Sezzle Merchant Agreement

Last update: October 1, 2026; Effective date: November 1, 2026

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. THIS SEZZLE MERCHANT AGREEMENT IS MADE AND ENTERED INTO BY AND BETWEEN SEZZLE CANADA CORP. AND THE MERCHANT. BY ACCESSING THE SEZZLE WEBSITE OR USING SEZZLE SERVICES, MERCHANT AGREES TO BE BOUND BY THIS 1) SEZZLE MERCHANT AGREEMENT, THE 2) SEZZLE ACCEPTABLE USE POLICY, THE 3) SEZZLE ELECTRONIC COMMUNICATIONS DELIVERY POLICY, 4) SEZZLE PRIVACY POLICY AND 5) THE DATA PROCESSING ADDENDUM. IF MERCHANT DOES NOT AGREE WITH THESE TERMS, PLEASE DO NOT ACCESS THE SEZZLE WEBSITE OR USE THE SEZZLE SERVICE. THE HEADINGS CONTAINED IN THIS AGREEMENT ARE FOR REFERENCE PURPOSES ONLY. MERCHANT SHOULD PRINT A COPY OF THIS AGREEMENT FOR YOUR RECORDS. IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS, AND AGREEMENTS SET FORTH BELOW AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED.

1. Agreement

1.1. The Parties to this Agreement. This Agreement describes the contractual relationship ("Agreement") between Merchant and Sezzle Canada Corp. regarding Merchant's use of the Sezzle service as described below and the Sezzle website and/or Application (“Website”), and the Merchant's access to Merchant's Sezzle account information and services through the Website (collectively, the "Sezzle Services" or "Services") concerning services and/or products rendered to consumers ("User," "Sezzle User," "Shopper") and fully incorporates the Sezzle Acceptable Use Policy, the Sezzle Electronic Communications Delivery Policy, the Sezzle Privacy Policy, and Data Processing Addendum. This Agreement may be unilaterally amended by Sezzle from time to time.

1.2. Term. This Agreement shall commence on the date accepted by Merchant sign-up (“Effective Date”) and, unless otherwise agreed upon in writing, shall continue for one (1) year from the Effective Date (“Initial Term”). This Agreement shall renew automatically for additional one (1) year periods (each a “Renewal Term”) following the expiration of the Initial Term and any subsequent Renewal Term unless i) either party has provided thirty (30) days’ advance written notice to the other party of its intent not to renew; or ii) as otherwise stated in a writing signed by the parties. The combination of the Initial Term and any Renewal Term shall be the “Term”.

2. Sezzle General

Sezzle provides Services to Merchants and provides access to interest-free credit-related products to Users. Users can use Sezzle through the web, via a mobile application or any other interface. To start using Sezzle as a Merchant, Merchant needs to open a Sezzle Account.

2.1. Your Account. Merchant will create a Sezzle Merchant Account. Merchant attests that Merchant is establishing the Account to enable Merchant's customers to make purchases utilizing Sezzle. During the term of the Agreement, Merchant agrees to enable Sezzle as a payment method within Merchant's checkout page, which shall be made available to 100% of Merchant's customers who utilize Merchant's site(s).

3. Using Sezzle To Accept Payments and Drive Shopper Engagement

3.1. Sezzle Process. Merchant can offer the Sezzle Services to Users by implementing the Sezzle functionality on any of Merchant's user interfaces. These interfaces include, but are not limited to, Merchant's website(s), Merchant's application(s) or Merchant's point of sale device(s). When Merchant receives settlement for a product or service through Sezzle, Sezzle begins to collect payments from the applicable Sezzle User Account and credits Merchant's Account for the value of the agreed upon transaction amount minus any Sezzle fees. Payment acceptance through Sezzle and other Sezzle Services constitutes a binding agreement by Merchant, to provide the product or services purchased in the transaction. When Merchant receives payment for purchases with Sezzle, Merchant will see the credit in Merchant's Account as soon as the transaction is initiated. Sezzle relies on our partners, third party systems, and institutions to facilitate transfers via EFT and other methods. Due to this reliance on other parties, and for our risk management and internal controls, Merchant's balance is not immediately available for withdrawal. Sezzle reserves the right, in its sole discretion, to refuse payment acceptance or otherwise decline transactions originated through Merchant's user interfaces attempting to access Sezzle functionality at any time Merchant does not have current, proper and active bank account information on file with Sezzle.

3.1.1. Merchant Agents. Without limiting the generality of the foregoing, Merchant's user interfaces on which Sezzle functionality may be implemented include, without limitation, any webpage ("Merchant Agent Webpage") created by or on behalf of an agent, independent contractor, Affiliate or other representative of Merchant ("Merchant Agents") where Users can purchase goods or services of Merchant. Merchant shall defend, indemnify, and hold harmless Sezzle (and our parent, our Affiliates, and our and their respective officers, directors, agents, joint ventures, employees and suppliers) from and against any and all claims or demands (including reasonable attorneys' fees) caused by, resulting from or arising from any act or omission by any Merchant Agent in violation of this Agreement. In the event a Merchant Agent violates this Agreement, (a) Merchant shall be liable to Sezzle for such violation, and (b) Sezzle shall have the right to remove such Merchant Agent from Sezzle's platform or to require Merchant to remove the Sezzle functionality from such Merchant Agent Webpage or any other act, or require Merchant to take any other act, that terminates such Merchant Agent's use of Sezzle Services, in Sezzle's sole discretion and with notice to Merchant, and Merchant shall promptly comply with any such requirement from Sezzle.

3.1.2. Merchant Subscriptions. In the event Merchant elects to charge subscriptions to Users: (a) Merchant shall not charge monthly fees for such subscriptions; (b) the duration of such subscriptions must be no less than three (3) months; and (c) Merchant shall (i) notify the User regarding the next charge on their Sezzle account, (ii) request User's consent or opt-in for such charge, and (iii) process such charge, or allow such charge to be processed, upon receipt of such consent or opt-in.

3.2. No Surcharges. Merchant agrees that Merchant will not impose a surcharge or any other fee for accepting Sezzle as a payment method. Merchant may charge a handling fee in connection with the sale of goods or services as long as the handling fee does not operate as a surcharge and is not higher than the handling fee Merchant charges for non-Sezzle transactions.

3.3. Taxes. It is Merchant's responsibility to determine what, if any, taxes apply to the payments Merchant makes or receives, and it is Merchant's responsibility to collect, report and remit the correct tax to the appropriate tax authority. Sezzle is not responsible for determining whether taxes apply to Merchant's transaction, or for collecting, reporting or remitting any taxes arising from any transaction. Merchant acknowledges that Sezzle or any of its partners will report to tax authorities the total amount of payments for goods and services Merchant receives each calendar year into all the Merchant Accounts owned by Merchant if Merchant receives into these Accounts more than $600 in payments for goods or services. Merchant agrees to provide Sezzle a properly completed documentation for taxpayer identification and any other applicable tax information provided by an appropriate tax authority within ten (10) Days of Sezzle's reasonable request. Merchant acknowledges that failure to provide such documentation may subject the Merchant Account to back-up withholding to the appropriate tax authority.

3.4. Notification of Merchant Non-Compliance. Merchant shall provide prompt, but in no event more than seven (7) Days', notice to Sezzle following Merchant receipt of any notice or communication by a federal or provincial regulatory agency, card network, payment processor and/or business critical vendor (i) alleging an investigation, (ii) alleging material violation by Merchant or (iii) that indicates such federal or provincial regulatory agency, card network, payment processor and/or business critical vendor is failing to renew, terminating, or otherwise materially modifying their relationship with Merchant. Any such notice or communication shall be furnished to Sezzle in full (to the extent legally and contractually permitted) together with Merchant's notice.

3.5. Merchant's Refund Policy and Privacy Policy. To sell goods or services, Merchant will publish a return policy and a privacy policy on Merchant's website, which shall comply at all times with the laws, rules, and regulations of the jurisdictions in which Merchant offers goods or services. Merchant agrees that Merchant will not impose a different return policy for consumers using Sezzle as a payment method. Merchant may impose return processes and fees in connection with the return of goods or services as long as such processes and fees do not operate differently for Sezzle and non-Sezzle transactions. Merchant covenants and agrees to cooperate with Sezzle at all times in relation to the processing of all returns and refunds conducted or otherwise facilitated by Sezzle with respect to Merchant goods and services.

3.6. Payment Review. If a payment is subject to Payment Review, Sezzle will place a hold on the payment and provide notice to the User and the Merchant. Sezzle will conduct a review and either clear or cancel the payment. If the payment is cleared, Sezzle will provide notice to the User and the Merchant. Otherwise, Sezzle will cancel all payments initiated.

3.7. Virtual Card Program. Sezzle in conjunction with its issuing bank partners and designated virtual card providers (collectively, "VC Partners"), may provide Merchant access to a virtual card settlement solution under which Sezzle enables eligible Shoppers to use a virtual card at Merchant's site(s) (the "Virtual Card Program"). Purchases made with a virtual card issued under the Virtual Card Program will be processed and settled to Merchant in accordance with Section 4.1.1.

3.7.1 Virtual Card Program Minimum Requirements. To participate in the Virtual Card Program, Merchant acknowledges and agrees:

1. that participation in the Virtual Card Program is dependent on Merchant's initial and continued satisfaction of VC Partners' and Sezzle's due diligence and compliance obligations, which may be modified from time to time for changes in VC Partner requirements, card network rules, or applicable law;

2. to provide Sezzle and its VC Partners ongoing monitoring rights and audit and examination rights pursuant to Sections 3.7.2 and 3.7.3 hereof; and

3. that compliance with the

   Acceptable Use Policy

   ("AUP") and all applicable card network rules, and applicable are essential to the integrity and security of the VC Program. Merchant has read and understands the AUP and shall maintain compliance with the AUP, card network rules and applicable law at all times.

In the event Sezzle becomes aware of a potential or actual violation regarding Merchant's compliance with this Agreement (including the Acceptable Use Policy), card network rules, or applicable law, Sezzle shall immediately suspend Merchant's participation in the Virtual Card Program or, in Sezzle's reasonable discretion, terminate Merchant's participation in the Virtual Card Program and/or this Agreement.

3.7.2. Ongoing Monitoring Rights. Merchant grants Sezzle, VC Partners, and/or a designated representative thereof the right to monitor Merchant's operations and systems to evaluate Merchant's compliance with this Agreement, including the AUP. Such monitoring may include but is not limited to transaction pattern analysis, customer complaint monitoring, and website and/or marketing materials review.

3.7.3 Audit and Examination Rights. Merchant grants Sezzle, VC Partners and/or a designated representative thereof the right to audit, upon reasonable notice (not less than five (5) Business Days), to conduct periodic audits of Merchant's operations, systems, and records to verify Merchant's compliance with this Agreement, including the Acceptable Use Policy, card network rules, and applicable law. During any audit or inspection, Merchant shall provide Sezzle, VC Partner and/or designee access to all information and records reasonably necessary to confirm Merchant's compliance with this Agreement, including the Acceptable Use Policy card network rules, and applicable law.

4. Payments and Delayed Settlement Incentive Program

4.1. Settlement Times. Funds from Sezzle transactions typically settle into Merchant's external bank account within i) one (1) to seven (7) Business Days after Sezzle receives notification of order capture; ii) as otherwise provided for in this agreement such as with the Delayed Settlement Incentive Program; or iii) with respective third-party providers, as applicable. Merchant is required to have current, proper and active bank account information on file with Sezzle at all times (i) prior to utilizing the Sezzle functionality on any of Merchant's user interfaces, (ii) during the Term, and (iii) for ninety (90) Days following cancellation, termination or expiration of this Agreement, or such longer period as provided in Section 5.8(d). The exact settlement time will depend on explicit agreements and approval decisions made by Sezzle. In some cases, due to risk decisions, delayed shipment, made-to-order products, or excessive dispute levels, Sezzle may implement a settlement time longer than this initial range. Merchant will be notified of any proposed settlement changes one (1) Business Day before these changes are implemented. Participants in the Delayed Settlement Incentive Program agree to different settlement times per the Delayed Settlement Incentive Program requirements. Orders placed after midnight GMT are considered as orders placed on the next business day for settlement purposes. Settlements to bank accounts outside of the United States may experience prolonged processing timelines outside of Sezzle's control. Sezzle retains the right to suspend all settlements for Merchant's benefit at any time Merchant does not have current, proper and active bank account information on file with Sezzle.

4.1.1. Virtual Card Network Settlement Solution. In the event Merchant is enrolled in the Virtual Card Program and utilizes the virtual card network settlement solution, Sezzle will provide settlement to Merchant for each completed transaction via a VC Partner.

4.2. Delayed Settlement Incentive Program. The terms in this section apply if, and to the extent, Merchant elected to participate in the Delayed Settlement Incentive Program (DSIP). Not all Sezzle Merchants are guaranteed access to the DSIP. Please refer to the Merchant's Dashboard or contact Merchant's Sezzle representative to check for access.

4.2.1 Daily Interest Rate. For Merchants participating in the DSIP, funds will receive interest earnings at the Sezzle daily rate published in the Merchant Dashboard and compounded on a daily basis.

4.2.2 Restrictions. Sezzle reserves the right to impose limits on and make changes to the DSIP without notice. These limits and/or changes to the DSIP can include, but are not limited to, maximum balances, withdrawal amount limits, withdrawal frequency, the Sezzle daily rate for all or a portion of Merchant's specific DSIP balance, and/or the ability for Merchant to participate in the DSIP. At the end of each calendar year, DSIP balances under $30 will automatically be paid out. Sezzle reserves the right to roll excessive balance amounts into withdrawal status for immediate payout.In the event the Merchant is subject to the inactive merchant fee pursuant to Section 5.2.2, Sezzle further reserves to the right to suspend Daily Incentive Payments for so long as the Merchant remains subject to such fee. Daily Incentive Payments may resume on the later of (i) the date the Merchant is no longer subject to inactive merchant fee and (ii) Sezzle's reapproval of Merchant's participation in the DSIP Program in accordance with this Agreement.

4.2.3 Withdrawal Limits. Under the Delayed Settlement Incentive Program, the maximum amount that can be withdrawn during any seven (7) day period is two hundred and fifty thousand dollars ($250,000 United States or Canadian dollars depending on the designated currency of the Merchant Account withdrawn). For amounts exceeding two hundred and fifty thousand dollars ($250,000 United States or Canadian dollars, as applicable) please allow seven (7) to ten (10) Days to process.

4.3. Authorization to Debit Account(s). In most cases, Merchant's account balance with Sezzle will provide the necessary funds to process i) returns and refunds and ii) reconcile fees owed to Sezzle. In cases where (i) Merchant's Account balance with us does not cover the amount of the refund, or (ii) Merchant is utilizing the VCN Solution, Merchant authorizes Sezzle to automatically process via auto-debit/EFT of the Merchant Account or Merchant's card on file on a daily basis but no later than five (5) Business Days after the fees have been accrued. Section 5.8 also applies to the collection of fees and other Amounts Owed.

4.4. Interest Free Payment Plan. In most cases, the Interest Free Payment Plan constitutes four (4) payment installments over the course of six (6) weeks ("Standard Interest Free Payment Plan"). Sezzle reserves the right, but not the obligation, to offer User a plan other than the Standard Interest Free Payment Plan, provided that Sezzle carries the associated credit risk, unless otherwise expressly stated.

4.5. Sezzle Spend. From time to time, Sezzle may provide, at its sole discretion, promotional credit called “Sezzle Spend”. Sezzle Spend is credit provided to Users with an activated Sezzle Account. Sezzle Spend amounts expire as stated in the respective promotion; if no such time is stated, it expires 60 days from date of grant. If Sezzle Spend is awarded specific to a designated merchant, such Sezzle Spend is only available for use with such designated Merchants. Sezzle Spend amounts are non-refundable, non-transferrable, cannot be applied to existing balances, and cannot be redeemed for cash. If Merchant’s account is suspended or terminated, any Sezzle Spend credits in Merchant Account or subject to be awarded under the Agreement are non-refundable, deemed forfeited and have no cash value. Sezzle reserves the right to i) transfer Sezzle Spend between and among Merchants at its discretion; and/or ii) terminate the program at any time.

5. Sezzle's Fees

5.1. Fees Overview. Some fees are expressed as a percentage of the payment amount. All fees are in the currency of the sale unless otherwise stated. Supported sales currencies for North American merchants are U.S. dollars and Canadian dollars. We reserve the right to adjust, introduce, or discontinue Merchant's future fees at our sole discretion upon thirty (30) Days written notice to Merchant. Unless an overriding agreement states otherwise, our fees follow the schedule described in this section.

5.2. Payment Processing Fee. The Parties agree that Sezzle’s standard payment processing fee is 6.1% plus 30¢ per transaction. The standard rate may vary by industry classification and could be higher due to our view of the associated risk profile of the industry. The Merchant will be notified via email following the approval of the application if the rate varies from our standard payment processing fee. We reserve the right to increase processing fees in the future if our view of the Merchant's risk profile changes. If a decision is made to increase the processing rate for the Merchant, Sezzle will notify the Merchant via email.

5.2.1 Minimum Volume Fee. If Merchant fails to process at least three hundred dollars ($300 CAD) in order volume per month using the Sezzle Services, Sezzle reserves the right to charge a fifteen dollar ($15) CAD fee for Canadian Merchants, or fifteen dollar ($15) USD fee for all other Merchants. The minimum order volume may be adjusted by Sezzle at its discretion. The non-US dollar order values will be converted to USD based on the daily rate in effect at the time of the order.

5.2.2. Inactive Merchant Fee. In the event the Merchant fails to process order volume per month using Sezzle Services greater than zero dollars ($0.00) and Merchant fails to disburse Merchant's total balance from the Merchant's Account during a rolling ninety (90) Day period, Sezzle reserves the right to deduct a fee of the greater of (i) 3% of the payable balance of such Merchant Account or (ii) three hundred dollars ($300.00) USD (three hundred dollars ($300.00) CAD for Canadian Merchants) per month ("Inactive Merchant Fee"). Sezzle reserves the right to deny disbursement of amounts from the Merchant Account at any time Merchant does not have a current, proper and active bank account information on file with Sezzle. The Inactive Merchant Fee shall only be applied in the event the payable balance of the Merchant Account is greater than zero dollars ($0.00).

If there is no activity in a Merchant Account for the period of time set forth in the applicable unclaimed property laws, Sezzle will attempt to notify Merchant, in writing, at Merchant's contact information on file with Sezzle. If Merchant fails to provide commercially reasonable means to receive the payable balance within sixty (60) Days from the notification date, then Sezzle reserves the right to segregate and remit the payable balance at its discretion to the province of Merchant's last known address. Merchant acknowledges and agrees that Sezzle shall not be liable for disposition of the payable balance made in accordance with applicable unclaimed property laws.

5.3. Shopper Refunds. If Merchant refunds a payment, Sezzle retains the original payment processing fee. If the refund is processed through the Sezzle Services, then Sezzle will handle all payments to the Sezzle User to complete the refund. In the event of a refund paid via Sezzle Services, it must be funded by Merchant via one of two means: (1) available balance in the Merchant's account(s) with Sezzle or (2) via card that Merchant has placed on file to charge for such refunds.

5.3.1 Refund Fees. A refund fee of 2% of the transaction plus 30 cents will be charged for the use of Sezzle Services to initiate refunds. This fee will be discounted to zero for the portion of the refund that is processed using an available balance in Merchant's account(s). If Merchant selects this option to pay refunds through account funds then Sezzle requires a reserve balance with sufficient funds in the account to handle refunds.

5.4. Currency Conversion. As currency prices vary constantly, it's not possible to know for certain the Foreign Exchange (FX) rate Merchant will receive on a settlement. The online rate Merchant sees at various sites, such as XE.com, is the mid-market rate: the average prices at which people are buying and selling the currency. The actual FX rate includes markups from financial institutions. When Sezzle performs an FX conversion to settle Merchant's payments, funds are converted at a minimum rate of 2% above the daily mid-market rate unless otherwise agreed to in writing by both parties.

As an example, assume Merchant's business is based in Australia, Merchant settles all charges in AUD, but Merchant charges Merchant's U.S. customers in their native USD: Merchant processes a charge of $150 USD for Merchant's customer.

1. Assuming a "mid-market" rate of $1.35 AUD per $1 USD, Sezzle, in partnership with its financial partners, would convert at a rate of $1.323 AUD per $1 USD, which would convert the $150 USD to $198.45 AUD.

2. Sezzle then deducts the standard Sezzle fee of $11.91 AUD (6.0%).

3. Sezzle sends a net of $186.54 AUD to Merchant's local (Australian, in this example) bank account on file with us.

5.5. Lien Processing Fee. Sezzle reserves the right to charge a $250 fee for processing liens placed against Merchant accounts.

5.6. Dispute and Chargeback Fees. Sezzle incurs operational costs to receive, review, process, and resolve disputes and chargebacks, including staffing, evidence handling, communications, and payment network and processing fees, and incurs additional costs when a dispute or chargeback is resolved against Merchant. To recover a portion of these costs, Sezzle may charge Merchant the following fees (together, the “Dispute Fees”):

(a) Dispute Fee. A fee for each Dispute Case, regardless of how the Dispute Case is resolved (the “Dispute Fee”). The Dispute Fee is set forth in Sezzle’s then-current fee schedule and will not exceed CAD $40.00 per Dispute Case for CAD-denominated Orders or USD $30.00 per Dispute Case for USD-denominated Orders; as of October 30, 2026, the standard Dispute Fee is CAD $5.00 per Dispute Case for CAD-denominated Orders and USD $5.00 per Dispute Case for USD-denominated Orders.

(b) Dispute Loss Fee. An additional fee for each Dispute Case that is resolved against Merchant (the “Dispute Loss Fee”). The Dispute Loss Fee is set forth in Sezzle’s then-current fee schedule and will not exceed CAD $40.00 per Dispute Case for CAD-denominated Orders or USD $30.00 per Dispute Case for USD-denominated Orders; as of October 30, 2026, the standard Dispute Loss Fee is CAD $10.00 per Dispute Case for CAD-denominated Orders and USD $10.00 per Dispute Case for USD-denominated Orders. A Dispute Case is “resolved against Merchant” if the Dispute Case is decided in the User’s favor in whole or in part, if Merchant fails to respond within the response time required under Section 6.2.1, or if the disputed amount is otherwise charged back to or reversed against Merchant.

A “Dispute Case” means (i) a dispute initiated by a User through Sezzle’s dispute resolution process described in Section 6, or (ii) a chargeback, payment reversal, or similar claim initiated through a card network, bank, or other payment provider with respect to an Order. Dispute Fees are charged in the currency of the Order to which the Dispute Case relates, whether or not that is the currency of Merchant’s Account or settlements. The Dispute Fee and the Dispute Loss Fee for any single Dispute Case will not together exceed CAD $40.00 for a CAD-denominated Order or USD $30.00 for a USD-denominated Order. Dispute Fees are assessed no more than once per Order: if a Dispute Case is reopened, or more than one Dispute Case is initiated with respect to the same Order, no additional Dispute Fee or Dispute Loss Fee will be charged for that Order. Sezzle may set either component of the Dispute Fees at zero for Merchant’s account or for Merchant’s Orders in a particular currency, may waive, reduce, or refund any Dispute Fee in its discretion, and may establish categories of Dispute Cases that are excluded from Dispute Fees (for example, Dispute Cases closed with a determination that Merchant was not at fault). Sezzle will not charge Dispute Fees for any Dispute Case that Sezzle determines, in its reasonable discretion, resulted from fraud upon Merchant or abuse of the dispute process by a User. Dispute Fees will appear as separate line items (“Dispute & Chargeback Fees”) on Merchant’s Withdrawal Account statement, and any refunded Dispute Fee will post to Merchant’s statement as a credit line item (“Dispute Fee Credit”). Dispute Fees apply to each Dispute Case initiated on or after October 30, 2026 and are assessed when the Dispute Case closes. Dispute Fees are service fees charged to recover dispute-handling costs, are not refund fees for purposes of Section 5.3, and do not limit any other right or remedy of Sezzle under this Agreement, including under Sections 6.2, 6.3, and 11.

5.7. Excessive Dispute Surcharge. For purposes of this Section, "Monthly Dispute Rate" means, for any calendar month, the number of Dispute Cases initiated during that month divided by the total number of Orders processed by Merchant through the Sezzle Services during that month, expressed as a percentage. The Monthly Dispute Rate is calculated across all of Merchant's Orders, regardless of currency, and only calendar months beginning on or after November 1, 2026 are counted. Sustained elevated dispute volume materially increases Sezzle's per-case cost of servicing Merchant's account. Accordingly, if Merchant's Monthly Dispute Rate exceeds the excessive-dispute threshold set forth in Sezzle's then-current fee schedule (which will be no lower than 1.5%) for the number of consecutive calendar months set forth therein (which will be no fewer than three (3)), Sezzle may charge, in addition to the Dispute Fees, an excessive dispute surcharge (the "Excessive Dispute Surcharge") for each Dispute Case initiated in each subsequent calendar month, until Merchant's Monthly Dispute Rate is at or below that threshold for one (1) full calendar month. The Excessive Dispute Surcharge is charged in the currency of the country associated with Merchant's Account in Sezzle's records (Canadian dollars for Canada and U.S. dollars for all other countries), regardless of the currency of the Order to which a Dispute Case relates, and may be assessed as each Dispute Case is initiated or monthly in arrears. The Excessive Dispute Surcharge is set forth in Sezzle's then-current fee schedule and will not exceed CAD $80.00 (or USD $60.00 for Merchants charged in U.S. dollars) per Dispute Case; as of October 30, 2026, the standard Excessive Dispute Surcharge is CAD $40.00 or USD $30.00 per Dispute Case, as applicable. Sezzle will notify Merchant when the Excessive Dispute Surcharge begins to apply and when it ceases to apply, and the surcharge will appear as a separate line item ("Excessive Dispute Surcharge") on Merchant's Withdrawal Account statement. The Excessive Dispute Surcharge recovers increased dispute-handling costs, is not a penalty, and is in addition to, and does not limit, Sezzle's rights under Section 6.3 (Excessive Disputes) or any other provision of this Agreement.

5.8. Collection of Dispute Fees and Other Amounts Owed.

(a) Order of collection. Dispute Fees, the Excessive Dispute Surcharge, and any other fees or amounts Merchant owes Sezzle under this Agreement (collectively, "Amounts Owed") are due when assessed. Sezzle will collect Amounts Owed first by deduction or set-off from settlement proceeds and any other amounts payable to Merchant, and from any balance in Merchant's Account (including any Delayed Settlement Balance and any funds subject to a hold or Reserve). If those sources are insufficient, or if Merchant's Account balance is or would become negative, Merchant authorizes Sezzle to collect the shortfall as provided in Section 5.8(b), and Sezzle may also invoice Merchant, in which case payment is due within thirty (30) Days of the invoice date. Sezzle may pursue any unpaid Amounts Owed as provided in Section 11.2.

(b) Authorization to debit bank account and card on file. Merchant authorizes Sezzle, and its payment processors and service providers, to (i) initiate electronic debit entries (including pre-authorized debits) to the bank account Merchant has on file with Sezzle, and (ii) charge the payment card Merchant has on file with Sezzle, in each case for Amounts Owed that are not collected under Section 5.8(a), on a daily basis or as Amounts Owed accrue, but in any event no later than five (5) Business Days after Sezzle posts the Amount Owed to Merchant's Account. Merchant authorizes Sezzle to store Merchant's bank account and payment card credentials for this purpose and to initiate debits and charges in variable amounts equal to the Amounts Owed from time to time. Each debit or charge will be reflected on Merchant's Withdrawal Account statement and in the Merchant Dashboard. Merchant will maintain sufficient funds or available credit to satisfy debits and charges under this Section, will keep its bank account and card information current, and will reimburse Sezzle for any returned-payment, rejected-payment, or similar fees Sezzle incurs. This authorization is in addition to Sections 4.3, 5.3, 11.2, and 15, applies whether or not Merchant participates in the Delayed Settlement Incentive Program, and remains in effect until all Amounts Owed have been paid in full, including after the termination or expiration of this Agreement. Merchant represents that the bank account on file is a business account and not a consumer account, and agrees to be bound by the rules of Payments Canada with respect to debits under this Section. The card on file is identified in the Merchant Dashboard by its last four digits; each charge is prompted by the posting of an Amount Owed that is not collected under Section 5.8(a), in the amount so posted; Sezzle will notify Merchant of any change to this authorization as provided in Section 7.1; and Merchant may update its bank account or card information through the Merchant Dashboard. Any revocation of this authorization does not affect Amounts Owed that have accrued and does not relieve Merchant of its payment obligations.

(c) Pre-authorized debits (Canada). This Section 5.8(c), together with Section 5.8(b), is Merchant's Payor's PAD Agreement with Sezzle Canada Corp. for Business PADs under Payments Canada Rule H1. Merchant authorizes Sezzle Canada Corp. to debit the bank account Merchant has designated in the Merchant Dashboard for variable amounts equal to the Amounts Owed that are not collected under Section 5.8(a). Debits occur at Set Intervals defined by the following event: any Business Day on which an Amount Owed remains uncollected after application of Section 5.8(a), and no later than five (5) Business Days after the Amount Owed is posted to Merchant's Account. MERCHANT WAIVES PRE-NOTIFICATION OF THE AMOUNT AND DATE OF EACH DEBIT AND WAIVES THE 10-CALENDAR-DAY CONFIRMATION PERIOD BEFORE THE FIRST DEBIT; Sezzle will make a Confirmation available in the Merchant Dashboard within five (5) calendar days after the first debit. Merchant may revoke this authorization at any time by written notice to Sezzle at accounts@sezzle.com, to take effect within thirty (30) calendar days of receipt, subject to Merchant's continuing obligation to pay Amounts Owed by other means; to obtain a sample cancellation form, or for more information on Merchant's right to cancel a PAD agreement, Merchant may contact its financial institution or visit www.payments.ca. Merchant has certain recourse rights if any debit does not comply with this agreement. For example, Merchant has the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on Merchant's recourse rights, Merchant may contact its financial institution or visit www.payments.ca. Sezzle Canada Corp. may be contacted at [325 Front Street West 2nd floor Toronto Ontario M5V 2Y1], [accounts@sezzle.com]

(d) Dispute Cases after termination. Merchant's obligation to pay Dispute Fees and the Excessive Dispute Surcharge applies to every Dispute Case initiated on or after October 30, 2026 with respect to an Order placed during the Term, whether the Dispute Case is initiated before or after the termination or expiration of this Agreement, and survives termination or expiration. Merchant will keep current, proper, and active bank account information on file with Sezzle for ninety (90) Days following the termination or expiration of this Agreement or, if later, until all Dispute Cases relating to Orders placed during the Term are closed and all Amounts Owed are paid. Sezzle may retain Merchant's bank account, payment card, and Account information for that period, and thereafter as required by applicable law or Sezzle's records retention policies, in each case subject to Section 11.6.

(e) Legal process. Sezzle's rights under this Section are subject to applicable law and to any court order or legal process described in Section 11.4.

6. Disputes with Users

6.1. Disputed Transactions. Sezzle provides communication tools within the User Account and Merchant Account interfaces to improve the dispute resolution process. To aid with the dispute process, we also allow Merchants to refund transactions directly within the dispute management system and elsewhere within the Merchant Account interface. In an effort to minimize User disputes, Merchant will post or otherwise expressly provide expected shipping times in a location and format easily identified by the User.

6.2. Dispute Resolution. In order to aid with disputes between Merchants and Users, Sezzle reserves the right to withhold or reverse payouts to Merchant if it is deemed that the Merchant has failed to provide the value promised to the User in the Dispute in question. In the event of a dispute resolution, Sezzle will notify the Merchant to allow them to provide evidence supporting its decisions in such dispute. A Merchant is required to provide a trackable shipment code to both Sezzle and the User in order to provide proof of fulfilling the order to the User.

6.2.1. Dispute Response Times. A Merchant is required to respond with a relevant response to a dispute with evidence within two (2) Business Days of the dispute. If the Merchant fails to respond with a relevant response to the dispute within the required response time, the Merchant will lose the dispute. Users are required to respond to additional information requests with a relevant response within 2 Business Days to keep a dispute active. Should Merchant repeatedly fail to respond to disputes or have an unreasonably large volume of disputes, Sezzle reserves the right to implement measures to protect the Users including a) extending the Merchant settlement time to up to thirty (30) Days; b) refunding disputed amounts through the Merchant portal after providing two (2) day's advance notice; c) freezing, holding or closing Merchant's Account; and/or d) taking actions in accordance with Section 11.4.

6.3. Excessive Disputes. Sezzle, at its sole discretion, will determine if a Merchant is experiencing an excessive dispute volume. If a Merchant experiences excessive dispute volumes, Sezzle reserves the right to delay or change a Merchant's settlement time, even if that settlement time was part of an agreed upon contract with Sezzle.

6.4. Applicable Law. Merchant acknowledges that any and all goods and services provided to User remains subject at all times to the laws, rules, and regulations applicable to the User and that such laws, rules, and regulations may apply notwithstanding any agreement to the contrary.

7. Sezzle's Communication

7.1. Notices to Merchant. Merchant agrees that Sezzle may provide Merchant Communications about Merchant's Account and the Sezzle Services electronically as described in Sezzle's Electronic Communications Delivery Policy. Any electronic communications will be considered to be received by Merchant within 1 hour after the time Sezzle posts it to Sezzle's website or email it to Merchant . Any Communications sent to Merchant by postal mail will be considered to be received by Merchant three (3) Business Days after Sezzle sends it.

7.2. Notices to Sezzle. Except as otherwise stated above in the Electronic Communications Delivery Policy, and herein, notice to Sezzle must be sent by postal mail to: Sezzle Inc., Attention: Sezzle Legal Notices, 700 Nicollet Mall, Suite 640, Minneapolis, MN 55402.

7.3. Contacting Merchant. In order to contact Merchant more efficiently, Sezzle may at times contact Merchant using calls or text messages at the telephone number(s) Merchant has provided us. Sezzle may place such calls or texts to (i) provide notices regarding Merchant's Account or Account activity, (ii) investigate or prevent fraud, or (iii) collect a debt owed to us. Merchant agrees that Sezzle and Sezzle's service providers may contact Merchant using autodialed or prerecorded message calls and text messages to carry out the purposes Sezzle have identified above. Sezzle may share Merchant's phone number(s) with service providers with whom Sezzle contracts to assist Sezzle in pursuing these interests, but will not share Merchant's phone number(s) with third parties for their own purposes without Merchant's consent. Standard telephone minute and text charges may apply. Sezzle and Sezzle's service providers will not use autodialed or prerecorded message calls or texts to contact Merchant for marketing purposes at the telephone number(s) Merchant designate unless Sezzle receives Merchant's prior express written consent.

7.4. Recording Calls. Merchant understands and agrees that Sezzle may, without further notice or warning and in Sezzle's discretion, monitor or record telephone conversations Merchant or anyone acting on Merchant's behalf has with Sezzle or its agents for quality control and training purposes or for its own protection. Merchant acknowledges and understands that, while Merchant's communications with Sezzle may be overheard, monitored, or recorded without further notice or warning, not all telephone lines or calls may be recorded by Sezzle, and Sezzle does not guarantee that recordings of any particular telephone calls will be retained or retrievable.

8. Marketing Merchant's Brand and Sezzle's Privacy Policies

8.1. Use of Merchant's Name, Brand mark, Social and public assets. By signing up with Sezzle, Merchant is agreeing to let Sezzle use Merchant's company name, brand mark, social and public assets in Sezzle marketing materials and communications during the Term of the Agreement.

8.2. Privacy of Others; Marketing. If Merchant receives Information about a User through the Sezzle Services, Merchant shall collect, use, disclose, and discard such Information in accordance with Sezzle's Privacy Policy and all laws, rules, and regulations applicable to Merchant and the User. Without limiting the generality of the foregoing, Merchant must keep the Information confidential and only use such information in connection with Sezzle Services. Merchant may not disclose or distribute a User's Information to a third party or use the Information for marketing purposes except in accordance with Sezzle's Privacy Policy and unless Merchant receives the User's express consent to do so. Merchant may not send unsolicited emails to a User or use Sezzle Services for sending, or assisting in sending, unsolicited emails to third parties. For greater clarity, each party agrees to comply with all applicable laws relating to the protection, sharing, handling and use of any Regulated Information, including, without limitation, the storage of such Regulated Information for the maximum period of time as such laws, rules and regulations may permit or require and the destruction or disposal of such Information in Merchant's possession forthwith thereafter.

8.3. Password Security. Merchant is responsible for maintaining adequate security and control of any and all IDs, passwords, personal identification numbers (PINs), or any other codes that Merchant uses to access the Sezzle Services.

8.4 Confidentiality. Each party agrees to protect the other party's Confidential Information, using at least the same degree of care that it uses to protect its own confidential and proprietary information of similar importance, but no less than a reasonable degree of care. The receiving party may use and copy the Confidential Information only to the extent necessary for the performance of its obligations under the Agreement. The receiving party agrees not to disclose Confidential Information to any person except those Affiliates and representatives who need to know such information in connection with the performance of the Agreement. The receiving party shall be responsible for any violation of the terms of this Section by its representatives or Affiliates and shall promptly notify the disclosing party of any unauthorized use or disclosure of Confidential Information of which the receiving party becomes aware. The receiving party may disclose Confidential Information to the extent required by law, or with the prior written consent of the disclosing party. Sezzle is entitled to disclose Confidential Information to its subcontractors, external advisors and Affiliates, provided that such parties are subject to confidentiality obligations at least as protective as those set forth in this section. In the event of legally required disclosure, the receiving party shall make reasonable efforts to give the disclosing party notice of such requirement prior to disclosure so that the disclosing party may seek a protective order or other appropriate remedy to prevent or limit the scope of disclosure.

9. Identifying Merchant

Merchant authorizes Sezzle, directly or through third parties, to make any inquiries we consider necessary to validate Merchant's identity and/or owner of Merchant. This may include, but is not limited to, asking Merchant or Merchants owner for further Information, requiring Merchant to provide Merchant's date of birth, a taxpayer identification number, current bank account information and other Information that will allow us to reasonably identify Merchant, requiring Merchant to take steps to confirm ownership of Merchant's email address or financial instruments, ordering a credit report, or verifying Merchant's Information against third party databases or through other sources. We may also ask to see Merchant's driver's license or other identifying documents at any time. Sezzle reserves the right to close, suspend, or limit access to Merchant's Account and/or Sezzle Services in the event we are unable to obtain or verify this Information.

10. Activities Restricted Throughout Sezzle Services

10.1. Restricted Activities. In connection with Merchant's use of our Website, Merchant's Account, the Sezzle Services, or in the course of Merchant's interactions with Sezzle, other Users, or third parties, Merchant will not:

1. Breach this Agreement, the

   Acceptable Use Policy

   or any other agreement or policy that Merchant has agreed to with Sezzle;

2. Violate any law, statute, ordinance, or regulation (for example, those governing financial services, consumer protections, unfair competition, antidiscrimination or false advertising);

3. Infringe Sezzle's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy.

4. Provide false, inaccurate or misleading information;

5. Send or receive what we reasonably believe to be potentially fraudulent funds, nor continue to process or ship an order that Sezzle has identified as fraudulent;

6. Use less efforts and processes to detect and prevent fraud for transactions using the Sezzle Services than it would use in transactions not using the Sezzle Services;

7. Publish or send any marketing materials that mentions the Sezzle Services, the Sezzle marks, or any terms and conditions regarding the Sezzle Services, without first obtaining Sezzle's prior written consent;

8. Refuse to cooperate in an investigation or provide confirmation of Merchant's identity or any Information Merchant provides to us;

9. Control an Account that is linked to another Account that has engaged in any of these Restricted Activities;

10. Conduct Merchant's business or use the Sezzle Services in a manner that results in or may result in complaints, investigation by a regulatory authority, Disputes, Reversals, fees, fines, penalties or other liability to Sezzle, Users, third parties or Merchant;

11. Have a credit score from a credit reporting agency that indicates a high level of risk associated with Merchant's use of the Sezzle Services;

12. Use Merchant's Account or Sezzle Services in a manner that Sezzle, or any other EFT network reasonably believes to be an abuse of the EFT system or a violation of card association or network rules;

13. Use the Sezzle Services to provide itself with a cash advance (or help others to do so);

14. Take any action that imposes an unreasonable or disproportionately large load on our infrastructure; facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or Information; use an anonymizing proxy; use any robot, spider, other automatic device, or manual process to monitor or copy our Website without our prior written permission; or use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere with our Website, Application, or the Sezzle Services;

15. Take any action that may cause us to lose any of the services from our Internet service providers, payment processors, or other suppliers;

16. Use Sezzle Services to test payment behaviors;

17. Circumvent any Sezzle policy or determinations about Merchant's Account such as temporary or indefinite suspensions or other limitations or restrictions, including, but not limited to, engaging in the following actions: attempting to create new or additional Sezzle Account(s) when an Account has been restricted, suspended or otherwise limited; creating new or additional Sezzle Accounts using information that is not Merchant's own (e.g. name, address, email address, etc.); or using someone else's Sezzle Account; and/or

18. harass and/or threaten our employees, agents, or other Users.

11. Liability

11.1. Merchant's Liability. Merchant is responsible for all Reversals, fees, fines, penalties and other liability incurred by Sezzle, a User, or a third party caused by or arising out of Merchant's breach of this Agreement, and/or Merchant's use of Sezzle Services. Merchant agrees to reimburse Sezzle, a User, or a third party for any and all such liability.

11.2. Reimbursement for Merchant's Liability. In the event that Merchant is liable for any amounts owed to Sezzle, Merchant authorizes Sezzle to immediately remove such amounts from Merchant's Account or Merchant's bank account on file. If Merchant does not have sufficient funds in Merchant's Account or Merchant's bank account, Merchant acknowledges that Sezzle may engage in collection efforts to recover such amounts from Merchant.

11.3. Actions by Sezzle - Restricted Activities. If Sezzle, in its sole discretion, believes that Merchant may have engaged in any Restricted Activities, we may take various actions to protect Sezzle, Users, other third parties, or Merchant from Reversals, fees, fines, penalties and any other liability. The actions we may take include but are not limited to the following:

1. Sezzle may immediately close, suspend, or limit Merchant's access to Merchant's Account or the Sezzle Services (such as limiting Merchant's ability to accept payments, make withdrawals, or remove financial Information);

2. Sezzle may contact Users the Merchant has interacted with, contact Merchant's bank, and/or warn other Users, law enforcement, or impacted third parties of Merchant's actions;

3. Sezzle may update inaccurate Information Merchant provided to us;

4. Sezzle may refuse to provide the Sezzle Services to Merchant in the future;

5. Sezzle may hold any balance for up to 180 Days if reasonably needed to protect Sezzle against the risk of liability or if Merchant has violated Sezzle's

   Acceptable Use Policy

   ;

6. Sezzle may take legal action against Merchant; and

7. If Merchant violates the

   Acceptable Use Policy

   , then in addition to the above actions Merchant will be liable to Sezzle for the amount of Sezzle's damages caused by Merchant's violation of the

   Acceptable Use Policy

   . Merchant acknowledge and agrees that $2,500.00 USD per violation of the

   Acceptable Use Policy

   is presently a reasonable minimum estimate of Sezzle's actual damages considering all currently existing circumstances, including the relationship of the sum to the range of harm to Sezzle that reasonably could be anticipated because, due to the nature of the violations of the

   Acceptable Use Policy

   , actual damages would be impractical or extremely difficult to calculate. Sezzle may deduct such damages directly from any existing Balance in the offending Account or any other Account Merchant controls. Sezzle, in its sole discretion, reserves the right to terminate this Agreement, access to its website, or access to Sezzle Services for any reason and at any time upon notice to Merchant and payment to Merchant of any unrestricted funds held in Merchant's Balance.

11.4. Actions by Sezzle - Court Orders or Other Legal Process. Sezzle, in its sole discretion, may take various actions including a) limitation on Merchant's Account or the funds in it; b) releasing any or all of Merchant's funds in the event it receives notice of a court order or other legal process that restricts the use of or access to Merchant's funds or requires their release; c) seeking injunctive relief for harm caused by Merchant which negatively impacts Sezzle's risk profile or reputation; and/or d) any other remedy in law or equity. Sezzle will give notice of a limitation it makes to comply with a court order or other legal process, unless the court order or other process directs that Sezzle does not provide Merchant notice, in which case the court order or other process supersedes any notice obligation Sezzle has undertaken or agreed to under the terms of this Agreement. Sezzle has no obligation to contest or appeal from any such order or process. Limitations on Merchant's account that are placed in response to a court order or other legal process may be maintained longer than 180 Days. Sezzle will decide in its sole discretion the appropriate scope of a limitation to assure compliance with a court order or other legal process. Additionally, in the event Sezzle receives notice of a garnishment or equivalent legal process directing the restraint of funds in Merchant's Account or directing payment of funds from Merchant's Account to the court or another third party, Sezzle may limit Merchant's Account and hold the funds in it for up to 180 Days, and may disburse funds from Merchant's Account, as needed, for the purpose of resolving any dispute, chargeback, or Reversal and any related Amounts Owed under Section 5.8.

11.5. Actions by Sezzle - Account Closure, Termination of Service, Limited Account Access; Confidential Criteria. If Sezzle closes Merchant's Account or terminates Merchant's use of Sezzle Services for any reason, we will provide Merchant with notice of our actions. Except as expressly provided otherwise in this Agreement, if we limit access to Merchant's Account, including, but not limited to, through a Reserve or hold, we will provide Merchant with notice of our actions; we will also provide Merchant with an opportunity to request restoration of access if, in our sole discretion, we deem it appropriate. Further, Merchant acknowledges that Sezzle's decision to take certain actions, including, but not limited to, limiting access to Merchant's Account by placing holds or imposing Reserves, may be based on confidential criteria that are essential to our management of risk and the security of Users' Accounts and the Sezzle system. Merchant agrees that Sezzle is under no obligation to disclose the details of its risk management or security procedures to Merchant.

11.6. Data Security. Each party will establish, maintain and implement an information security program, including appropriate administrative, technical and physical safeguards, designed to (i) ensure the security and confidentiality of Regulated Information, (ii) protect against any reasonably anticipated threats or hazards to the security or integrity of such Regulated Information, and (iii) protect against unauthorized access to or use of such Regulated Information that could result in substantial harm or inconvenience to the other party or a data subject/owner and/or violation of law. Each party complied, and is presently in compliance with its privacy policy and all third-party obligations and applicable laws regarding the collection, use, transfer, storage, protection, disposal and disclosure by it and its subsidiaries of Regulated Information.

11.7. Limitations of Liability. IN NO EVENT SHALL WE, OUR PARENT AND AFFILIATES, AND THE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES AND SUPPLIERS OF SEZZLE, OUR PARENT OR OUR AFFILIATES BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF DATA OR LOSS OF BUSINESS) ARISING OUT OF OR IN CONNECTION WITH OUR WEBSITE, APPLICATION, THE SEZZLE SERVICES, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE), UNLESS AND TO THE EXTENT PROHIBITED BY LAW. OUR LIABILITY, AND THE LIABILITY OF OUR PARENT AND AFFILIATES, AND OUR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES AND SUPPLIERS, TO MERCHANT IN ANY CIRCUMSTANCE IS LIMITED TO THE AMOUNT OF FEES PAID IN THE TWELVE MONTHS PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SEZZLE, OUR PARENT, AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES, AND SUPPLIERS ARE NOT LIABLE, AND MERCHANT AGREES NOT TO HOLD THESE PARTIES RESPONSIBLE, FOR ANY DAMAGES OR LOSSES (INCLUDING, BUT NOT LIMITED TO, LOSS OF MONEY, GOODWILL, OR REPUTATION, PROFITS, OR OTHER INTANGIBLE LOSSES OR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES) RESULTING DIRECTLY OR INDIRECTLY FROM: (1) MERCHANT'S USE OF OR MERCHANT'S INABILITY TO USE SEZZLE'S WEBSITES, APPLICATIONS, AND SERVICES; (2) DELAYS OR DISRUPTIONS IN SEZZLE'S WEBSITES, APPLICATIONS, AND SERVICES; (3) VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING SEZZLE'S WEBSITES, APPLICATIONS OR SERVICES OR ANY SITE OR SERVICE LINKED TO SEZZLE'S WEBSITES, APPLICATIONS OR SERVICES; (4) GLITCHES, BUGS, ERRORS, OR INACCURACIES OF ANY KIND IN SEZZLE'S WEBSITES, APPLICATIONS OR SERVICES OR IN THE INFORMATION AND GRAPHICS OBTAINED FROM THEM; (5) THE CONTENT, ACTIONS, OR INACTIONS OF THIRD PARTIES; (6) A SUSPENSION OR OTHER ACTION TAKEN WITH RESPECT TO MERCHANT'S ACCOUNT; (7) MERCHANT'S NEED TO MODIFY PRACTICES, CONTENT, OR BEHAVIOR, OR MERCHANT'S LOSS OF OR INABILITY TO DO BUSINESS, AS A RESULT OF CHANGES TO THIS MERCHANT AGREEMENT OR SEZZLE'S POLICIES. SEZZLE RESERVES THE RIGHT TO MODIFY ITS POLICIES AND THIS MERCHANT AGREEMENT AT ANY TIME CONSISTENT WITH THE PROVISIONS OUTLINED HEREIN.

11.8. NO WARRANTY. THE SEZZLE SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. SEZZLE, OUR PARENT AND AFFILIATES, AND THE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES AND SUPPLIERS OF SEZZLE, OUR PARENT OR OUR AFFILIATES, SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Sezzle does not have any control over the products or services that are paid for with the Sezzle Services and Sezzle cannot ensure that a buyer or a seller Merchant is dealing with will actually complete the transaction or is authorized to do so. Sezzle does not guarantee continuous, uninterrupted or secure access to any part of the Sezzle Services, and operation of our site may be interfered with by numerous factors outside of our control. Sezzle will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards, and check issuances are processed in a timely manner but Sezzle makes no representations or warranties regarding the amount of time needed to complete processing because the Sezzle Services are dependent upon many factors outside of our control, such as delays in the banking system or the U.S. and Canadian or international mail service. Certain Sezzle Services may not be available to Merchant based on residency, geographic location or other eligibility criteria. Some provinces may not allow the disclaimer of implied warranties, so the foregoing disclaimers may not apply to Merchant. This paragraph gives Merchant specific legal rights and Merchant may also have other legal rights that vary from province to province, country to country.

11.9. Compliance with Laws. Each party agrees to comply with all applicable laws and regulations including, but not limited to, regulations around anti-corruption, anti-bribery, consumer protection, export, data protection, data security, prohibition of modern slavery/human trafficking and equal opportunity. Failure to comply with this section shall be a material breach of this agreement.

12. Termination and Force Majeure

12.1. Sezzle can terminate this Agreement with Merchant at any time for any reason, in its sole discretion.

12.2. Merchant For Cause. If Merchant is not otherwise in violation of this Agreement, Merchant may terminate for cause in the event of any one or more of the following events: (a) Sezzle fails to make a payment of any amount due and payable pursuant to this Agreement and such failure remains unremedied for a period of ten (10) Business Days after the Merchant gives written notice thereof; (b) Sezzle fails to perform, satisfy or comply with any material obligation, condition, covenant or other provision contained in this Agreement and such failure remains unremedied for a period of thirty (30) days after the Merchant gives written notice thereof specifying the nature of such failure in reasonable detail or immediately where such a cure cannot be effectuated; (c) any representation or warranty by Sezzle contained in this Agreement fails to be true and correct in any material respect as of the date when made or at any time during the Term; or (d) Sezzle files for Bankruptcy , liquidation or insolvency event.

12.3. Force Majeure. If a party is unable to perform or is delayed in performing, in whole or in part, its obligations under this Agreement, as a direct result of a Force Majeure Event affecting such Party, then that Party shall promptly notify the other Party of the Force Majeure Event with reasonably full particulars and timing of such event. Such Party also shall promptly notify the other Party when the Force Majeure Event terminates or no longer adversely affects its ability to perform under this Agreement. The obligations of the Party giving notice, so far as they are affected by the Force Majeure Event, shall be suspended during, but not longer than, the continuance of the Force Majeure Event, and any failure to perform or adhere to any obligation or covenant hereunder shall not constitute a Termination Event, Sezzle Termination Event, or Merchant Termination Event, as applicable.

12.4. Limitations upon Account Closure. If we are conducting an investigation on Merchant's account, we may hold Merchant's Balance for up to 180 Days to protect Sezzle, its affiliates, or a third party against the risk of Reversals, fees, fines, penalties and other liability. Merchant will remain liable for all obligations related to your Account even after the Account is closed. Without limiting the foregoing, Merchant remains liable for Dispute Fees and any Excessive Dispute Surcharge for Dispute Cases initiated after the Account is closed with respect to Orders placed during the Term, which Sezzle may collect as provided in Section 5.8. Merchant agrees to an extended funds settlement period of 42 Days at account closure to ensure funds are available for returns, refunds, and Amounts Owed.

13. Disputes with Sezzle

13.1. Contact Sezzle First. If a dispute arises between Merchant and Sezzle, our goal is to learn about and address Merchant's concerns and, if we are unable to do so to Merchant's satisfaction, to provide Merchant with a neutral and cost-effective means of resolving the dispute quickly. Disputes between Merchant and Sezzle regarding the Sezzle Services may be reported to support@sezzle.com or by calling +1 (888) 540-1867 from 8 AM to 5 PM, Central Time.

13.2. Applicable Law. Merchant agrees that, except to the extent inconsistent with or preempted by federal law and except as otherwise stated in this Merchant Agreement, the laws of the State of Delaware, without regard to principles of conflict of laws, will govern this Merchant Agreement and any claim or dispute that has arisen or may arise between Merchant and Sezzle.

13.3. Agreement to Arbitrate. Merchant and Sezzle each agree that any and all disputes or claims that have arisen or may arise between Merchant and Sezzle, including without limitation federal and state statutory claims, common law claims, and those based in contract, tort, fraud, misrepresentation or any other legal theory, shall be resolved exclusively through final and binding arbitration, rather than in court, except that Merchant may assert claims in small claims court, if Merchant's claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. This Agreement to Arbitrate is intended to be broadly interpreted. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate.

13.3.1. Prohibition of Class and Representative Actions and Non-Individualized Relief. MERCHANT AND SEZZLE AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH MERCHANT AND SEZZLE AGREE OTHERWISE, THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER SEZZLE USERS.

13.3.2. Arbitration Procedures. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator or arbitrators instead of a judge or jury, and court review of an arbitration award is very limited. However, the arbitrator(s) can award the same damages and relief on an individual basis that a court can award to an individual. The arbitrator(s) also must follow the terms of this Merchant Agreement as a court would. All issues are for the arbitrator(s) to decide, except that issues relating to arbitrability, the scope or enforceability of this Agreement to Arbitrate, or the interpretation of subsection (13.3.1) of this Agreement to Arbitrate (“Prohibition of Class and Representative Actions and Non-Individualized Relief”), shall be for a court of competent jurisdiction to decide.

The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules and procedures, including the AAA's Consumer Arbitration Rules (as applicable), as modified by this Agreement to Arbitrate. The AAA's rules are available at www.adr.org. A party who intends to seek arbitration must first send to the other, by certified mail, a completed form Notice of Dispute ("Notice"). The Notice to Sezzle should be sent to Sezzle Inc., Attn: Litigation Department, Re: Notice of Dispute, 700 Nicollet Mall, Suite 640 Minneapolis, MN 55402. Sezzle will send any Notice to Merchant to the physical address we have on file associated with Merchant's Sezzle Account; it is Merchant's responsibility to keep Merchant's physical address up to date. All information called for in the Notice must be provided including a description of the nature and basis of the claims the party is asserting and the relief sought. If Merchant and Sezzle are unable to resolve the claims described in the Notice within 30 Days after the Notice is sent, Merchant or Sezzle may initiate arbitration proceedings. A form for initiating arbitration proceedings is available on the AAA's website at www.adr.org. The arbitration shall be held in the county in which Merchant resides or at another mutually agreed location. If the value of the relief sought is $10,000 or less, Merchant or Sezzle may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on Merchant and Sezzle subject to the discretion of the arbitrator(s) to require an in-person hearing, if the circumstances warrant. In cases where an in-person hearing is held, Merchant and/or Sezzle may attend by telephone, unless the arbitrator(s) require otherwise. Any settlement offer made by Merchant or Sezzle shall not be disclosed to the arbitrator(s).

The arbitrator(s) will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator(s) shall not be bound by rulings in prior arbitrations involving different Sezzle Users, but is/are bound by rulings in prior arbitrations involving the same Sezzle User to the extent required by applicable law. The award of the arbitrator(s) shall be final and binding, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

13.3.3. Costs of Arbitration. Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules unless otherwise stated in this Agreement to Arbitrate. At Merchant's request, Sezzle will pay as much of the filing, administration, and arbitrator fees as the arbitrator(s) deem necessary to prevent the cost of accessing the arbitration from being prohibitive. In the event the arbitrator(s) determine the claim(s) Merchant asserts in the arbitration to be frivolous, Merchant agrees to reimburse Sezzle for all fees associated with the arbitration paid by Sezzle on Merchant's behalf that Merchant otherwise would be obligated to pay under the AAA's rules.

13.3.4. Severability. With the exception of any of the provisions in subsection (13.3.1) of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized Relief"), if a court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply. If a court decides that any of the provisions in subsection (13.3.1) of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized Relief") is invalid or unenforceable, then the entirety of this Agreement to Arbitrate shall be null and void. The remainder of this Merchant Agreement will continue to apply.

13.3.5. Future Amendments to the Agreement to Arbitrate. Notwithstanding any provision in this Merchant Agreement to the contrary, Merchant and we agree that if we make any amendment to this Agreement to Arbitrate (other than an amendment to any notice address or website link provided herein) in the future, that amendment shall not apply to any claim that was filed in a legal proceeding against Sezzle prior to the effective date of the amendment. The amendment shall apply to all other disputes or claims governed by the Agreement to Arbitrate that have arisen or may arise between Merchant and Sezzle. We will notify Merchant of amendments to this Agreement to Arbitrate by posting the amended terms on www.sezzle.com at least 30 days before the effective date of the amendments and by providing notice through email. If Merchant does not agree to these amended terms, Merchant may close Merchant's account within the 30 day period, and Merchant will not be bound by the amended terms.

13.4. Insolvency Proceedings. If any proceeding by or against Merchant is commenced under any provision of Merchant's government's bankruptcy code or under any other bankruptcy or insolvency law, Sezzle will be entitled to recover all reasonable costs or expenses (including reasonable attorneys' fees and expenses) incurred in connection with the enforcement of this Agreement.

13.5. No Waiver. Our failure to act with respect to a breach by Merchant or others does not waive our right to act with respect to subsequent or similar breaches.

13.6. Indemnification. Merchant agrees to defend, indemnify and hold Sezzle, our parent, Affiliates and the officers, directors, agents, joint venturers, employees and suppliers of Sezzle, our parent, or our Affiliates, harmless from any claim or demand (including fines, penalties, court costs and attorneys' fees) made or incurred by any third party due to or arising out of (i) Merchant's breach of this Agreement (including, without limitation, breach of any representation made or warranty given by Merchant herein), (ii) Merchant's improper use of the Sezzle Services, (iii) failure to provide notice for Merchant non-compliance under Section 3.4, and/or (iv) Merchant's violation of any law or the rights of a third party. Notwithstanding anything to the contrary contained herein, this Section shall survive the termination or expiration of this Agreement.

13.7. Release of Sezzle. If Merchant has a dispute with one or more Users, Merchant releases Sezzle (and our parent, our Affiliates, and our and their respective officers, directors, agents, joint ventures, employees and suppliers) from any and all Claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release, Merchant expressly waives any protections that would otherwise limit the coverage of this release to include only those claims which Merchant may know or suspect to exist in Merchant's favor at the time of agreeing to this release.

14. Sezzle's Intellectual Property

14.1. Intellectual Property. "Sezzle.com," "Sezzle," and all logos related to the Sezzle Services are either trademarks or registered trademarks of Sezzle or Sezzle's licensors. Sezzle grants Merchant a revocable, non-transferable, global license to use Sezzle's trademarks in accordance with Sezzle's marketing guidelines and in accordance with the terms and Term of this Agreement. Merchant may not copy, imitate or use them without Sezzle's prior written consent. Also, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of Sezzle. Merchant may not copy, imitate, or use them without our prior written consent. Merchant may use HTML logos provided by Sezzle through our Merchant services or affiliate programs without prior written consent for the purpose of redirecting web traffic to the Sezzle Services. Merchant may not alter, modify or change these HTML logos in any way, use them in a manner that is disparaging to Sezzle or the Sezzle Services or display them in any manner that implies Sezzle's sponsorship or endorsement. All right, title and interest in and to the Sezzle Website, any content thereon, the Sezzle Services, the technology related to the Sezzle Services, and any and all technology and any content created or derived from any of the preceding is the exclusive property of Sezzle and its licensors.

14.2. License Grant. If Merchant is using Sezzle software such as an API, developer's toolkit or other software application that Merchant has downloaded to Merchant's computer, device, or other platform, then Sezzle grants Merchant a revocable, non-exclusive, non-transferable license to use Sezzle's software in accordance with the documentation. This license grant includes the software and all updates, upgrades, new versions and replacement software for Merchant's personal use only. Merchant may not rent, lease or otherwise transfer Merchant's rights in the software to a third party. Merchant must comply with the implementation and use requirements contained in all Sezzle documentation accompanying the Sezzle Services. If Merchant does not comply with Sezzle's implementation and use requirements Merchant will be liable for all resulting damages suffered by Merchant, Sezzle and third parties. Sezzle may change or discontinue any APIs upon notice to Merchant. Merchant agrees not to alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code that is derived from the software. Merchant acknowledges that all rights, title, and interest to Sezzle's software are owned by Sezzle. Any third party software application Merchant uses on the Sezzle Website is subject to the license Merchant agreed to with the third party that provides Merchant with this software. Sezzle does not own, control nor have any responsibility or liability for any third party software application Merchant elects to use on the Sezzle website and/or in connection with the Sezzle Services. If Merchant is using the Sezzle Services on the Sezzle website, or other website or platform hosted by Sezzle, or a third party, and are not downloading Sezzle's software or using third party software applications on the Sezzle website, then this section does not apply to Merchant's use of the hosted Sezzle Services.

14.3. License Grant from Merchant to Sezzle; IP Warranties. When providing Sezzle with content or posting content using Sezzle Services, Merchant grants us a nonexclusive, worldwide, royalty-free, transferable, and sublicensable (through multiple tiers) right to exercise any and all copyright, publicity, trademarks, database rights and intellectual property rights Merchant has in the content, in any media known now or in the future during the Term of the Agreement. Further, to the fullest extent permitted by applicable law, Merchant waives Merchant's moral rights and promise not to assert such rights against Sezzle, its sublicensees or its assignees. Merchant represents and warrant that none of the following infringe any intellectual property or publicity right: Merchant's provision of content to Sezzle and products or services to the User, Merchant's posting of content using Sezzle Services and promotion of Merchant's products or services to the User, and Sezzle's use of such content (including of works derived from it), products or services in connection with Sezzle Services.

15. Special Considerations

Sezzle may provide special rates or discounts in exchange for the Merchant considerations listed in a respective Addendum, which would be fully incorporated into this Agreement. Should Merchant violate or breach this Agreement, including any provision in the respective Addendum which is provided as consideration for discounted pricing, in addition to any other rights available in law or equity, Sezzle reserves the right to a) invoice and auto-debit Merchant for the difference between the agreed-upon discounted processing rate actually paid and Sezzle's then-current standard processing rate or high-risk processing rate, as applicable, which would have been charged if the consideration was not offered from the Effective Date forward, and standard rates will then apply throughout the remainder of the Term; and/or b) Sezzle may require reimbursement for any Marketing, Incentive or other amounts paid. After the violation or breach is resolved, the payment processing fee will change to the payment processing fee described in the Section 5 of this Agreement for the remainder of the Term.

16. General Provisions

16.1. Assignment. Merchant may not transfer or assign any rights or obligations Merchant has under this Agreement without Sezzle's prior written consent. Sezzle reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time.

16.2. Complete Agreement. This Agreement, along with any applicable policies and agreements on the Legal Agreements page on the Sezzle Website, sets forth the entire understanding between Merchant and Sezzle with respect to the Sezzle Services. Sections which by their nature should survive will survive the termination of this Agreement. Unless stated otherwise in this Agreement, if any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced.

16.3. Severability. Unless stated otherwise in this Agreement, if any provision of this Agreement is held by an arbitrator or a court of competent jurisdiction to be illegal, invalid or unenforceable, in whole or in part, such provision or part thereof shall be severed from this agreement, and the remaining provisions or parts thereof shall continue in full force and effect, without amendment.

16.4. Definitions.

Sezzle Legal Definitions

16.5. Electronic Signature. By clicking “I Accept” or “I Agree”, you acknowledge having received, read, understood and agree to be bound by this Agreement, including any policies, attachments, addendums, schedules, or exhibits referenced in this Agreement. You agree that your electronic signature is the legal equivalent of your manual ink signature and that an electronic signature will be deemed an original and may be used as evidence of execution. You further agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action signifying your acceptance, constitutes your signature as if actually signed by you in writing. You also agree that no certification authority or other third party verification is necessary to validate your electronic signature, and the lack of such certification or third party verification will not in any way affect the enforceability of your electronic signature. This Agreement will be deemed to satisfy any writings requirements of any applicable law, notwithstanding that the agreement set out in this Agreement is written and accepted electronically. All contracts between you and Sezzle completed electronically will be deemed for all legal purposes to be in writing and legally enforceable as a signed written agreement.