Sezzle e-Communications Policy

Last update: September 26, 2024; Effective date: September 27, 2024

Certain laws and regulations require us to provide specific information to you in writing. With your consent, we can provide you that information electronically. In this policy, “we,” “us,” and “our” refer to: (i) WebBank, Utah-chartered industrial bank, (ii) Sezzle Inc., a Delaware corporation, and (iii) our vendors. This policy describes the ways we communicate with you electronically and the terms by which those communications are bound. You accept this policy by accessing the Sezzle website (“Website”), the Sezzle mobile application (“Sezzle Mobile App”), or any account that you have created with Sezzle (an “Account”) (collectively, “Services”). We may amend this e-Communications Consent at any time by posting a revised version on the Sezzle website and Sezzle Mobile App.

1. Electronic Communications.

“Communications” means each disclosure, notice, agreement, fee schedule, statement, record, document, and any other information as required by federal or state law we provide to you, or that you sign, submit, or agree to in relation to the Services and any extension of credit you obtain from or through us.

By using the Services, you agree to the following as set forth below ("Consent”):

a. We may provide any or all Communications either electronically on the Sezzle Mobile App or Website, through a hyperlink provided in the Sezzle Mobile App or Website or through .pdf format, and, at our sole discretion, electronically to the primary email address or primary telephone number provided.

b. Your electronic signature on agreements and documents has the same effect as if you signed them in ink.

c. You may receive any Communications at any time, including after 9 pm and before 8 am in the time zone of where you reside, to the extent permitted by law.

d. Your Consent applies to any Communications made by us in connection with your use of the Services and to all future Communications during our relationship, unless you withdraw your Consent pursuant to Section 3 below.

e. You have access to equipment to hardware and software requirements as described below to enable you to sign in and use the Services and access and retain the Communications.

2. Hardware and Software Requirements.

In order to access and retain electronic Communications, you will need the following computer hardware and software:

a. A device (e.g. computer, smartphone, mobile device, tablet, etc.) suitable for connecting to the Internet, downloading mobile apps in their current version of an operating system such as Windows, Mac OS, iOS, or Android;

b. A connection to the Internet with a current and widely-used web browser that includes 128-bit encryption with cookies enabled;

c. A valid mobile phone number;

d. A valid email address; and

e. Sufficient local electronic storage space to save Communications and/or a printer to print them.

3. Withdraw Your Consent.

You may withdraw your consent to receive Communications electronically by writing to us at "Attn: e-Communications Policy, Legal, 700 Nicollet Mall, Suite 640, Minneapolis, MN 55402," emailing us at support@sezzle.com or calling us at +1 (888) 540-1867. If you fail to provide or if you withdraw your consent to receive Communications electronically, we reserve the right to (i) deny your application for an Account and/or credit, (ii) restrict or deactivate your Account, or (iii) terminate your Account. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal. The legal effectiveness, validity, and enforceability of any Communications will not be affected by your withdrawal of this Consent.

4. Right to Request Paper Copies.

You can obtain a paper copy of an electronic Communication without withdrawing your Consent. We charge a $5.00 fee for each paper copy request. To request a paper copy of an electronic Communication, contact support@sezzle.com or call us at +1 (888) 540-1867.

5. Updating Your Contact Information.

It is your responsibility to keep your primary email address and mobile telephone number up to date so that we can communicate with you electronically. You understand and agree that if we send you an electronic Communication but you do not receive it because your primary email address or telephone number on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, we will be deemed to have provided the electronic Communication to you. You can update your contact information on the Website or in the Sezzle Mobile App.

Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add Sezzle to your email address book so that you will be able to receive the Communications we send to you.

6. Federal Law.

You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

7. Termination/Changes.

We reserve the right, in our sole discretion, to discontinue providing you with electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

8. Reservation of Rights.

This Consent does not apply to any Communications that we determine, in our sole discretion, are required to deliver in paper form under applicable law or that you should receive in paper rather than electronic form.