Installment Loan Schedule

Last update: March 20, 2025; Effective date: March 20, 2025

Installment Loan Schedule

The business entity who is using Sezzle Services to process payments for products or services ("**Merchant**") and Sezzle, Inc. ("**Sezzle**") have or are simultaneously herewith entering into the Sezzle Merchant Agreement provided online by Sezzle at https://legal.sezzle.com/merchant ("**Merchant Agreement**"). This Installment Loan Schedule to the Merchant Agreement governs Merchant's use of the installment loan product and services ("**Installment Services**") provided by Sezzle to Merchant's customers pursuant to Sezzle's agreement with a third party, Comenity Capital Bank, a Utah industrial bank and its affiliates ("**Installment Service(s) Provider**"). In the event of any conflict or inconsistency between another part of the Merchant Agreement and this Installment Loan Schedule, this Installment Loan Schedule will control solely with respect to the Installment Services. The terms of this Installment Loan Schedule do not apply to any other Sezzle Service unless specifically referenced and incorporated by reference in another part of the Agreement. Undefined capitalized terms in this Installment Loan Schedule will have the meanings given to those terms in the Agreement.

1. Installment Services: Sezzle will make Installment Services available for the purchase of Merchant's consumer goods and services by eligible customers. The fees for Installment Services are set forth in **Schedule 1 — Fee Schedule**.

2. Fulfillment and Settlement.

2.1 Shipment/Fulfillment. Merchant will deliver or ship the product purchased with the Installment Services as close to the date the order for such product is approved (the "Customer Check-Out") as is commercially reasonable but, in any event, in accordance with its own policies, industry standards, applicable law, and the Sezzle Installment Services Shipping Policy. For purposes of the Agreement, "Fulfill" or "Fulfillment" shall have the meaning set forth in the Sezzle Installment Services Shipping Policy.

2.2 Settlement Timing. Merchant will request settlement for products purchased using Installment Services (a "**Merchant Settlement**") only after all products from a transaction have been Fulfilled. If requesting settlement after Fulfillment is not possible, Sezzle may delay its settlement with Merchant to reasonably reflect the time that may elapse between Customer Check-Out and Fulfillment. In any event, Merchant will request settlement not later than 90 calendar days after Customer Check-Out (it being agreed by Merchant that Sezzle reserves the right to cancel any transaction that was not processed as a Merchant Settlement within the ninety (90) calendar day period time period even if such Customer Check-Out has been Fulfilled by Merchant and Sezzle shall have no liability with respect to any such Customer Check-Out (including with respect to the settlement amount for such transaction)).

3. Disputes and Chargebacks.

3.1 Customer Disputes. Merchant will promptly resolve customer Disputes (as defined in the Sezzle Installment Services Customer Dispute Resolution Procedures) relating to products or services purchased using Sezzle Installment Services in accordance with the Sezzle Installment Services Customer Dispute Resolution Procedures and promptly provide any information or records that Sezzle may reasonably request in connection with any customer Dispute.

3.2 Chargebacks. Sezzle has the right to charge back the Merchant the amount of any purchase on the Installment Services in the event that (i) the transaction is determined by Sezzle to be a Merchant Fraud Loss (as defined below), (ii) a disputed transaction is resolved against the Merchant pursuant to the Installment Services Customer Dispute Resolution Procedures, or (iii) the Merchant did not comply with any provision of the Agreement with respect to the subject transaction. With respect to any amounts to be charged back, Sezzle will offset such amount as part of the settlement amount to be paid to the Merchant, to the extent the balance thereof is sufficient, or Sezzle may demand payment from the Merchant in immediately available funds for the full or any partial amount of such chargeback. Upon payment in full of the related amount by the Merchant to Sezzle, or off-setting, as the case may be, Sezzle shall transfer to the Merchant, without any representation, warranty or recourse, all of Sezzle's right to payments of such amounts charged back in connection with such purchase. The Merchant shall not re-submit or re-transmit any charged back purchase to Sezzle, without Sezzle's prior written consent;

4. Cancellations, Returns and Refunds. Merchant will: (A) promptly reflect any cancellations between the Merchant and the customer prior to Merchant Settlement; (B) not use Installment Services for any restocking fees or other costs associated with the return or refund of products from the customer; and (C) promptly reflect any customer returns or refunds processed by the Merchant after Merchant Settlement as the full value of the return or refund, inclusive of any applicable taxes or fees, as a credit to the customer's account and a debit from the Merchant. Merchant will not apply the amount of any such customer returns or refunds to any other methods of payment or in cash.

5. Fraud/Unenforceability.

5.1 Merchant Fraud Loss. Merchant will assume the risk of loss for any Customer Check-Out for the following reasons (each of the following, a "**Merchant Fraud Loss**"):

5.1.1 Merchant did not comply with the Sezzle Installment Services Shipping Policy;

5.1.2 Merchant or customer changed shipping details on the transaction at any time after the customer's order was placed without Sezzle's consent;

5.1.3 Sezzle determines that Merchant failed to use the same efforts and processes to detect and prevent fraud for transactions for which Installment Services have been elected as it would use in transactions not using Installment Services;

5.1.4 Sezzle determines that a Customer Check-Out was not a bona fide, arms-length third party customer transaction; or

5.1.5 Sezzle determines that the Merchant failed to comply with, or violated, any provision of the Agreement with respect to such transaction, including without limitation, the limitations on offering Sezzle Services for any Excluded Product.

6. Installment Services Restrictions.

6.1 Consumer Use. Merchant will not promote or offer Installment Services for the purchase of products or services for any use other than personal, family, or household use.

6.2 United States Only. Unless otherwise permitted by Sezzle, Merchant will only make the Installment Services available (i) to customers who are United States residents and (ii) to finance the purchase of products or services the purchase price of which is listed in the United States dollar at the time of Customer Check-Out.

6.3 Excluded Products. Merchant will not use Installment Services for any items that are Excluded Products. "**Excluded Products**" shall mean: hard or virtual currency or items which have a high likelihood of being exchanged for cash or currency, such as gift cards, prepaid phone cards, or other items with stored cash value; products or services which are illegally imported or exported; products or services which are obtained illegally or which violate the proprietary rights of another party or which are resale items from another retailer or manufacturer without the other retailer's or manufacturer's permission; lotteries, gambling services, sweepstakes, or other games of chance; marijuana dispensaries and related products; sale of tobacco, e-cigarettes, and e-liquid; goods sold through online pharmacies; age restricted goods or services; weapons and munitions; any equipment designed for making or using drugs; gunpowder and other explosives; fireworks and related goods; toxic, flammable, and radioactive materials; products and services with varying legal status on a state-by-state basis; legal substances that provides the same effect as an illegal drug; pornography and other obscene materials (including literature, imagery and other media); products or services sold through multi-level marketing platforms such as referral programs or pyramid schemes; pharmaceuticals and other products that make health claims that have not been approved or verified by the applicable local and/or national regulatory body; sale or resale of services without added benefit to the buyer; any product or service that may have a dual purpose which is an illegal or unethical purpose or whose dual purpose would otherwise be included in the definition of "Excluded Product" and any other product or service identified by Installment Services Provider as an Excluded Product.

6.4 No Insurance Products. Merchant will not use Installment Services for insurance, insurance-like products, insurance service contracts or any other similar product or service which may be regulated under federal or state insurance laws.

7. Customer Interactions. Merchant will:

7.1 Promptly and expeditiously (with time of the essence) and no later than 2 business days, notify Sezzle of any customer complaints directed to Merchant pertaining to any aspect of Installment Services;

7.2 Immediately notify and transfer to Sezzle any customer repayments inadvertently sent to Merchant with respect to Installment Services;

7.3 Not accept any terms or conditions of Installment Services on behalf of the customer by physically checking any check-box or clicking on any acceptance or authorization buttons on the Installment Services application on behalf of the customer; and

7.4 Not review with or communicate to the customer, describe, or opine on any of the terms of the Installment Services to the customer.

8. Installment Services Compliance.

8.1 Compliance Training. In the event Merchant's employees will interact with Merchant's customers directly in an in-person environment, Merchant will complete compliance training provided by Sezzle or the Installment Service Provider on or before the date that Installment Services are first made available to Merchant's customers in an in-person environment, and promptly complete any ongoing compliance training provided by Sezzle or the Installment Service Provider. Merchant may receive more than one format of the training, and Merchant shall participate in all trainings that are relevant to its product offerings and servicing requirements. Merchant shall cause all representatives, including any employees and contractors who will interact either with Installment Services or customers (such individuals to be identified by Merchant) to attend such training or, alternatively, to provide training to such individuals that is comparable to the compliance training provided by Sezzle, prior to interacting with Installment Services or customers. Merchant will submit any training materials prepared by it to Sezzle for its review and approval prior to use. Merchant acknowledges and agrees that the compliance training provided in connection with the Installment Services is a requirement of using the service that will help facilitate Merchant's compliance with the Agreement and the Installment Loan Schedule, and is not legal advice. Merchant is solely responsible for acts or omissions by its employees, contractors, or other representatives that result in a violation of the Agreement, the Installment Loan Schedule or any laws, rules, or regulations governing the provision of financing to individual consumers.

8.2 Compliance. The Installment Services will be advertised, promoted, presented, accessed, administered, and otherwise used by Merchant (including without limitation marketing and other informational collateral, online presentation and information (banners, pop-ups, graphics, or other online information), websites, and any similar or related information) in compliance with all applicable law, the terms of this Installment Loan Schedule and the Agreement, and Sezzle's (or its Installment Services Provider's) policies and procedures for Installment Services. Merchant shall treat all customers fairly and not discriminate in its offering of Installment Services.

8.3 Incentives. All customer and employee incentives relating to the Installment Services are subject to review and approval in advance (by Sezzle and its Installment Services Provider), and must follow the Installment Services Provider's applicable guidelines; prior to implementing any incentive or materially modifying any such pre-approved incentive relating to the Installment Services, Merchant shall submit such proposals for review and approval by Sezzle (and its Installment Services Provider). Approval may be conditioned upon Merchant's agreement to compliance, performance and monitoring requirements). Merchant may not require its personnel to submit a minimum number of Installment Services applications and or open a minimum number of loans. Merchant shall not use minimum loan or application numbers as part of personnel performance reviews or standards.

9. Marketing.

9.1 Prior Approval of Marketing. Merchant will obtain Sezzle's prior approval (including by E-mail or written acknowledgment as directed by Sezzle) before sending any "marketing" that mentions Installment Services, references or otherwise uses Sezzle's or Sezzle's Installment Services Provider's name or marks or references any terms or conditions of Installment Services. For purposes of Merchant's obligations, "marketing" means any print, television, web, social media, radio, or e-mail marketing, or any other form or medium of marketing for the Merchant's products or services.

9.2 Marketing Compliance Guidelines. Merchant will comply with Sezzle's marketing compliance guidelines as provided by Sezzle to the Merchant, as the same may be updated from time to time by Sezzle. Merchant shall not market the Installment Services via Short Message Service ("SMS") text messages or outbound calls.

9.3 Changes to Marketing Copy. Merchant will promptly and expeditiously (with time of the essence) respond to and comply with any requests by Sezzle that Merchant change or alter any marketing or website copy referencing or otherwise using Installment Services, Sezzle's name or marks, or any terms or conditions of the Installment Services to align with Sezzle's (or its Installment Services Provider's) policies and procedures for Installment Services or to comply with regulatory requirements or applicable law. If Merchant fails to implement the requested changes within the specified time period, Sezzle and/or the Installment Services Provider may take any action it deems advisable to mitigate related harm or risk, including without limitation, disabling Installment Services, making additional Installment Services products available to Merchant's Customers (subject to such terms and fees as established by Sezzle), and/or assessing a fee from Merchant during such period of non-compliance.

10. Termination/Suspension.

10.1 Reasons for Termination/Suspension. In addition to the parties' respective termination rights set forth in the Agreement, this Installment Loan Schedule may be terminated immediately (or the Installment Loan Services terminated or suspended) if directed by the Installment Service Provider.

10.2 Post-Termination Rights. Upon termination of this Installment Loan Schedule or the Agreement: (1) Sezzle (and/or its Installment Service Provider and its or their affiliates) may continue to use Merchant's name and brand mark(s) solely in connection with the administration, servicing, and collection of the balance due on Merchant customer loans using Installment Services; (2) Merchant shall immediately cease to represent itself as a partner of Sezzle with respect to the Installment Services, cease its use of any of Sezzle's or its Installment Service Provider's or their respective affiliates' intellectual property and remove references to Sezzle Installment Services from any informational collateral, online presentation and information (banners, pop-ups, graphics, or other online information), websites, and any similar or related information; and (3) Any accrued but unpaid payment owed by either party to the other party under this Installment Loan Schedule shall survive termination of this Installment Loan Schedule.

11. Third Party Beneficiary. Merchant agrees that the Installment Service Provider is a third-party beneficiary to this Installment Loan Schedule and the Agreement to the extent the Agreement relates to the Installment Services. For the avoidance of doubt, the Installment Service Provider may exercise any rights of Sezzle as if a party to this Installment Loan Schedule and the Agreement to the extent the Agreement relates to the Installment Services. Merchant will make available to customer the name and address of the Installment Services Provider and/or its affiliates as instructed by Sezzle.

12. Audit and Regulatory Requests.

12.1 Audit. On an annual basis, unless Sezzle (or its Installment Services Provider) has reasonable cause to do so more frequently, Merchant will permit authorized representatives designated by Sezzle (or its Installment Services Provider), at Sezzle's expense, to visit its facilities and inspect, to the extent permitted by applicable law, any of its books and records pertaining to the Installment Services, transactions related to Installment Services, and any category of payments owed by one party to the other, and to make copies and take extracts there from, and to discuss the same with its officers and independent public accountants, all at reasonable times during normal business hours; provided that such obligations shall not apply to the extent that (i) such access is prohibited by applicable law, (ii) such records are legally privileged, or (iii) such records are planning documents or those of any of its affiliates, operating budgets, management reviews or employee records. In addition, Merchant shall permit regulatory bodies having jurisdiction over Sezzle (or its Installment Services Provider) to visit its facilities and inspect its books and records related to Installment Services during normal business hours with advance notice.

12.2 Regulatory Requests. Merchant will comply with any requests from Sezzle (or its Installment Services Provider) or any federal or state regulators or their agents or representatives, with respect to any audits, inquiries, or reviews conducted by such parties, or to otherwise comply with applicable law. Merchant will promptly provide to Sezzle (or its Installment Services Provider) any information, documents, or records which Sezzle (or its Installment Services Provider) may request in connection with the foregoing. Merchant agrees that, notwithstanding the confidentiality restrictions contained in this Agreement with respect to Confidential Information, Sezzle (or its Installment Services Provider) may share this information with third parties solely for the purposes described in the preceding sentence.

13. Customer Privacy. Merchant acknowledges and agrees that all information related to the Installment Services and related consumer accounts, including any personally identifying information about customers obtained in connection with an application for the Installment Services or a loan made pursuant to the Installment Services, including, without limitation, the information obtained through applications, the receivables, names, addresses and e-mail addresses, credit, and transaction information of applicants or customers shall be information that is exclusively owned and retained by Sezzle and/or the Installment Services Provider. Notwithstanding anything to the contrary contained in the Agreement or any policy, Merchant shall not use the information described in this Section 13 except as necessary to perform its obligations under the Agreement, and Merchant shall not disclose such information to a third party except upon the prior written consent of Sezzle.

14. Other Merchant Acknowledgements. Merchant acknowledges and agrees that:

14.1 Sezzle (or its designee) may contact a customer prior to Customer Check-Out to assist in the completion of the Installment Services application, to provide applicable disclosures or notices, or for other reasons permitted by the terms and conditions of Installment Services or necessary for the provision of Installment Services;

14.2 Sezzle (or its Installment Services Provider) may conduct ongoing diligence of the Merchant (including its owners and principal officers) to comply with its policies and procedures and applicable law and may obtain information from third party sources on the Merchant, its owners, and principals officers in connection therewith. Merchant agrees that any information relating to Merchant provided to Sezzle (which may include personal, non-public information) may be shared with third parties, including the Installment Service Provider and its affiliates. Merchant will promptly, but in no more than five (5) Days, provide documentation requested by Sezzle (or its Installment Services Provider) to assist with diligence of the Merchant.

14.3 Merchant understands that Installment Service Provider's underwriting criteria may vary from Sezzle's criteria and as a result Merchant agrees that Installment Service Provider and its affiliates may perform credit checks or obtain third party information on the Merchant or its business to comply with Installment Service Provider's underwriting requirements;

14.4 Sezzle's Installment Service Provider owns all accounts opened using the Sezzle Installment Services and has the sole right to receive and retain all payments made with respect to all Installment Services and to pursue collection of all amounts outstanding, unless a purchase is charged back to Merchant;

14.5 Merchant agrees and warrants that it will not, and shall not require a customer to, disclose, transmit, or otherwise divulge any medical, health (including auditory or dental), or insurance information or data about Customers in connection with the Installment Services, including but not limited to information that would meet the definition of "Protected Health Information" under the Health Insurance Portability and Accountability Act of 1996, as amended found at 45 CFR, Sec. 160.103 (collectively, "**Health Information**"). Such Health Information includes but is not limited to information describing the products and/or services which are the subject of any transaction. The Merchant agrees that any information or transaction records provided in connection with Installment Services by the Merchant shall not include Health Information of any kind. Such transaction records shall only indicate that there were products or services purchased using the Installment Services, or that were the subject of a credit, refund, or return, but not indicate which products or services were the subject of a transaction. In the event Health Information is erroneously provided by the Merchant or a customer, Sezzle may destroy any such Health Information and/or obligate the Merchant to retrieve the same at the Merchant's expense; and

14.6 The Installment Services shall only be offered in the English language, including, but not limited to, the solicitation of applications. Unless otherwise expressly approved by Installment Service Provider in writing, Merchant shall only offer Installment Services in-store and online, and not make Installment Services available through in-home sales.

14.7 In the event that Sezzle issues a virtual card in connection with the Installment Services, different dispute resolution and chargeback procedures than those incorporated herein may apply to such virtual card, and will be set forth in policies and/or procedures provided in advance to the Merchant by Sezzle.

14.8 Merchant shall not place any liens on products purchased using the Sezzle Installment Services or make any filings on behalf of Installment Services Provider. If a lien is placed, Sezzle or the Installment Service Provider will have the right to offset any costs associated with the removal of the lien.

15. Rates and Terms of Financing.

15.1 Installment Services will be provided in the form of closed-end installment loans originated by Installment Service Provider's designated bank.

15.2 Merchant will have no control or rights with respect to the APR and the amount of any fees or penalties to charge any customer that obtains a loan using the Installment Services.

15.3 Merchant acknowledges and agrees that any aspect of the Installment Services may be revised, discontinued, or changed without Merchant's consent, including account terms and conditions (e.g., the interest rate, fees, or other terms and conditions), available products, or underwriting criteria.

15.4 Merchant will have no control or rights with respect to the terms, underwriting and administration of loans made pursuant to the Installment Services.

16. Changes. The terms of the Installment Services, including this Installment Loan Schedule, the policies, procedures, and guidelines referenced in this Installment Loan Schedule, or otherwise relating to the Installment Services, including, without limitation, the Installment Services Customer Dispute Resolution Procedures and the Installment Services Shipping Policy, may be amended or modified by Sezzle (or the Installment Services Provider) from time to time, provided that a copy of any such amendment or modification shall be provided by Sezzle to the Merchant as soon as practicable and shall state the effect date of such amendments or modifications.

17. Sezzle Merchant Agreement Modifications.

A. Sezzle's rights in Section 9 (Identify Merchant) will apply to and may be exercised by the Installment Services Provider.

B. Section 13.3.1 (Prohibition of Class and Representative Actions and Non-Individualized Relief), Section 13.3.2 (Arbitration Procedures), and Section 13.3.3 (Costs of Arbitration) will apply to the Installment Service Provider as if it were Sezzle.

C. Section 13.6 (Indemnification) and Section 3.1.1 (Merchant Agents) will apply to Installment Service Provider as if it were Sezzle. In addition to the foregoing, Merchant agrees to defend, indemnify and hold Sezzle, Installment Service Provider, and their parents, affiliates, and the officers, directors, agents, joint venturers, employees and suppliers of each, harmless from any Losses, and any claim or demand (including attorneys' fees) made or incurred by any third party, due to or arising out of a Security Incident within Merchant's, or its agent's, representative's, service provider's, or subcontractor's system, environment or control, or caused by such person's actions or inactions. In the event Merchant believes, or has reason to believe, that a Security Incident has occurred, Merchant shall promptly notify Sezzle and Installment Services Provider. As soon as possible but no later than forty-eight (48) hours after confirmation of a Security Incident, Merchant shall provide Sezzle and Installment Service Provider with a detailed description of the incident including the type of information that was the subject of Security Incident, inclusive of each specific data element, the identity of the affected customers, and any other information such parties may reasonably request concerning the customers or the details of the Security Incident, as soon as such information can be collected or otherwise becomes available.

D. Section 13.7 (Release of Sezzle) will apply to Installment Service Provider as if it were Sezzle.

Schedule 1 — Fee Schedule

Installment Loan Product Detail (monthly payments)		
Term of Loan	Interest Rate	Merchant Payment Processing Fee
3, 6, 9, 12, 18, 24, 36, 48 months	Interest-bearing	Current Rate Applicable to Merchant’s Use of Sezzle Services

Installment Services are subject to minimum and maximum transaction amounts as communicated to Merchant from time to time. In the event changes to applicable law materially limit or prohibit Sezzle from charging any of the rates and fees associated with the Installment Services, Sezzle will have the right to impose or revise any of the amounts and fees set forth in this **Schedule 1 — Fee Schedule** (or any applicable subsequent schedules to this Agreement).