Sezzle Legal Definitions

Last update: September 9, 2022

"Account" means an account with Sezzle. For Merchants a Merchant Account. For Users a User Account.

"Account Profile" means the location on our website where One can, after logging in, view and manage their profile, including personal information, Payment Method details and Account settings, including notification preferences.

"Active Account" means an account that has been used to purchase products or services using Sezzle Services in the last 12 months.

"Affiliate" or "Affiliated Company" are companies that are direct or indirect subsidiaries of Sezzle, Inc., or are otherwise related to Sezzle through common ownership or control.

“Application” can mean a website, a smartphone, a device, an app, or any other application in which the Sezzle product can be integrated into.

"Authorize" or "Authorization" means a User's express authorization to Sezzle to debit funds from a connected bank account or payment card on file.

"Business Days" means Monday through Friday, excluding Holidays.

"Communications" means any information that Sezzle provides, including: any agreements and policies agreed to, including updates to these agreements or policies; annual disclosures, including prospectuses and reports; transaction receipts or confirmations; Account statements and history; and federal and state tax statements we are required to make available.

“Confidential Information” means (i) the terms and conditions of the Agreement, and (ii) any other information disclosed by one party to the other party that is designated or declared as confidential or proprietary or, if not so designated or declared, should be reasonably understood by the receiving party as confidential from the context of disclosure or the nature of the information.

"Customer Service" is Sezzle's customer support which can be accessed online through emailing Sezzle at support@sezzle.com at any time, or by calling +1 (888) 540-1867 from 9 AM to 5 PM Central Time.

"Days" means calendar days.

"EFT" means a bank Electronic Funds Transfer. This includes Same-day ACH, ACH or wire transfer payments.

"Holidays" means New Year's Day (January 1), Birthday of Martin Luther King, Jr. (the third Monday in January), President's Day (the third Monday in February), Memorial Day (the last Monday in May), Independence Day (July 4), Labor Day (the first Monday in September), Columbus Day (the second Monday in October), Veterans Day (November 11), Thanksgiving Day (the fourth Thursday in November) and Christmas Day (December 25). If a Holiday falls on a Saturday, Sezzle shall observe the Holiday on the prior Friday. If the Holiday falls on a Sunday, Sezzle shall observe the Holiday on the following Monday.

“Initial Term” means one year from the Effective Date, unless otherwise stated in a writing signed by the parties.

"Information" means any confidential and/or personally identifiable information or other information related to an Account, Merchant or User, including but not limited to the following: name, email address, date of birth, tax identification number, billing/shipping address, phone number and financial information.

"Interest Free Payment Plan" means the installment payment plan that a User is following to pay for a product or service offered from a Sezzle Merchant.

“Merchant” means a business entity who is using Sezzle Services to process payments for products or services.

"Merchant Account" means an account created with Sezzle by the Merchant for the purposes of accepting Sezzle as a payment option or using any other Sezzle Services.

“Merchant Interest Program” means a program in which certain approved Merchants may have the opportunity to receive interest earnings on their funds that are held by Sezzle.

"Order" means a transaction with a Merchant for the purchase of goods or services.

“Payment Review” means the process by which Sezzle reviews certain potentially high-risk transactions.

"Payment Schedule" means the dates and times set out for repayment in the installment plan.

"Policy" or "Policies" means any Policy or other agreement between Merchant or user and Sezzle that Merchant or user is entered into on the Sezzle website or in connection with the Sezzle Services.

“Regulated Information” means personally identifiable information, sensitive information or other similar regulated information.

“Renewal Term” means automatically renewing one year periods from the end of the previous term, unless i) one party has provided thirty (30) day’s advance, written notice to the other party of its intent to terminate; or ii) as otherwise stated in a writing signed by the parties.

"Reversal" means Sezzle reverses a payment because (a) it is invalidated by the User’s bank, (b) it was sent to Merchant in error by Sezzle, or its Partners, (c) the User did not have Authorization to send the payment (for example: the User used a bank account that did not belong to the User), or (d) Merchant received the payment for activities that violated this Agreement, the Sezzle Acceptable Use Policy , or any other Sezzle agreement.

"Sezzle," means Sezzle, Inc. and its subsidiaries and Affiliates related through common ownership or control or an agent acting on their behalf.

“Sezzle Account” means an account that is created by Merchant on the Sezzle website or Application and services through Sezzle partners.

“Sezzle Up” is a Sezzle account type that offers the user the ability to check their credit limit, build their credit score, and shop at exclusive retailers. Users can choose to join Sezzle Up after creating an account with Sezzle.

"Store Directory" means the website page present on sezzle.com where Sezzle advertises participating Merchants to Sezzle Users.

“Total Payments” means all the funds required to pay off an installment purchase, including all account reactivation fees or additional fees.

"User Account" means an account created with Sezzle by the User for the purposes of using Sezzle as a payment option or using any other Sezzle Services.