

## PLATFORM TERMS OF SERVICE

Last Updated: 9/20/2023

Welcome to the Altir website located at <https://www.altir.app> (the “**Site**”). If you have signed up either electronically through our Site or by a written order form signed by you and Altir to purchase a subscription to access and use the Platform (as defined below), and have not otherwise executed a separate written subscription agreement with us, then please read these Platform Terms of Service as they, together with any associated Order Information (as defined below), govern your use of the Altir Platform (the “**Platform**”). These Platform Terms of Service, together with any associated Order Information, are the “**Platform Terms**.” To make these Platform Terms easier to read, the terms “Altir” “we,” and “us” include Altir Industries, Inc., and the term “you” refers to you and any organization that you are acting on behalf of in signing up for a subscription to the Platform.

Altir Industries, Inc. (“**Altir**”) is a financial technology company and not a bank. Altir provides you with access to products and services provided by third parties, including FirstBank (the “**Sponsor Bank**”). The banking services associated with your Account, and described herein, are provided by the Sponsor Bank.

### 1. DEFINITIONS.

(a) “**Aggregate Data**” means any data that is derived or aggregated in deidentified form from (i) Your Data; or (ii) you and your Authorized Users’ use of the Platform, including, without limitation, any usage data or trends with respect to the Platform and its component features and functionalities, in each case in anonymized form.

(b) “**Authorized User**” means any employee, contractor or other representative that (i) you authorize to Use the Platform for purposes of operating and maintaining the Platform; and (ii) signs up for an account to Use the Platform in accordance with Altir’s then-current account registration procedures.

(c) “**Effective Date**” means either (i) the date on which you signed up for a subscription electronically through our Site or (ii) the effective date listed on a written order form signed by you and Altir, as applicable.

(d) “**Order Information**” means certain terms associated with your subscription to Use the Platform, as either (i) communicated to you at the time you signed up for a subscription electronically through our Site; or (ii) as otherwise set forth in a written order form signed by you and Altir.

(e) “**Person**” means any individual, corporation, partnership, trust, limited liability company, association, governmental authority or other entity.

(f) “**Use**” means to use, access and/or operate the Platform in accordance with these Platform Terms and any instructions provided to you by Altir.

(g) “**Your Data**” means all information, data, and other content, in any form or medium, that is submitted, posted, collected, transmitted or otherwise provided by or on behalf of you, or any Authorized User to Altir in connection with your and your Authorized Users’ use of the Platform.

### 2. ACCESS AND USE.

(a) Agreement to Platform Terms. By using the Platform, you agree to be bound by these Platform Terms. If you don't agree to be bound by these Platform Terms, do not use the Platform. If you are accessing and using the Platform on behalf of a company (such as your employer) or other legal entity, you represent and warrant that you have the authority to bind that entity to these Terms. In that case, "you" and "your" will refer to that entity.

(b) Provision of Access. Subject to the terms and conditions of these Platform Terms, Altir hereby grants you a worldwide, non-exclusive, non-transferable (except in compliance with Section 16(h)), non-sublicensable right to Use the Platform for the internal business purpose of accessing certain of your financial information and other financial services, including but not limited to lending and deposits (the "**Purpose**") during the Term and only in accordance with Altir's applicable official user documentation; provided that you (i) sign up for an account to Use the Platform in accordance with Altir's then-current account registration procedures; and (ii) strictly comply with the restrictions set forth in Section 2(c). You have the right to permit Authorized Users to Use the Platform on your behalf for the Purpose in accordance with these Platform Terms; provided, however, that you will remain fully and directly liable to Altir for any and all use of the Platform by Authorized Users (or anyone else using your account) as if such Use was by you yourself under these Platform Terms. As part of the provision of the Platform, Altir may provide you with access to one or more application programming interfaces ("**APIs**"). Altir may, in its sole discretion, set and enforce limits on your use of any API and you agree to comply with such limits. Altir may also suspend your access to any API or cease providing any API at any time.

(c) Use Restrictions. You will not use the Platform for any purposes beyond the scope of the rights granted in these Platform Terms. You will not (and will not attempt to) at any time, directly or indirectly, and will not permit any Person (including, without limitation, your Authorized Users) to: (i) modify or create derivative works of the Platform, in whole or in part; (ii) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain improper access to any software component of the Platform, in whole or in part; (iii) sell, resell, rent or lease the use of the Platform to any other Person, or otherwise allow any Person to use the Platform for any purpose other than for your benefit for the Purpose in accordance with these Platform Terms; (iv) use the Platform to store, transmit or post any infringing, libelous or otherwise unlawful or tortious material or any data (including, without limitation any of Your Data) for which you do not have the necessary consents or rights to provide via the Platform; (v) interfere with, or disrupt the integrity or performance of, the Platform, or any data or content contained therein or transmitted thereby; (vi) use the Platform to build a product or service that is competitive with any Altir product or service; or (vii) access or search the Platform (or download any data or content contained therein or transmitted thereby) through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers or any other similar data mining tools) other than software or Platform features provided by Altir for use expressly for such purposes.

(d) Reservation of Rights. Nothing in these Platform Terms or the performance thereof will operate to grant you any right, title or interest, whether by implication, estoppel or otherwise, in or to the Platform (or any intellectual property rights therein), other than as expressly set forth in these Platform Terms. As between the Parties, Altir will exclusively own all right, title and interest in and to the Platform and all improvements, modifications or derivative works thereof (and all intellectual property rights in any of the foregoing). All intellectual property rights created in any such improvements, modifications and derivative works of the Platform will vest solely in Altir upon creation, and to the extent that sole ownership does not originally vest in Altir, such intellectual property rights are hereby automatically and irrevocably assigned by you (and your Authorized Users) to Altir. Each party hereby expressly reserves all intellectual property rights not expressly granted hereunder.

**3. IMPLEMENTATION.** Subject to the terms and conditions of these Platform Terms, Altir agrees to use commercially reasonable efforts to provide standard implementation services for the Platform only if and to the extent such assistance is set forth in your Order Information (“**Implementation Services**”). If Altir provides Implementation Services in excess of any agreed-upon hours estimate, or if Altir otherwise provides additional services beyond those agreed in your Order Information, you will pay Altir at Altir’s then-current hourly rates for consultation.

**4. PROFESSIONAL SERVICES & SUPPORT.** Subject to the terms and conditions of these Platform Terms, Altir agrees to provide any professional services described in your Order Information (“**Professional Services**”) and to provide reasonable support in connection with the Platform.

**5. FEES AND PAYMENT.**

(a) Fees. You will pay Altir all fees set forth in your Order Information (“**Fees**”) on and in accordance with the payment dates specified in your Order Information. All Fees are non-refundable and payable in U.S. dollars or any other currency that may be designated in your Order Information. Except as otherwise designated in your Order Information, Fees will be paid by wire transfer of immediately available funds to an account designated by Altir or paid in advance by the approved credit card that you designate when you sign up to Use the Platform on our Site. You hereby authorize us to initiate all payment transactions for Fees from your approved credit card when such Fees are due. Any and all Fees hereunder that are not paid to Altir when due will accrue interest at a rate of 1.5% per month, or the maximum rate permitted by law, whichever is greater. You will reimburse Altir for all reasonable costs and expenses incurred (including reasonable attorneys’ fees) in collecting overdue amounts hereunder.

(b) Taxes. All Fees and other amounts payable to Altir hereunder do not include any sales, use, value added or other applicable taxes, tariffs or duties (the “**Taxes**”), payment of which will be your sole responsibility (excluding any Taxes based on Altir’s net income). you will promptly reimburse Altir for any such amounts that Altir pays on your behalf.

**6. CONFIDENTIAL INFORMATION.** From time to time in connection with these Platform Terms, we may disclose or make available to you or your Authorized Users information about our business affairs, products, customers, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, and whether or not marked, designated or otherwise identified as “confidential” (collectively, “**Confidential Information**”). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the you at the time of disclosure; (c) rightfully obtained by you on a non-confidential basis from a third party; or (d) independently developed by you. You shall not use, transfer or disclose our Confidential Information to any person or entity, except to your employees, directors, officers, members, consultants, contractors, attorneys, advisors and agents who have a need to know the Confidential Information for you to exercise your rights or perform your obligations hereunder, and who are bound by obligations of confidentiality to you. Notwithstanding the foregoing, you may disclose Confidential Information to the limited extent required in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that you have first given written notice to the Altir and made a reasonable effort to obtain a protective order. On the expiration or termination of these Platform Terms, you shall, at Altir’s option, either (A) promptly return to us all copies, whether in written,

electronic, or other form or media, of our Confidential Information, or (B) destroy all such copies and certify in writing to Altir that such Confidential Information has been destroyed. Your obligations of non-disclosure with respect to any of our Confidential Information will expire five years from the date such Confidential Information was first disclosed to you; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of these Platform Terms for as long as such Confidential Information remains subject to trade secret protection under applicable law.

**7. PRIVACY POLICY.** All Use of the Platform is subject to the Altir Privacy Policy at [[https://d1zity4htdazbp.cloudfront.net/assets/altir\\_privacy\\_policy.pdf](https://d1zity4htdazbp.cloudfront.net/assets/altir_privacy_policy.pdf)].

**8. FEEDBACK.** From time to time you or your Authorized Users may provide Altir with suggestions, comments and feedback with respect to the Platform (collectively, “**Feedback**”). You, on behalf of yourself and your Authorized Users, hereby grant Altir a perpetual, irrevocable, royalty-free and fully paid-up license to use and exploit all Feedback in connection with Altir’s business purposes, including, without limitation, the testing, development, maintenance and improvement of the Platform.

**9. DATA.**

(a) As between you and Altir and except as set forth in Section 9(b), you will own and retain all right, title and interest in and to all Your Data.

(b) You hereby grant Altir (i) a non-exclusive, worldwide, royalty-free right and license to use, host, reproduce, display, perform, modify and make derivative works of Your Data in connection with the hosting, operation, improvement and provision of the Platform (or any similar platform or software owned by Altir) or any other business purpose during the Term; and (ii) a non-exclusive, worldwide, royalty-free, perpetual, irrevocable right and license to use, reproduce, distribute, display, perform, modify, make derivative works of and otherwise exploit all Aggregate Data in connection with the hosting, operation, improvement and provision of the Platform (or any similar platform or software owned by Altir, including, without limitation, the Platform) or any other business purpose.

(c) You are solely responsible for the accuracy, quality, integrity, legality, reliability and appropriateness of all Your Data. You hereby represent, warrant and covenant to Altir that you have obtained and will obtain all necessary consents with respect to any and all of Your Data hosted, collected, stored or transmitted through the Platform to the extent necessary (i) for you and Altir to comply with all applicable laws, rules and regulations including, without limitation, all applicable data protection and privacy laws; and (ii) for you to grant the licenses contemplated by Section **Error! Reference source not found..**

(d) You shall ensure that Your Data does not contain any of the following categories of sensitive data (except as required to Use the Platform) (a) social security number, passport number, driver’s license number, or similar identifier (or any portion thereof); (b) credit or debit card number (other than the truncated (last four digits) of a credit or debit card), financial information, banking account numbers or passwords; (c) employment, financial, genetic, biometric or health information; (d) racial, ethnic, political or religious affiliation, trade union membership, or information about sexual life or sexual orientation; (e) account passwords, mother’s maiden name, or date of birth; (f) criminal history; (g) any other information or combinations of information that falls within the definition of “special categories of

data,” “sensitive data” or “sensitive personal information” or any applicable law or regulation relating to privacy or data protection; or (h) personal information of children under the age of 16.

**10. REPRESENTATIONS AND WARRANTIES.** Each party hereby represents and warrants to the other party that: (a) it is duly organized, validly existing and in good standing under its jurisdiction of organization and has the right to enter into these Platform Terms; and (b) the execution, delivery and performance of these Platform Terms and the consummation of the transactions contemplated hereby are within the corporate powers of such party and have been duly authorized by all necessary corporate action on the part of such party, and constitute a valid and binding agreement of such party.

**11. THIRD-PARTY SERVICES.** You acknowledge and agree that the Platform may operate on, with or using APIs and/or other services operated or provided by third parties (collectively, “**Third-Party Services**”), including without limitation through integrations or connectors to such Third-Party Services that are provided by Altir. Except as expressly provided by these Platform Terms, Altir is not responsible for the operation of any Third-Party Services nor the availability or operation of the Services to the extent such availability and operation is dependent upon Third-Party Services. Altir does not make any representations or warranties with respect to Third-Party Services or any third-party providers. Any exchange of data or other interaction between you and a third-party provider is solely between you and such third-party provider and is governed by such third party’s terms and conditions. If certain features of the Platform require you to provide your login information to Altir, (a) Altir will use such login information solely for the purpose of providing the Platform and (b) you represent and warrant that you have the right to provide such login information without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Services.

**12. INDEMNIFICATION.**

(a) Indemnification and Indemnification Procedures. Each party (“**Indemnitor**”) shall defend, indemnify, and hold harmless the other party, its affiliates and each of its and its affiliates’ employees, contractors, directors, suppliers and representatives (collectively, the “**Indemnitee**”) from all liabilities, claims, and expenses paid or payable to an unaffiliated third party (including reasonable attorneys’ fees) (“**Losses**”), that arise from or relate to any claim that (a) in the case of you as Indemnitor, Your Data or your use of the Platform infringes, violates, or misappropriates any third-party intellectual property or proprietary right or violates any applicable law, or (b) in the case of Altir as Indemnitor, the Platform infringes, violates, or misappropriates any third-party intellectual property or proprietary right. Each Indemnitor’s indemnification obligations hereunder shall be conditioned upon the Indemnitee providing the Indemnitor with: (i) prompt written notice of any claim (provided that a failure to provide such notice shall only relieve the Indemnitor of its indemnification obligations if the Indemnitor is materially prejudiced by such failure); (ii) the option to assume sole control over the defense and settlement of any claim (provided that the Indemnitee may participate in such defense and settlement at its own expense); and (iii) reasonable information and assistance in connection with such defense and settlement (at the Indemnitor’s expense). The foregoing obligations of Altir do not apply with respect to the Platform or any information, technology, materials or data (or any portions or components of the foregoing) to the extent (i) not created or provided by Altir (including without limitation any of Your Data); (ii) made in whole or in part in accordance to your specifications; (iii) modified after delivery by Altir; (iv) combined with other products, processes or materials not provided by Altir (where the alleged Losses arise from or relate to such combination); (v) where you continue allegedly infringing activity after being notified thereof or after being informed of modifications that

would have avoided the alleged infringement; (vi) your use of the Platform is not strictly in accordance with these Platform Terms; or (vii) the claim arises from your negligence, willful misconduct or fraud.

(b) IP Remedies. If Altir reasonably believes the Platform (or any component thereof) could infringe any third party's intellectual property rights, Altir may, at its sole option and expense: (i) procure the right for you to continue using the Platform (or any infringing component thereof) to make it non-infringing without materially reducing its functionality; or (ii) replace the Platform (or any infringing component thereof) with a non-infringing alternative that is functionally equivalent in all material respects. If the foregoing remedies are not available to Altir on commercially reasonable terms, then Altir may suspend or terminate your use of the Platform upon notice to you. The rights and remedies set forth in this Section 12 shall constitute your sole and exclusive remedy for any intellectual property infringement by the Platform.

**13. DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH SECTION 10 (REPRESENTATIONS AND WARRANTIES), YOU ACKNOWLEDGE THAT THE PLATFORM IS PROVIDED ON AN "AS IS" BASIS, AND ALTIR MAKES NO WARRANTIES OR REPRESENTATIONS TO YOU, YOUR AUTHORIZED USERS OR TO ANY OTHER PERSON REGARDING THE PLATFORM OR ANY OTHER SERVICES PROVIDED HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALTIR HEREBY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, ALTIR HEREBY DISCLAIMS ANY WARRANTY THAT USE OF THE PLATFORM WILL BE ERROR-FREE, BUG-FREE OR UNINTERRUPTED. **YOU ACKNOWLEDGE AND AGREE THAT ALTIR DOES NOT PROVIDE FINANCIAL, TAX, LEGAL OR ANY OTHER ADVICE, AND THAT YOU ARE ADVISED TO CONSULT WITH YOUR OWN FINANCIAL, TAX AND LEGAL ADVISORS AND OTHER APPLICABLE EXPERTS.**

**14. LIMITATIONS OF LIABILITY.**

(a) Exclusion of Damages. IN NO EVENT WILL ALTIR BE LIABLE TO YOU, YOUR AUTHORIZED USERS OR ANY OTHER PERSON FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF INCOME, DATA, PROFITS, REVENUE OR BUSINESS INTERRUPTION, OR THE COST OF SUBSTITUTE SERVICES OR OTHER ECONOMIC LOSS, ARISING OUT OF OR IN CONNECTION WITH THESE PLATFORM TERMS OR THE PROVISION OF THE PLATFORM, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

(b) Total Liability. IN NO EVENT WILL ALTIR'S TOTAL LIABILITY TO YOU, YOUR AUTHORIZED USERS OR ANY OTHER PERSON IN CONNECTION WITH THESE PLATFORM TERMS OR THE PROVISION OF THE PLATFORM EXCEED THE FEES ACTUALLY PAID BY YOU TO ALTIR IN THE TWELVE (12) MONTH PERIOD PRECEDING THE CLAIM OR ACTION GIVING RISE TO SUCH LIABILITY.

**15. TERM AND TERMINATION.**

(a) Term. The initial term of these Platform Terms begins on the Effective Date and, unless terminated earlier pursuant to these Platform Terms, will (i) continue in effect until the date set forth in your Order Information, and (ii) automatically renew for successive renewal terms of equal duration to the initial term unless either party provides notice of non-renewal prior to the end of the then-current

initial or renewal term (or in the case of an initial or renewal term longer than one (1) month, at least thirty (30) days prior to the end of the then-current initial or renewal term). You may provide notice of non-renewal by sending an email to [info@altir.app](mailto:info@altir.app).

(b) Termination. Without limiting any right or remedy available to either party, either party may terminate these Platform Terms, effective on written notice to the other party, if the other party materially breaches these Platform Terms, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured sixty (60) days after the non-breaching party provides the breaching party with written notice of such breach.

(c) Survival. All provisions of these Platform Terms that by their nature should survive termination shall survive termination, including without limitation accrued payment obligations, ownership provisions, warranty disclaimers, indemnification obligations and limitations of liability.

## **16. MISCELLANEOUS.**

(a) Entire Agreement. These Platform Terms, together with any order forms or other documents incorporated herein by reference, are the complete and exclusive agreement between the parties with respect to their subject matter and supersede all prior or contemporaneous agreements, communications and understandings, both written and oral, with respect to their subject matter. Except as otherwise set forth herein, these Platform Terms may be amended or modified only by a written document executed by duly authorized representatives of the parties.

(b) Order of Precedence. In the event of a conflict between this Terms of Service and any Order Information, such Order Information shall govern.

(c) Notices. We may provide notices to you by posting them on the Site, by providing electronic notification via the Platform, or by email to the address associated with your account. You may provide notices to us via email at [info@altir.app](mailto:info@altir.app). All notices are effective upon posting or when delivered.

(d) Waiver. Except as otherwise set forth in these Platform Terms, either party's failure to enforce any provision of these Platform Terms will not constitute a waiver of future enforcement of that or any other provision. No waiver of any provision of these Platform Terms will be effective unless it is in writing and signed by the party granting the waiver.

(e) Severability. If any provision of these Platform Terms is held invalid, illegal or unenforceable, that provision will be enforced to the maximum extent permitted by law, given the fundamental intentions of the parties, and the remaining provisions of these Platform Terms will remain in full force and effect.

(f) Governing Law; Jurisdiction. These Platform Terms will be governed by and construed in accordance with the laws of the State of New York without giving effect to any principles of conflict of laws that would lead to the application of the laws of another jurisdiction. Any dispute between the parties related to the subject matter of these Platform Terms will be resolved by binding arbitration in the English language in New York, New York under the rules of JAMS; the decision of the arbitrator will be enforceable in any court. In any action or proceeding to enforce rights under these Platform Terms, the prevailing party shall be entitled to recover costs and attorneys' fees.

(g) Force Majeure. Except for payment obligations, neither party shall be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond such party's reasonable control, including without limitation the elements; fire; flood; severe weather; earthquake; vandalism; accidents; sabotage; power failure; denial of service attacks or similar attacks; Internet failure; acts of God and the public enemy; acts of war; acts of terrorism; riots; civil or public disturbances; strikes lock-outs or labor disruptions; pandemics; epidemics; any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, civil or military, including the orders and judgments of courts.

(h) Assignment. Altir may freely assign its rights and obligations under these Platform Terms. You may not assign or transfer these Platform Terms, by operation of law or otherwise, without Altir's prior written consent ; provided, however, that you may assign your rights or delegate your obligations, in whole or in part, without such consent, to (i) one or more of your affiliates, or (ii) a third party that succeeds to all or substantially all of your business and assets relating to the subject matter of these Platform Terms, whether by sale, merger, operation of law or otherwise; provided that, in either case of (i) and (ii) such affiliate or other entity (as applicable) agrees in writing to assume all of your obligations hereunder. Any attempt to assign or transfer these Platform Terms without such consent will be void. Subject to the foregoing, these Platform Terms are binding upon and will inure to the benefit of each of the parties and their respective successors and permitted assigns.

(i) Independent Contractors. No agency, partnership, joint venture, or employment relationship is created as a result of these Platform Terms and neither party has any authority of any kind to bind the other in any respect.

(j) Equitable Relief. Each party hereby agrees that any breach of these Platforms Terms may cause such other party to incur irreparable harm and significant injury that would be difficult to ascertain and would not be compensable by damages alone. Accordingly, each party agrees that, in addition to any other rights and remedies that the non-breaching party may have at law or otherwise with respect to such a breach, the non-breaching party will have the right to seek specific performance, injunction or other appropriate equitable relief.

(k) Changes to these Platform Terms. Altir reserves the right, in its sole discretion, to update, change or replace any part of these Platform Terms. The most current version of these Platform Terms will be posted on the Platform and it is your responsibility to check the Platform periodically for changes. If the changes include material changes that affect your rights or obligations, Altir will notify you of the changes by reasonable means, which could include notification through the Platform or via email. Your continued use of the Platform following the effective date of any changes to these Platform Terms constitutes acceptance of those changes. If you do not agree to the new Platform Terms, then you (and your Authorized Users) may not use the Platform.

(l) Publicity. You agree to allow Altir to use and display your name and logo on Altir's website and in Altir's promotional materials to identify you as a customer.

(m) No Third-Party Beneficiaries. Unless otherwise expressly provided, no provisions of these Platform Terms are intended or will be construed to confer upon or give to any person or entity, other than the parties, any rights, remedies or other benefits under or by reason of these Platform Terms.



(n) How to Contact Altir. Please contact Altir at [info@altir.app](mailto:info@altir.app) with any questions or concerns about the Platform or these Platform Terms.