

TC888 Service Privacy Notice

Version 18 October 2026

1 Controller and scope

TC888 GmbH, Reitmorstr. 2, 80538 München, Germany, is responsible for the TC888 personal data processing described in this notice. Matthias Bentenrieder, referred to as TC below, is our managing director and coach. Contact tc@tc888.de or +49 179 6961190. This notice covers enquiries, purchases, the free Whop Starter Kit and member services. Website visits are covered separately by the website privacy notice. Platforms may also process information for their own purposes under their own privacy notices.

2 Information processed and sources

We process information needed for the service you request, including your name, contact details, platform identifiers, purchase and subscription status, enquiries and bookings. Account and purchase information may be provided through Whop or the other platforms you use to access the service. The requested diagnosis questionnaire concerns trading methods and gaps; it does not request account balances, income or losses.

Depending on the service you choose, we also process homework, questions, charts, journals, Playbooks, completed-trade evidence, session recordings and transcripts, summaries, feedback and development records. Please omit account credentials, unnecessary financial identifiers and other people's personal information.

Contact, purchase and access information is needed to administer the service you request. Without the information necessary for that purpose, we may be unable to provide the relevant service. Optional diagnosis, recording and AI choices are explained below.

Whop makes lesson progress visible to TC. TC does not currently use that progress to monitor your learning or contact you for inactivity. This does not describe or limit Whop's own processing.

3 Purposes and legal bases

We use information to administer purchases and access, arrange sessions, respond to enquiries and provide the services you request. Separate purposes include record keeping required by law, security and necessary handling of legal claims. Optional diagnosis, recording, AI processing, shared community contributions and continued retention are described below.

Necessary purchase administration, access provision, bookings, agreed service delivery and responses to pre-contract enquiries use Article 6(1)(b) GDPR. Statutory accounting and other mandatory record keeping use Article 6(1)(c). Necessary security measures and the establishment, exercise or defence of legal claims use Article 6(1)(f), subject to the required balancing of interests. These bases do not automatically cover optional recording, unrelated AI processing or all post-service retention.

The optional starting-point diagnosis uses your consent under Article 6(1)(a) GDPR for questionnaire processing through Google Workspace and ChatGPT Business, TC's plausibility check and delivery of the diagnosis. Declining it does not affect Starter Kit or course access. Requested course self-diagnosis feedback and ordinary mentoring use Article 6(1)(b) only to the extent objectively necessary for the requested service; this is not blanket permission for additional AI use or historical reuse.

Optional session recording, transcription/Gemini notes and integrated ChatGPT coaching each require your independent, informed affirmative choice under Article 6(1)(a). The integrated ChatGPT choice includes the relevant onboarding, preparation, session and TraderOS information described in section 6. Identifiable contributions included in the Platinum replay archive also use an informed consent choice. Purchasing a service, attending a session or receiving this notice does not itself provide these permissions.

We keep a limited final mentoring and TraderOS record after mentoring under Article 6(1)(f) where necessary for an accurate record of work delivered, corrections and continuity if mentoring resumes. Section 11 explains the limits and your rights. Public or promotional reuse requires separate permission for the specific material and use.

4 Premium homework and Q&A

Premium includes optional written homework feedback and priority Q&A in the dedicated Discord channels. Posts and responses can contain aliases, charts, explanations and questions and are visible according to the relevant channel's access. Homework posted to those channels is held only in Discord; TC888 does not maintain a separate archive of those posts outside it. The separately submitted course self-diagnosis form and its learner record are explained in section 5.

Shared homework and Q&A remain while useful to the community, with periodic review. Members can delete their own posts subject to Discord permissions or request removal, including relevant replies and quotes. Unnecessary sensitive information should be removed sooner. The community is not automatically cleared when a member's subscription ends. Homework feedback is separate from the diagnosis below.

5 Starting point and course diagnoses

The Starter Kit is free through Whop. The diagnosis questionnaire is optional; no paid subscription is required, and participation is not a condition of Starter Kit or Premium course access. Its purpose is to assess your existing trading approach and gaps, rather than test course knowledge.

A Google notification email triggers retrieval of the form response by ChatGPT in TC's ChatGPT Business workspace. ChatGPT drafts the diagnosis email. TC checks whether it looks right before sending it; this is a plausibility check rather than a substantive verification of every AI conclusion. AI output can contain errors.

If you later enrol in mentoring, necessary diagnosis information may be used as background after the relevant privacy information and lawful basis for that use have been established. At enrolment we explain the use and give you an opportunity to correct or update the record. Publishing this notice does not retrospectively authorise previously undisclosed reuse.

Course self-diagnosis

Premium also uses a separate course self-diagnosis form. If you submit it, the form response is held through Google Workspace and processed using ChatGPT Business to prepare course-context feedback. The workflow creates or updates a limited learner record, using your answers to identify a provisional learning stage, a useful next course task and matters to postpone. TC reviews the drafted response before sending.

Self-reported answers and AI interpretation are not the same as demonstrated capability. You can ask for clarification or correction of the feedback or learner record. Submitting this course form does not by itself register you for TraderOS or establish a mentoring relationship.

The course-form record is separate from homework posted in Discord and from the optional starting-point diagnosis. Relevant processing information is provided before you submit the form.

6 Optional mentoring recording and AI processing

Private mentoring takes place through Google Meet. You have three separate choices: session recording; full session transcription with Google Meet/Gemini notes; and integrated ChatGPT coaching use, including TraderOS. Recording captures session audio, video and shared screen for your and TC's review. Transcription/Gemini creates a full transcript and notes or summaries for coaching and follow-up. Calendar-linked Google Docs can contain the full transcript, not just a summary. The ChatGPT choice covers access to those documents, relevant onboarding/preparation information and your own TraderOS submissions and progress reviews, to prepare sessions and analyse or summarise coaching progress and follow-up. TraderOS inputs may include completed-trade logs, charts, journals, Playbooks and homework you provide for your own coaching. Google Workspace and OpenAI's ChatGPT Business support the functions described in the respective choices. These choices do not authorise marketing, model training, other clients' material, public reuse, unrelated standalone services or indiscriminate historical intake.

Your private recording is made available to you and TC through Google Workspace. The relevant providers and authorised personnel process the transcript, summaries and development record to deliver the workflow. Gemini session notes are not routinely reviewed by TC and may contain errors. The separate plausibility check of drafted diagnosis feedback does not mean session notes or every AI conclusion have been verified. You may ask us to correct an inaccurate record. These records are not used to determine your access, pricing or eligibility.

You may separately decline recording, transcription/Gemini or integrated ChatGPT coaching and still receive a normal human mentoring session. Recording permission does not itself authorise transcription/Gemini or ChatGPT. Your saved choices cover future sessions and reviews within the described mentoring relationship until changed or withdrawn; you do not need to give the same permission before every session. A material change in purposes or scope requires an explained new choice before the new processing. A recording-start announcement is separate. Silence, attendance, registration and sending material are not permission. If you choose No or withdraw the ChatGPT choice, we will not use ChatGPT for the coaching information described in that choice, including onboarding, session preparation and follow-up, session notes or transcripts, and TraderOS progress reviews. You will not use the AI-assisted TraderOS service. Normal human mentoring and the usual human feedback on individual requests remain available within your existing offer. That is ordinary mentoring support, not a fully manual version of TraderOS; your offer's existing scope and limits continue to apply. This privacy choice does not itself change or waive any benefits or rights already agreed with you. You can change or withdraw a choice by emailing tc@tc888.de or telling TC before or during a session. Withdrawal applies to future processing and does not affect processing that was lawful before withdrawal. Requests about existing material are handled separately under your rights and the applicable retention rules.

For existing mentoring relationships, we are introducing the new choice forms. Existing permissions are assessed individually; a missing new form is not treated as a withdrawal. Explicit refusals and withdrawals remain effective. An announcement that recording has started is separate from obtaining your choice. A new choice does not retrospectively authorise earlier processing.

[Initial choices](#) · [Change or withdraw choices](#)

7 Optional TraderOS

TraderOS is optional and available only with mentoring. Email screenshots, journals, Playbooks, questions and supporting material to traderos@trendpredator.com. It concerns completed trading activity, methods and Playbook development, not open trades.

With your current integrated ChatGPT coaching choice, ChatGPT Business may retrieve relevant TraderOS emails, submissions and attachments, draft feedback and update your development record

for the described coaching purpose. This is part of the same ChatGPT choice covering onboarding, preparation and session material; using TraderOS or emailing material does not itself provide consent. TC checks drafted feedback before sending; the depth of review and changes vary by case. AI output may contain errors, and you can ask for clarification or correction.

Choosing the TraderOS service remains separate from choosing session recording, but its ChatGPT processing is included in the integrated coaching AI choice. Declining or withdrawing that choice means the AI-assisted TraderOS service is not used; TC does not offer a full manual TraderOS replacement. Normal human mentoring and usual human feedback on individual requests remain available within the existing offer, without creating unlimited feedback or new entitlements. Any conflict with an already-agreed TraderOS benefit will be addressed individually. This notice does not remove an agreed benefit, amend your contract or waive your rights. TraderOS support still ends with the paid mentoring period, and the seven-day personal-session buffer does not extend it. Continued lawful retention supports review and continuity if you return; it does not extend support or authorise fresh AI analysis.

8 Platinum sessions and recordings

Platinum sessions are recorded for replay by members, including those who join later. Other attendees may see your name, camera and chat during the live session according to your participation. Recordings do not display members or chat but may contain your alias and comments read aloud by TC. You may keep camera and microphone off and ask TC not to read your contribution or alias into the recording.

Before an identifiable contribution is included in the member replay archive, we ask for your informed choice, including access by later-joining members. You can participate without that inclusion. A general recording announcement is not your consent to inclusion.

Recordings are stored in Google Workspace. Replay access is restricted through the Platinum Google Group and ends when the relevant paid entitlement expires. TC manually removes departing members, assisted by reminders. Access removal and deletion of a recording are separate actions.

The teaching archive is retained while genuinely useful and reviewed annually, including the continued need to retain identifiable contributions. A member replay or recording announcement does not grant permission for public or promotional reuse.

9 TrendPredator PRO

TC888 receives the TradingView username needed to administer PRO access through Whop's TradingView integration. TC888 does not receive your trading data through the PRO tool itself. This does not mean TradingView or Whop processes no usage or trading-related information for its own purposes.

10 Providers recipients and international transfers

TC and an authorised TC888 employee have access to service records under confidentiality obligations. Google Workspace provides the forms, email, Meet and Drive services used for diagnosis, mentoring and TraderOS, including the traderos@trendpredator.com mailbox. The described automations run within TC's ChatGPT Business workspace using connected Google services; no separate OpenAI API or external automation provider is used in these workflows. Personal information may also be disclosed to professional advisers or public authorities where legally required or necessary for a specific lawful purpose.

Google Cloud EMEA Limited, Ireland, processes the Google Workspace service information on our behalf under the [Google Cloud Data Processing Addendum](#). We use Workspace Business Standard for

Forms, email, Drive, Meet recording, transcription and Gemini notes.

OpenAI Ireland Ltd. processes our ChatGPT Business inputs under its [Services Agreement](#) and incorporated [Data Processing Addendum](#). These inputs include the relevant Google-connected information described in your choice.

Whop, Inc., United States, provides checkout, payments, subscriptions, course access and entitlement administration. Whop and TC888 act as independent controllers for the data covered by Whop's [Seller Data Sharing Addendum](#). Whop explains its own processing in its [Privacy Policy](#).

Discord Netherlands BV is the platform controller for EEA residents; Discord Inc. is the controller for other residents. TC888 is responsible for its own community administration and handling of contributions. See [Discord's Privacy Policy](#). TradingView handles its own platform processing and the TradingView username used for PRO entitlement administration; its [Privacy Policy](#) identifies TradingView.com, Inc., United States, as the contact entity.

Processing is not limited to the EU/EEA and may include the United States. For Google and OpenAI processing covered by their addenda, applicable adequacy mechanisms or EU standard contractual clauses provide the stated transfer safeguards. Google's [Data Privacy Framework mechanism](#) applies within its stated coverage. The separate platforms describe their international processing in their privacy policies. Contact tc@tc888.de for information about the safeguards relevant to your data and copies.

11 Retention

We retain a limited final mentoring record, including necessary TraderOS feedback and supporting material, for up to twenty-four months after mentoring ends. Our legitimate interests under Article 6(1)(f) GDPR are maintaining an accurate record of mentoring already delivered, responding to correction requests and supporting continuity if mentoring resumes. We keep only information needed for these purposes, review necessity monthly and delete earlier when the purpose no longer applies. This does not authorise fresh AI analysis, marketing or public reuse of retained records. You may object to this processing on grounds relating to your particular situation and request erasure; we assess those requests under the applicable legal conditions.

Private recordings are stored for the separately explained personal replay purpose under the applicable recording and replay arrangement. Withdrawal of consent is assessed for the affected processing; we do not retrospectively switch to legitimate interests to defeat it. Existing promises of longer recording access require individual reconciliation. Our retention policy uses the following periods and criteria:

Record	Retention policy
Diagnosis response and final result, if mentoring does not follow	Twelve months after diagnosis delivery; if no result or feedback is delivered, twelve months after submission, with earlier deletion when no longer needed. Necessary information lawfully included in a subsequent mentoring record follows that record's schedule.
Course self-diagnosis response, final feedback and limited learner record	Twelve months after the course-form feedback is delivered; if no feedback is delivered, twelve months after submission, with earlier deletion when no longer needed. Only necessary information lawfully incorporated into later mentoring follows the mentoring schedule.
Final mentoring summaries, Playbook and development record	During mentoring and up to twenty-four months after mentoring ends, while needed for the stated record purposes.

Record	Retention policy
Final TraderOS feedback and necessary supporting emails, submissions and attachments	During mentoring and up to twenty-four months after mentoring ends. Unnecessary originals, unrelated details and duplicates are removed earlier.
Private mentoring recordings	During mentoring and up to twenty-four months after mentoring ends for the informed personal replay arrangement, subject to applicable rights and existing promises of longer recording access.
Full private transcripts	Normally twelve months from the date of each session, with earlier deletion when no longer necessary. Any exception requires a documented specific continuing purpose, why a final record or selected extract is insufficient, and a next-review date or end date. Ongoing mentoring alone does not extend the period.
Unused AI drafts and duplicate working copies	Thirty days after the final response or summary is delivered. Final records follow their own category.
Discord homework and Q&A	While useful to the community, with periodic review and member deletion/removal options.
Platinum replay archive	While genuinely useful for the member teaching archive, reviewed annually.
General enquiries without a purchase	Six months after the enquiry closes.
PRO username and entitlement administration	For the period necessary to administer the entitlement and resolve necessary access issues.
Required contract, accounting and claim evidence	The applicable legal retention period or the period necessary for the specific claim; this does not extend retention of every learning record.

These periods are our retention policy, not automatic expiry settings. An initial manual review and cleanup have begun, and recurring monthly reviews start in November 2026 with ChatGPT assistance. TC reviews the specific items and exceptions, approves deletion actions and checks completion. Older records and copies are still being reconciled; we cannot yet confirm that every existing record meets its category period. Missing dates do not justify indefinite retention.

Google records and ChatGPT chats do not automatically expire under these category rules. Removing a transcript from a current document or deleting a Google source does not itself erase document history, recovery material, provider backups or a separate ChatGPT copy. Removal of replay access is not deletion of the recording. Separate copies and provider recovery/deletion processes require separate handling. Only specifically necessary evidence is kept longer for an applicable legal obligation or legal claim.

You can make a request about your data at any time. Erasure, restriction and withdrawal requests are considered when received, without waiting for the monthly review. Withdrawal does not affect earlier lawful processing, and any continued retention requires its own applicable basis.

12 Your rights and complaints

Subject to the applicable legal conditions, you have rights of access, rectification, erasure, restriction and data portability. You may object to processing based on legitimate interests on grounds relating to your particular situation and to direct marketing at any time. Where consent is the basis, you may withdraw it for the future without affecting earlier lawful processing.

Contact tc@tc888.de to exercise these rights or request correction of an AI-assisted record. You may lodge a complaint with a supervisory authority, including the Bayerisches Landesamt für Datenschutzaufsicht (BayLDA).

13 Platform technologies and public use

Whop and the other platforms have their own technical and privacy arrangements. Website cookies and resources are addressed in the separate website notice. This service notice does not claim that every platform is free of cookies, tracking or terminal access.

Private feedback, testimonials, member screenshots and recordings are not automatically available for advertising or public use. The necessary separate rights and permissions must cover the specific material and use. Anonymity alone is not permission.

14 Changes

We provide updated information when processing changes as required by law. Publishing an updated notice does not itself authorise a new purpose, amend a contract or retrospectively obtain consent.