and 24 will not apply to you, and any Dispute will instead be resolved as provided in Section 26 (Governing Law; Venue). Opting out of arbitration does not affect the remainder of these Terms, which will continue to apply in full.

26. Governing Law; Venue

These Terms and any Dispute arising out of or related to them will be governed by the laws of the State of Delaware, without regard to its conflict-of-laws rules, and, where applicable, the federal laws of the United States. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

Any Dispute not subject to arbitration (including Disputes for which arbitration has been opted out or found unenforceable, and claims for equitable relief under Section 23.5) will be resolved exclusively in the state or federal courts located in Wilmington, Delaware, and you consent to the personal jurisdiction of those courts and waive any objection as to inconvenient forum.

Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to these Terms or the Platform must be filed within one (1) year after such claim or cause of action arose, or be forever barred, except where prohibited by applicable law.

27. Force Majeure

Arc Predict will not be liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including but not limited to: acts of God; natural disasters; fires; floods; epidemics or pandemics; acts of war, terrorism, or civil unrest; strikes or labor disputes; governmental acts or orders; power, network, or telecommunications failures; cyberattacks, denial-of-service attacks, or other malicious acts of third parties; failures or outages of Plaid, cloud infrastructure providers, or financial institutions; or changes in law or regulation (each, a “Force Majeure Event”). During a Force Majeure Event, Arc Predict’s obligations will be suspended to the extent and for the duration of the event.

28. Bankruptcy, Insolvency, and Change of Control

In the event of a merger, acquisition, reorganization, sale of substantially all of Arc Predict’s assets, or insolvency, receivership, or bankruptcy involving Arc Predict, your personal information and other account data may be transferred to a successor entity, acquirer, receiver, trustee, or buyer as part of the transaction. In such event, 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 ensure that the successor entity honors the material protections described in the then-current Privacy Policy and these Terms. If you do not agree to the transfer, you may close your account before the transfer’s effective date.

29. Export Controls and Sanctions

You represent and warrant that you are not located in, ordinarily resident in, or a national of any jurisdiction subject to comprehensive U.S. trade sanctions, and that you are not identified on any U.S. government list of prohibited or restricted parties (including OFAC’s SDN List). You will not use or export the Platform, or any content obtained from it, in violation of any U.S. export control, sanctions, or anti-boycott law or regulation.

30. Electronic Communications and E-Signature Consent

30.1 Consent to Electronic Communications

By creating an account, you consent to receive communications from Arc Predict electronically, including by email, in-app notification, push notification, and, if you opt in, SMS text message. You agree that all notices, disclosures, agreements, and other communications we provide to you electronically satisfy any legal requirement that such communications be in writing.

30.2 SMS/Text Message Consent (TCPA)

If you opt in to receive SMS text messages from Arc Predict, you consent to receive recurring autodialed marketing and account-related text messages at the phone number you provide. Message and data rates may apply. Message frequency varies. Consent is not a condition of purchase. You may opt out at any time by replying STOP to any text message. For help, reply HELP. If you change or deactivate the mobile phone number associated with your account, you must update your account information to stop SMS messages from being sent to that number.

30.3 E-Signature

Your electronic acceptance of these Terms or any other Arc Predict agreement (by clicking “I Agree,” “Accept,” “Sign Up,” or a substantially similar control) constitutes your valid and binding electronic signature under the federal Electronic Signatures in Global and National Commerce Act (“E-SIGN Act”) and applicable state law. You represent that you have the hardware and software described in our Supplementary Legal Disclosures to receive and retain electronic communications.

30.4 Withdrawal of Consent

You may withdraw your consent to receive electronic communications by contacting us at privacy@arcpredict.com. However, withdrawal of consent may require termination of your account, because electronic communication is essential to the operation of the Platform. Withdrawal of consent is not retroactive.

31. Accessibility

Arc Predict is committed to making the Platform accessible to users with disabilities. We aim to meet or exceed the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA. If you experience difficulty accessing any portion of the Platform, please contact us at accessibility@arcpredict.com with a description of the issue and the format in which you would like to receive the information, and we will use commercially reasonable efforts to provide the information in an accessible format.

32. Notices

Notices to Arc Predict must be sent by email to legal@arcpredict.com and, for formal legal notices, by U.S. mail to Arc Predict Inc., Attn: Legal, [INSERT REGISTERED AGENT ADDRESS]. Notices from Arc Predict to you will be sent to the email address on file with your account or by in-app notification, and will be effective when sent.

33. Assignment

You may not assign, transfer, or delegate any of your rights or obligations under these Terms without our prior written consent, and any attempted assignment in violation of this Section is void. Arc Predict may assign, transfer, or delegate any of its rights or obligations under these Terms at its sole discretion, including in connection with a merger, acquisition, reorganization, or sale of assets.

34. General Provisions

34.1 Entire Agreement

These Terms, together with the Privacy Policy, GLBA Privacy Notice, Acceptable Use Policy, and any product- or plan-specific terms referenced in these Terms, constitute the entire agreement between you and Arc Predict concerning the Platform and supersede all prior or contemporaneous agreements, communications, and understandings, whether written or oral.

34.2 Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect.

34.3 No Waiver

Our failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. No waiver is effective unless in writing and signed by an authorized representative of Arc Predict.

34.4 No Third-Party Beneficiaries

These Terms are for the sole benefit of you and Arc Predict and do not confer any rights or remedies on any third party.

34.5 Relationship of the Parties

These Terms do not create any agency, partnership, joint venture, employment, or franchise relationship between you and Arc Predict.

34.6 Headings

Section headings in these Terms are for convenience only and have no legal or contractual effect.

34.7 Construction

The words “including,” “include,” and “e.g.” mean “including without limitation.” The terms “will,” “shall,” and “must” are interchangeable and all impose an obligation. Ambiguities will not be construed against the drafter.

34.8 Language

These Terms are written in English. Any translation is provided for convenience only. In the event of a conflict between the English version and any translation, the English version controls.

35. Contact Information

If you have questions about these Terms, please contact us:

Arc Predict Inc.

Email: legal@arcpredict.com

General support: support@arcpredict.com

Privacy inquiries: privacy@arcpredict.com

Security reports: security@arcpredict.com

Mailing address: 250 Mockingbird lane apt 308, Johnson city TN 37604

— END OF TERMS OF SERVICE —