THINKALPHA INC.
PRIVACY NOTICE

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1. INTRODUCTION

THINKALPHA Inc. ("THINKALPHA," "Company," "we," "us," or "our") respects your privacy. This Privacy Notice explains what information we collect when you use our quantitative research platform (the "Service").

The short version: We collect your email address for authentication and store the research outputs you create (formulas, hypotheses, test results). We don't track you and we don't sell your personal information. We may use aggregated, anonymized research data commercially as described in our Terms and Conditions.

Please read this Privacy Notice carefully. By using the Service, you consent to the practices described herein.

2. INFORMATION WE COLLECT

We believe in minimal data collection. We collect very little personal information.

2.1 Personal Information (Minimal)

The only personal information we collect is your email address, which is required for authentication (managed by AWS Cognito). We do not collect your name, address, phone number, payment information, or any other personal identifiers.

2.2 Research Data

When you use the Service, we store:

User Input — The questions, ideas, and parameters you provide (e.g., "test if RSI below 30 works"). You retain ownership of your original ideas.

System-Generated Content — The hypotheses, formulas, setup code, and results that THINKALPHA's AI generates based on your input. This content is created by and owned by THINKALPHA as described in Section 4.

2.3 Technical Data (Minimal)

- Session tokens (for authentication)
- Consent records (timestamp, IP address, terms version accepted)

2.4 What We Do NOT Collect

- Personal browsing behavior: No tracking of your activity outside our Service
- Device fingerprints: No detailed device identifiers
- Location data: No geographic tracking

- Analytics/tracking pixels: No invasive analytics — we don't use Google Analytics, Mixpanel, or similar services
- Payment information: We don't process payments directly (handled by third-party if applicable)

2.5 Chat Conversations

Currently, we do not permanently store chat conversation text — only the research outputs (formulas, test results) are saved. However, we reserve the right to store conversation data in the future for purposes including service improvement, AI training, and providing conversation history features. Any material change to chat data collection would be reflected in an updated Privacy Notice and would require your updated consent before taking effect.

3. HOW WE USE YOUR INFORMATION

3.1 Service Provision

- Providing, maintaining, and improving the Service
- Processing your requests and transactions
- Authenticating your identity and managing your account
- Communicating with you about the Service

3.2 Research and Development

- Analyzing research data to improve features and accuracy
- Developing new products, tools, and services
- Training machine learning models and AI systems
- Building aggregated pattern libraries and research databases
- Creating Derived Works as described in our Terms and Conditions

3.3 Service Improvement

- Basic error tracking to fix bugs
- Improving user interface and experience based on feedback

3.4 Security and Compliance

- Protecting against fraud, abuse, and security threats
- Ensuring compliance with our Terms and Conditions
- Meeting legal and regulatory obligations
- Enforcing our policies

3.5 Communications

- Sending service-related notices and updates
- Responding to your inquiries and support requests
- Providing information about new features (with your consent)

4. INTELLECTUAL PROPERTY AND USER CONTENT

4.1 License Grant

As described in our Terms and Conditions: System-Generated Content (hypotheses, formulas, setup code, results) is created by THINKALPHA's AI and is owned by THINKALPHA. We may use, license, sell, or otherwise commercialize this content. User Input (your questions and ideas) is licensed to THINKALPHA for improving the Service, training AI, and creating products.

4.2 Derived Works

THINKALPHA exclusively owns all Derived Works, including aggregated pattern libraries, trained models, System-Generated Content, and algorithmic improvements.

4.3 Anonymization and Aggregation

We may anonymize or aggregate your data with data from other users. Our anonymization processes are designed to prevent re-identification of individuals and to ensure that aggregated insights cannot be traced back to any specific user's trading strategies. Once anonymized or aggregated, this data is no longer considered personal data and may be used for any purpose.

4.4 System-Generated Content

When you use THINKALPHA, our AI system generates hypotheses, formulas, setup code, and backtest results based on your input. This system-generated content is created by THINKALPHA's technology and is owned by THINKALPHA as described in our Terms and Conditions. THINKALPHA may use, license, or sell this system-generated content.

Your individual research sessions are not shared with other users of the platform.

5. INFORMATION SHARING

5.1 Service Providers

We share information with third-party service providers who perform services on our behalf, including:

- Amazon Web Services (AWS): Cloud hosting and infrastructure
- AI Providers (Anthropic): The Service uses artificial intelligence to assist with research. Your interactions with AI features are processed by our AI provider. We have contractual agreements with our AI providers that prohibit them from using your data for their own model training or any purpose beyond providing services to THINKALPHA. AI providers may temporarily retain data for abuse/safety monitoring per their data processing agreements.
- Communication services: Email delivery

Service providers are contractually obligated to protect your data and use it only for specified purposes.

5.2 Legal Requirements

We may disclose your information if required to do so by law or in response to legal process (subpoenas, court orders), government requests, to protect our rights, privacy, safety, or property, to protect against legal liability, or to investigate potential violations of our Terms.

5.3 Business Transfers

In connection with a merger, acquisition, reorganization, sale of assets, or bankruptcy, your information may be transferred to the acquiring entity. We will notify you of any such change.

5.4 With Your Consent

We may share your information with third parties when you have given us explicit consent to do so.

5.5 No Sale or Sharing of Personal Information

We do not sell or share your personal information to third parties for their marketing or advertising purposes.

6. DATA RETENTION

6.1 What We Retain

Personal Information (Email):

- Retained only while your account is active
- Deleted within 30 days of account termination

Research Data:

- Your User Input and associated System-Generated Content are retained while your account is active
- Upon account deletion, System-Generated Content remains THINKALPHA's property
- THINKALPHA retains all rights to Derived Works as described in Section 4

6.2 After Account Termination

When you delete your account: your email address is deleted within 30 days; your research outputs are either deleted or anonymized (unlinked from your identity); any Derived Works (aggregated patterns, trained models) remain THINKALPHA's property; and consent records may be retained for legal compliance.

6.3 Backup and Archive

Data may persist in backup systems for a reasonable period following deletion from active systems.

7. YOUR RIGHTS AND CHOICES

7.1 Access and Portability

You may request access to the data we hold about you, including personal data (your email address) and research data (your User Input and associated System-Generated Content).

7.2 Correction

You may request correction of inaccurate data (primarily your email address).

7.3 Deletion

You may delete your account at any time. Upon deletion: your email is removed within 30 days; your User Input is deleted; System-Generated Content remains THINKALPHA's property; and Derived Works and aggregated data are not subject to deletion (see Section 4).

7.4 Export

You may export your research data (hypotheses, formulas, test results) while your account is active.

7.5 Marketing Opt-Out

You may opt out of marketing communications by using the unsubscribe link in emails, contacting us at management@Thinkalpha.com, or updating your account preferences.

7.6 Cookie Preferences

You may control cookies through your browser settings. Note that disabling certain cookies may affect Service functionality.

7.7 Exercising Your Rights

To exercise your rights, contact us at management@Thinkalpha.com. We will respond within 30 days.

8. DATA SECURITY

8.1 Security Measures

We implement industry-standard security measures including:

- Encryption in transit (TLS/SSL) and at rest
- Access controls and authentication
- Regular security assessments
- Secure cloud infrastructure (AWS)
- Employee security training

8.2 No Absolute Security

While we strive to protect your data, no method of transmission or storage is 100% secure. We cannot guarantee absolute security.

8.3 Breach Notification

In the event of a data breach affecting your personal data, we will notify you as required by applicable law.

9. INTERNATIONAL DATA TRANSFERS

Your data may be processed and stored in the United States and other countries where our service providers operate. When transferring data internationally, we rely on standard contractual clauses, service provider certifications, and other legally approved mechanisms. By using the Service, you consent to the transfer of your data to the United States and other jurisdictions.

10. CHILDREN'S PRIVACY

The Service is not intended for users under 18 years of age. We do not knowingly collect personal data from children under 18. If we learn we have collected data from a child under 18, we will delete it promptly.

11. THIRD-PARTY LINKS AND SERVICES

The Service 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 their privacy policies.

12. CALIFORNIA PRIVACY RIGHTS

If you are a California resident, you have additional rights under the California Consumer Privacy Act (CCPA) and California Privacy Rights Act (CPRA):

- Right to Know: Request information about data collection and use
- Right to Delete: Request deletion of your personal information
- Right to Opt-Out: Opt out of sale or sharing of personal information (we do not sell or share personal information for advertising purposes)
- Right to Correct: Request correction of inaccurate personal information
- Right to Limit: Limit the use of sensitive personal information (we do not collect sensitive personal information)
- Right to Non-Discrimination: We will not discriminate against you for exercising your rights

To exercise these rights, contact management@Thinkalpha.com.

13. EUROPEAN PRIVACY RIGHTS

If you are in the European Economic Area (EEA), you have rights under the General Data Protection Regulation (GDPR):

- Access, correction, and deletion of your data
- Data portability
- Restriction of processing
- Objection to processing
- Withdrawal of consent (without affecting the lawfulness of processing before withdrawal)
- Lodge a complaint with a supervisory authority

Legal Basis for Processing:

- Contract: Necessary to provide the Service (storing your formulas, running backtests)
- Consent: During account creation, you are asked separately whether you consent to THINKALPHA using your User Input for AI training. This consent is optional and can be withdrawn at any time without affecting your ability to use the core Service. Note: System-Generated Content is owned by THINKALPHA regardless of this consent.
- Legitimate Interests: Security, service improvement, fraud prevention

- Legal Obligation: Compliance with laws

Withdrawing AI Training Consent:

You may withdraw your consent to AI training at any time via your account settings or by contacting management@Thinkalpha.com. Withdrawal does not affect the lawfulness of processing performed before withdrawal, and Derived Works already created remain THINKALPHA's property.

14. CHANGES TO THIS NOTICE

We may update this Privacy Notice from time to time. We will notify you of material changes by posting the updated notice on the Service, updating the "Last Updated" date, and sending an email notification for significant changes. Your continued use of the Service after changes constitutes acceptance of the updated notice.

15. CONTACT US

If you have questions about this Privacy Notice or our privacy practices, contact us at:

THINKALPHA Inc.
Email: management@Thinkalpha.com
116 Commons Way
Princeton, NJ 08540

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