

Terms of Service

The agreement governing your use of the Arc Predict platform

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PLAIN-ENGLISH SUMMARY

Arc Predict shows you where your money is headed — it forecasts your balances and cash flow. It is an informational tool, not financial advice, and forecasts are estimates, not guarantees. You connect your accounts through Plaid with read-only access for forecasting; we can't move your money. Paid subscriptions renew automatically until you cancel, and cancelling is as easy as signing up. Disputes are resolved by individual arbitration unless you opt out within 30 days of accepting these Terms. This summary is not legally binding — the sections below are.

These Terms of Service (“Terms”) are a binding agreement between you and Arc Predict Inc., a Delaware corporation (“Arc Predict,” “we,” “us,” or “our”), governing your access to and use of the Arc Predict platform, website (arcpredict.com), mobile applications, and related services (collectively, the “Platform” or the “Services”).

PLEASE READ THESE TERMS CAREFULLY. THEY CONTAIN AN ARBITRATION AGREEMENT AND CLASS ACTION WAIVER (SECTIONS 21-27) THAT AFFECT YOUR LEGAL RIGHTS. YOU MAY OPT OUT OF ARBITRATION AS DESCRIBED IN SECTION 25.

1. Acceptance of Terms

By creating an account, clicking to accept these Terms, or accessing or using the Platform, you agree to be bound by these Terms, our Privacy Policy, our GLBA Privacy Notice, and our Acceptable Use Policy (Section 15), each of which is incorporated by reference. If you do not agree, do not use the Platform.

2. Eligibility

The Platform is available only to individuals who: (a) are at least 18 years of age; (b) reside in the United States; (c) have the legal capacity to enter into a binding contract; and (d) are not barred from using the Services under applicable law. By using the Platform, you represent and warrant that you meet all of these requirements.

3. Account Registration and Security

3.1 Account Creation

To use the Platform, you must create an account by providing accurate, current, and complete information, and you must keep that information up to date. You may register using an email address and password or through a supported single sign-on provider.

3.2 Account Security

You are responsible for maintaining the confidentiality of your account credentials and for all activity that occurs under your account. You must notify us immediately at security@arcpredict.com of any unauthorized access to or use of your account. We strongly recommend enabling multi-factor authentication where offered. We are not liable for losses arising from unauthorized use of your account that occurs before you notify us.

3.3 One Account Per Person

You may maintain only one account. Accounts are personal to you and may not be sold, transferred, or shared, except through the Household Member and Financial Professional features described in Section 4.

4. Household Members and Financial Professionals

Where available, the Platform may allow you to grant view access to your account to (a) a member of your household (a “Household Member”) or (b) a financial professional you designate (a “Financial Professional”). Any person you invite will be able to view your linked account data, transaction history, and forecasts. You are solely responsible for deciding whom to invite, obtaining their consent, and removing their access when appropriate. Invited users must accept these Terms before accessing the Platform, and you remain responsible for their use of your account data. We may suspend or remove any invited user's access at our discretion for violations of these Terms.

5. Description of the Services

Arc Predict is a predictive personal finance platform. When you link your financial accounts, the Platform analyzes your balances, transactions, and recurring payment patterns to generate forward-looking projections — including estimated account balances 30, 60, and 90 days into the future, projected cash flow, detected recurring bills and income, and related insights. Features vary by subscription tier and may change over time as described in Section 29.

6. Not Financial Advice

THE PLATFORM PROVIDES INFORMATIONAL FORECASTS AND ANALYSES ONLY. ARC PREDICT IS NOT A BANK, BROKER-DEALER, INVESTMENT ADVISER, FINANCIAL PLANNER, TAX ADVISOR, CREDIT COUNSELOR, OR LAW FIRM, AND NOTHING ON THE PLATFORM CONSTITUTES FINANCIAL, INVESTMENT, TAX, ACCOUNTING, OR LEGAL ADVICE, OR A RECOMMENDATION TO BUY, SELL, OR HOLD ANY FINANCIAL PRODUCT.

You are solely responsible for your financial decisions. Before making significant financial decisions, consult a qualified professional who can evaluate your individual circumstances.

7. Forecasts Are Estimates — No Guarantee of Accuracy

Forecasts, projections, and predictions generated by the Platform are probabilistic estimates derived from your historical data. They are inherently uncertain and may differ materially from actual outcomes. Forecasts cannot account for events not reflected in your historical patterns, such as unexpected expenses, changes in income, economic conditions, or transactions in accounts you have not linked.

WE MAKE NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE ACCURACY, COMPLETENESS, OR RELIABILITY OF ANY FORECAST OR PROJECTION. YOU SHOULD NOT RELY ON FORECASTS AS THE SOLE BASIS FOR ANY FINANCIAL DECISION, INCLUDING DECISIONS ABOUT SPENDING, PAYMENTS, OVERDRAFTS, OR BILL TIMING.

8. Linked Accounts and Plaid

8.1 Account Linking

To generate forecasts, you may link your financial accounts through our integration with Plaid Inc. (“Plaid”). Your banking credentials are entered directly into Plaid's interface and are never transmitted to, seen by, or stored by Arc Predict.

8.2 Read-Only Access for Forecasting

Arc Predict's access to your linked accounts for forecasting purposes is read-only. We cannot initiate transfers, move money, or withdraw funds from your linked accounts. Payment for paid subscriptions is a separate, explicitly authorized transaction described in Section 9.

8.3 Plaid Terms

By linking accounts, you also agree to Plaid's End User Privacy Policy (plaid.com/legal/#end-user-privacy-policy) and grant Arc Predict and Plaid the right to access and transmit your financial data as reasonably necessary to provide the Services. You may unlink any account at any time through your account settings.

8.4 Accuracy of Linked Data

We rely on data provided by Plaid and your financial institutions. We are not responsible for errors, omissions, delays, or interruptions in that data, though we will make commercially reasonable efforts to surface and correct known data issues.

9. Fees, Billing, and Subscriptions

9.1 Pricing

Certain features of the Platform require a paid subscription. Current pricing and tier features are described on our website at arcpredict.com. Prices are stated in U.S. dollars and are exclusive of any applicable taxes, which are your responsibility.

9.2 Payment Processing

Subscription payments are processed by our third-party payment processors: Stripe, Inc. (“Stripe”) for credit and debit card payments, and Plaid Inc. (“Plaid”) for ACH payments debited from a bank account you designate. By subscribing and selecting a payment method, you authorize us, through the applicable processor, to charge your card or debit your designated bank account for the subscription fees and any applicable taxes on a recurring basis until you cancel. Arc Predict does not store your full card numbers, bank account numbers, or routing numbers; payment credentials are handled by Stripe and Plaid in tokenized form. If a payment fails, we may retry the charge or debit and may suspend paid features until payment is received. Card payments are also subject to Stripe's terms (stripe.com/legal/consumer).

9.3 Automatic Renewal

PAID SUBSCRIPTIONS RENEW AUTOMATICALLY at the end of each billing period (monthly or annual, as selected) at the then-current price, unless you cancel before the renewal date. We will send you a reminder before any annual renewal and advance notice of any price change, which will take effect no earlier than your next billing period following the notice.

9.4 Cancellation — As Easy As Signing Up

You may cancel your subscription at any time through your account settings in a few clicks, or by emailing cancel@arcpredict.com from the email address on your account. Cancellation takes effect at the end of the current billing period, and you will retain paid features until then. We do not impose retention offers, phone-call requirements, or other obstacles to cancellation.

9.5 Refunds

Except where required by law, fees are non-refundable, including for partial billing periods. If you believe you were billed in error, contact support@arcpredict.com within 30 days of the charge and we will review in good faith.

10. Free Tier and Beta Programs

We may offer a free tier and beta, early-access, or preview features (“Beta Features”). Beta Features are provided “as is,” may be modified or discontinued at any time, and may be subject to additional terms presented at enrollment. Where we commit to grandfathered pricing or access for early members, that commitment will be stated in your account or in the enrollment terms, and we will honor it for as long as your account remains in good standing.

11. No Consumer Reporting

11.1

Arc Predict is not a consumer reporting agency, and the Platform does not provide “consumer reports” as defined by the Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681 et seq.

11.2

You may not use the Platform, or any data or forecasts obtained from it, in whole or in part, to determine any person's eligibility for credit, insurance, employment, housing, or any other purpose covered by the FCRA.

11.3

We do not furnish information to credit bureaus, and nothing on the Platform affects your credit score or creditworthiness.

12. Intellectual Property

The Platform, including all software, algorithms, models, designs, text, graphics, logos, and trademarks (including the Arc Predict name and logo), is owned by Arc Predict or its licensors and is protected by intellectual property laws. Except for the limited license in Section 13, no rights in the Platform are granted to you. You may not copy, modify, distribute, sell, lease, reverse engineer, or create derivative works of the Platform except as permitted by law.

13. License to Use the Platform

Subject to these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Platform for your personal, non-commercial use. This license terminates when your account is closed or these Terms are terminated.

14. Your Content and Feedback

14.1 Your Content

You retain ownership of the information you provide to the Platform. You grant us a limited license to host, process, and display that information solely to provide and improve the Services, consistent with our Privacy Policy.

14.2 Feedback

If you submit suggestions, ideas, or feedback about the Platform, you grant us a perpetual, irrevocable, royalty-free license to use that feedback for any purpose without obligation to you.

15. Acceptable Use Policy

You agree not to:

- use the Platform for any unlawful purpose or in violation of any applicable law or regulation;
- link financial accounts that you do not own or are not authorized to access;
- attempt to gain unauthorized access to the Platform, other users' accounts, or our systems;

- probe, scan, or test the vulnerability of the Platform except through our security disclosure process (security@arcpredict.com);
- scrape, harvest, or extract data from the Platform by automated means, or use the Platform to build a competing product;
- interfere with or disrupt the integrity or performance of the Platform;
- upload malicious code or content;
- misrepresent your identity or affiliation;
- use the Platform or its outputs for any purpose covered by the FCRA, as described in Section 11; or
- resell, sublicense, or commercially exploit the Platform without our written consent.

We may investigate violations and may suspend or terminate accounts engaged in prohibited conduct.

16. Copyright Complaints (DMCA)

We respect intellectual property rights. If you believe content on the Platform infringes your copyright, send a notice compliant with the Digital Millennium Copyright Act, 17 U.S.C. § 512, to our designated agent at legal@arcpredict.com with the subject line “DMCA Notice,” including: (a) identification of the copyrighted work; (b) identification of the allegedly infringing material and its location; (c) your contact information; (d) a statement of good-faith belief that the use is unauthorized; (e) a statement, under penalty of perjury, that the notice is accurate and you are authorized to act for the copyright owner; and (f) your physical or electronic signature. We may remove allegedly infringing material and may terminate repeat infringers' accounts.

17. Third-Party Services

The Platform integrates with and links to third-party services, including Plaid and your financial institutions. Your use of third-party services is governed by their own terms and privacy policies, and we are not responsible for their acts, omissions, content, or data practices.

18. Disclaimers of Warranties

THE PLATFORM IS PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, OR UNINTERRUPTED OR ERROR-FREE OPERATION. WE DO NOT WARRANT THAT FORECASTS WILL BE ACCURATE, THAT DATA FROM THIRD PARTIES WILL BE COMPLETE OR TIMELY, OR THAT THE PLATFORM WILL MEET YOUR REQUIREMENTS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

19. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW: (A) ARC PREDICT AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR FINANCIAL LOSSES ARISING FROM RELIANCE ON FORECASTS, OVERDRAFTS, MISSED PAYMENTS, OR FINANCIAL DECISIONS MADE USING THE PLATFORM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) OUR TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE PLATFORM WILL NOT EXCEED THE GREATER OF (i) THE AMOUNTS YOU PAID US IN THE TWELVE (12) MONTHS BEFORE THE CLAIM AROSE, OR (ii) ONE HUNDRED U.S. DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. NOTHING IN THESE TERMS LIMITS LIABILITY THAT CANNOT BE LIMITED UNDER APPLICABLE LAW, INCLUDING LIABILITY FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD.

20. Indemnification

You agree to indemnify, defend, and hold harmless Arc Predict and its officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) your violation of these Terms; (b) your misuse of the Platform; (c) your violation of applicable law or the rights of a third party; or (d) access to your account data by a Household Member or Financial Professional you invited.

21. Dispute Resolution — Agreement to Arbitrate

PLEASE READ THIS SECTION CAREFULLY — IT AFFECTS YOUR RIGHTS.

You and Arc Predict agree that any dispute, claim, or controversy arising out of or relating to these Terms or the Platform (collectively, “Disputes”) will be resolved by binding individual arbitration, rather than in court, except that: (a) either party may bring an individual claim in small claims court; and (b) either party may seek injunctive or equitable relief in court for infringement or misuse of intellectual property rights. The Federal Arbitration Act governs the interpretation and enforcement of this arbitration agreement.

22. Notice of Dispute; Informal Resolution

22.1 Notice Required

Before initiating arbitration, the party asserting a Dispute must first send a written Notice of Dispute. Notices to Arc Predict must be sent by email to legal@arcpredict.com with the subject line “Notice of Dispute” AND by mail to: Arc Predict Inc., Attn: Legal, c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808. Notices to

you will be sent to the email and/or mailing address associated with your account. The Notice must describe the nature of the Dispute, the supporting facts, and the relief requested.

22.2 Good-Faith Negotiation

For 60 days after a Notice of Dispute is received, the parties will attempt in good faith to resolve the Dispute informally, including through at least one telephone or video conference if either party requests it. Arbitration may be initiated only after this 60-day period expires without resolution. Any applicable statute of limitations is tolled during this period.

23. Arbitration Procedures

Arbitration will be administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules then in effect, as modified by these Terms. The AAA's rules and filing instructions are available at adr.org. The arbitration will be conducted by a single arbitrator, in English, and — unless the parties agree otherwise — by videoconference or, if an in-person hearing is required, in the county of your residence. The arbitrator has exclusive authority to resolve any dispute about the interpretation, applicability, or enforceability of this arbitration agreement, except that a court will decide any dispute about the enforceability of the class action waiver in Section 26. Payment of AAA filing, administration, and arbitrator fees will be governed by the AAA's rules; if your claim is for less than \$10,000 and you prevail, we will reimburse your filing fee. Each party bears its own attorneys' fees unless the arbitrator awards them under applicable law. The arbitrator may award any relief a court could award to the individual claimant, and judgment on the award may be entered in any court of competent jurisdiction.

24. Mass Arbitration Procedures

If 25 or more demands for arbitration are filed that raise similar claims and are brought by or with the assistance of coordinated counsel (a “Mass Filing”), the parties agree that: (a) the demands will be resolved in staged proceedings, beginning with bellwether arbitrations of up to 10 demands selected by each side; (b) remaining demands will be held in abeyance, with all fees tolled, pending resolution of the bellwether proceedings; (c) following the bellwether proceedings, the parties will engage in a global mediation; and (d) if the Mass Filing is not resolved, the remaining demands may proceed in subsequent stages under the AAA's Mass Arbitration Supplementary Rules. A court may enforce this Section, and any statute of limitations is tolled while a demand is held in abeyance under it.

25. Arbitration Opt-Out

YOU MAY OPT OUT OF THE ARBITRATION AGREEMENT AND CLASS ACTION WAIVER by emailing legal@arcpredict.com with the subject line “Arbitration Opt-Out” within 30 days of first accepting these Terms. Your opt-out notice must include your name, the email address associated with your account, and a clear statement that you wish to opt out of arbitration. Opting out will not

affect any other provision of these Terms, and no adverse action will be taken against you for opting out.

26. Class Action Waiver

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AND ARC PREDICT AGREE THAT DISPUTES WILL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE CLAIMS OF MORE THAN ONE PERSON. IF THIS WAIVER IS FOUND UNENFORCEABLE AS TO A PARTICULAR CLAIM, THAT CLAIM (AND ONLY THAT CLAIM) WILL PROCEED IN COURT, WITH THE REMAINDER RESOLVED IN ARBITRATION.

27. Jury Trial Waiver

TO THE EXTENT ANY DISPUTE PROCEEDS IN COURT RATHER THAN ARBITRATION, YOU AND ARC PREDICT EACH WAIVE ANY RIGHT TO A JURY TRIAL TO THE MAXIMUM EXTENT PERMITTED BY LAW.

28. Governing Law and Venue

These Terms are governed by the laws of the State of Delaware, without regard to its conflict-of-laws principles, except that the Federal Arbitration Act governs the arbitration agreement. For any Dispute not subject to arbitration, you and Arc Predict consent to the exclusive jurisdiction and venue of the state and federal courts located in Delaware, except that you may bring an individual claim in small claims court in your county of residence.

29. Changes to the Services and These Terms

29.1 Changes to the Services

We may modify, add, or discontinue features of the Platform at any time. If we discontinue a material paid feature during your paid billing period, you may cancel and receive a pro-rata refund for the unused portion of that period.

29.2 Changes to These Terms

We may update these Terms from time to time. For material changes, we will provide at least 30 days' advance notice by email or in-app notification before the changes take effect. Changes will not apply retroactively. Your continued use of the Platform after the effective date constitutes acceptance; if you do not agree, you must stop using the Platform and may close your account before the effective date. Changes to the arbitration provisions will not apply to Disputes for which a Notice of Dispute was received before the effective date.

30. Term, Suspension, and Termination

30.1 Termination by You

You may stop using the Platform and close your account at any time through your account settings. Data deletion following account closure is governed by our Privacy Policy.

30.2 Suspension or Termination by Us

We may suspend or terminate your access to the Platform, with notice where practicable, if: (a) you materially breach these Terms; (b) we are required to do so by law; (c) your account presents a security or fraud risk; or (d) we discontinue the Platform. If we terminate your paid subscription without cause, we will refund the pro-rata unused portion of your prepaid fees.

30.3 Survival

Sections that by their nature should survive termination — including Sections 6, 7, 11, 12, 14.2, 18, 19, 20, 21–28, and 30–35 — will survive.

31. Accessibility

We are committed to making the Platform accessible to all users and aim to conform to the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA. If you encounter accessibility barriers, contact support@arcpredict.com and we will work with you in good faith to provide access to the relevant features or information.

32. Notices

We may provide notices to you by email to the address on file with your account, by in-app notification, or by posting on the Platform. Except as otherwise stated in Section 22.1 (Notice of Dispute), you may provide notices to us by email to legal@arcpredict.com or by mail to: Arc Predict Inc., Attn: Legal, c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808. Notices are deemed given when sent (for email) or upon delivery (for mail).

33. Severability

If any provision of these Terms is held invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the remaining provisions will remain in full force and effect, except as provided in Section 26.

34. Entire Agreement; Assignment; Waiver; Miscellaneous

These Terms, together with the Privacy Policy, GLBA Privacy Notice, and any additional terms presented for specific features, constitute the entire agreement between you and Arc Predict regarding the Platform and supersede all prior agreements on that subject. You may not assign these Terms without our prior written consent; we may assign them in connection with a merger, acquisition, or sale of assets, subject to the protections in our Privacy Policy. Our failure to enforce any provision is not a waiver of the right to

enforce it later. These Terms do not create any agency, partnership, joint venture, or employment relationship. We are not liable for delays or failures caused by events beyond our reasonable control.

35. Contact

Questions about these Terms may be directed to:

- Legal: legal@arcpredict.com
- Support: support@arcpredict.com
- Security: security@arcpredict.com

Written correspondence and legal notices: Arc Predict Inc., Attn: Legal, c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808.

— *END OF TERMS OF SERVICE* —