Sezzle Prepaid Visa Cardholder Agreement

Last update: September 25, 2026; Effective date: September 25, 2026

Please read this contract carefully and retain a copy for your records.

This Agreement applies to your use of the Sezzle Prepaid Visa. By activating and/or using the Card, you are agreeing to these terms and conditions and fees outlined below.

INFORMATION DISCLOSURE SUMMARY (Detailed terms and conditions will follow):

Card issuer: This card is issued by Peoples Trust Company under license by Visa International Incorporated.

Card information and Balance: To find out the current terms and conditions of the Card, to obtain the expiry date of the physical Card, if you have any questions regarding the Card Balance or if you wish to log a complaint, you may call customer service at 1-888-540-1867, or contact customer service via messaging in the Sezzle App, or log into sezzle.com/en-ca/ for free.

Card is a Separate Product from Loan: The Card is a separate product from any credit agreement you may have with Sezzle, and any credit or cash advance amounts made available to you by Sezzle under such agreement. Loading funds onto the Card does not impact any Sezzle credit agreement. For example, funds loaded onto the Card are not treated as repayments to Sezzle of amounts due under an Sezzle credit agreement.

Card Restrictions:

- Cardholders must be of the age of majority in the province or territory in which they purchase the Card.
- Cardholders are restricted to one Card per person.
- Card is reloadable and the methods available for adding or transferring funds to the Card are listed on the Website. You may not add funds to the Card via wire transfer. Use of the Card in some countries may be restricted by law.
- You do not have the right to stop the payment of any transaction you conduct with the Card.

- Regular pre-authorized debit (PAD) transactions, where you authorize a company or organization to withdraw funds from the Card, are not permitted. All PAD transactions will be rejected and Peoples Trust will not be liable for any costs incurred by you as a result.

- You may not use your Card to commit or further any illegal, improper or prohibited activity. The Card is subject to a maximum transaction limit, as set forth below. Peoples Trust may amend these limits in accordance with Applicable Law and will post a notice on sezzle.com/en-ca/ at least thirty (30) days prior to the date on which such change is to come into effect. The change will take effect on the date indicated in the notice. Your continued use of the Card, after the change to these limits has come into effect, will be taken as your acceptance of that change.

Limits	
Maximum Card Balance	$4,000 CAD
Minimum load to Card	$4,000 CAD
Maximum daily load to Card	$4,000 CAD
Maximum daily spend at point-of-sale	$ 4,000 CAD

Please also note: The Card may be deactivated at any time if fraud, related to the Card or use of the Card, is suspected.

Card Expiry and Access to Funds: Your right to use the funds loaded on the Card does not expire. If funds remain on the Card after the expiry date, contact customer service for further information on obtaining a replacement Card.

Fees: There are no fees associated with the Card. **Funds loaded on the card are not covered by the Canada Deposit Insurance Corporation (CDIC).**

Funds loaded on the card are not covered by the Canada Deposit Insurance Corporation (CDIC).

Lost or Stolen Card: You must take all reasonable steps to protect the Card against loss, theft, or unauthorized use. If you lose the Card or your Card has been stolen or if you have reason to believe that someone has made an unauthorized transaction with your Card or may attempt to use the Card without your authorization, you must (1) call customer service immediately at 1-888-540-1867, from 8 a.m. to 10 p.m. Eastern Time, 7 days a week, or (2) contact customer service immediately via messaging in the Sezzle App or by logging into sezzle.com/en-ca/, available 24 hours a day, 7 days a week. All transactions carried out on the Card before you notify us will be considered to have been made by you.

Key Cardholder Responsibilities under this Agreement:

- You must take all reasonable steps to protect Cards against unauthorized use. If you suspect that a Card has been or may be misused, you must disable or prevent use of such Card and notify us immediately.
- You must take all reasonable steps to protect the Card (and PIN, if applicable) against loss, theft or unauthorized use. If you lose the Card (or PIN), call customer service immediately.
- You must activate the Card as instructed upon receipt of the Card.
- You must surrender the Card to us immediately upon request by us.
- You must ensure that there is a sufficient Balance on the Card to cover the full amount of transactions made with the Card.
- If your information associated with the Card changes, you must notify us of the change(s).
- If you become aware that your information associated with the Card is incorrect, you must provide us with the correct information.
- If you find an error, omission, or indication of fraud or unauthorized use in any transaction record, you must communicate the error to the merchant with whom you made the transaction.

- If you wish to dispute a transaction on your Card, you must notify us in writing of your dispute within sixty (60) days of the date of the transaction.

- You should only use our online resources as described in the "Website and Availability" section below.

DETAILED TERMS OF USE:

Definitions:

- **"Agreement"** refers to this Sezzle Prepaid Visa Cardholder Agreement between Peoples Trust Company and the Cardholder, which govern your use of the Card, as amended from time to time.

- **“Sezzle App”** refers to the mobile application interface operated by Sezzle.

- **"Amendment"** refers to any change to a term and condition of this Agreement or the addition of a new term or condition.

- "**Applicable Laws"** means the law that applies to you or us, or which govern our relationship, including but not limited to, as applicable, the Trust and Loan Companies Act (Canada), the Personal Information Protection and Electronic Documents Act (Canada), the Proceeds of Crime (Money Laundering) and Terrorist Financing Act, Canada’s Anti-Spam Legislation (CASL), or any other statute, regulation or operating rule of any Governmental Authority or any other regulatory authority that Peoples Trust and the Program Manager are subject to, or any bylaw, operating rule or regulation of Visa, including any requirement to comply with PCI DSS.

- **"ATM"** refers to an automated teller machine.

- **"Balance"** refers to the total amount of funds available on the Card.

- **"Card"** refers to the Sezzle prepaid Visa card activated, received or used by the Cardholder.

- **"Cardholder"** means the person who has applied for the Card or any other person whose name is on the Card account.

- **"Foreign Exchange Service Fee"** means the foreign exchange service fee we assess when you complete transactions in a currency other than Canadian dollars.

- **"Governmental Authority"** means any federal, provincial, territorial, regional, municipal or local governmental authority, quasi-governmental authority (including the Office of the Superintendent of Financial Institutions), government organization, court, commission, board, professional agency, tribunal, organization, or any regulatory, administrative or other agency, or any political or other subdivision, department, or branch of any of the foregoing, in each case to the extent it has jurisdiction over Peoples Trust Company and/or Peoples Trust's service providers or any Person, property, transaction, activity, event or other matter related to this Agreement. The above definition is deemed to include any interim or permanent transferee or successor of a Government Authority's underlying mandate, function or activity.

- **"PCI DSS**" a multifaceted security standard defined by Payment Card Industry Security Standards Council and includes requirements for security management, policies, procedures, network architecture, software design and other critical protective measures.

- "**Peoples Trust**" means Peoples Trust Company and its affiliates, successors and assigns.

- **"PIN"** means a Personal Identification Number used with your Card for POS transactions or at an ATM for additional security.

- **"POS"** means the point of sale where you can use the Card to purchase goods or services from a merchant.

- "**Sezzle**" means Sezzle Canada Corp., operating as Sezzle.

- **"Transaction Amount"** means the amount that is debited from the Balance in connection with your use of the Card to purchase goods or services, which includes the amount of the Balance to be transferred, the Card service charges and the taxes imposed to complete the transaction.

- **"Visa"** means Visa International Incorporated, and its affiliates, successors and assigns.
- **"Visa Conversion Rate"** means the rate we pay to Visa to convert foreign currency to Canadian currency plus the Foreign Exchange Charge.
- **"We," "us," and "our"** mean Peoples Trust.
- **“Website”** means sezzle.com/en-ca/.
- **“You", "your",** and **"yours"** mean the Cardholder.

Acknowledgement: This Agreement constitutes a binding agreement between you and us with respect to the terms of use of the Card.

The Card: The Sezzle Prepaid Visa is a prepaid Visa that can be used anywhere Visa is accepted, including mail order, online, telephone and POS retail merchants, subject to the terms of this Agreement.

Ownership and Use of the Card: To use the Card, simply present it at the time of payment. The Card can be used to pay the full amount of the purchase and applicable taxes, so long as the Balance remaining on the Card is sufficient. The Card is, and will remain, our property; resale of the Card is not permitted. The Card is not a credit card, charge card, or debit card, and its usage will not enhance nor improve your credit rating. No interest, dividends, or other earnings or returns will be paid on the Card. Neither the Card nor the Balance is a deposit account. You have no right to write cheques on, or demand repayment of, the outstanding Balance on the Card, but are strictly limited to the right to use the Card, in accordance with this Agreement, as payment for goods and services from merchants who accept Visa. As you use the Card, the Card’s Balance will be reduced by the full amount of each purchase including taxes, charges and other fees, if any. If you use the Card for card-not-present transactions (for example, transactions performed by Internet, mail or phone), the legal effect is the same as if you used the physical Card. The Card can be used without a PIN to make purchases online. You should retain the receipt as a record of the transaction.

Your Card may also be used at any point of sale that accepts Visa contactless transactions, subject to the merchant's purchase limits.

You are solely responsible for the possession, use and control of the Card. **You must surrender the Card to us immediately upon request.** The Card is provided to you only. If you authorize another person to use the Card, you agree, to the extent permitted by law, that you will be liable for all transactions arising from the use of the Card by such person.

You agree that if a merchant requires you to sign a sales draft, we are not required to verify your signature on any sales draft prepared in connection with a transaction on the Card.

You do not have the right to stop the payment of any transaction you conduct with the Card. We are not liable to you for declining authorization for any transaction, regardless of our reason. We may, in our sole discretion, cancel or suspend any features or services of the Card at any time, with or without cause, with thirty (30) days' notice to you or as otherwise required by Applicable Law.

You should receive a paper record of each POS transaction or ATM transaction for which you used the Card. If you identify an error in any transaction record, you must address the error directly with the merchant or ATM operator.

It is your responsibility to obtain such a record and ensure that it is accurate. We are not responsible for providing you with any transaction record or periodic statement.

We will, upon your request, and for the fee stated in the table marked ‘Fees’ in the Information Disclosure Summary at the beginning of this Agreement, mail to you a written statement of transactions made with the Card.

Some merchants (including, but not limited to, gas stations, restaurants, hotels, cruise lines, or car rental companies) may pre-authorize the Transaction Amount for the purchase amount plus up to 20% (or more) over and above the purchase amount to ensure that there are sufficient funds available on the Card to cover any tips or incidental charges. In such cases, your transaction will be declined if the Balance will not cover the Transaction Amount plus the additional pre-authorization percentage.

A pre-authorization will place a hold on an amount of your available Card funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the pre-authorization amount on hold in excess of the final payment amount will be released. The time required to release a pre-authorization hold may vary depending on the type of merchant.

During the hold period, you will not have access to the pre-authorization amount.

Loading Funds: The Card is reloadable and the methods available for adding or transferring funds to the Card are listed on the Website. The load methods may change from time to time. Some load methods are offered by third party service providers and are subject to additional fees imposed by those service providers. See the Website and applicable service providers' terms and conditions for more details. The time before funds become available may vary for other load methods.

The funds provided to load a Balance onto the Card and the Balance on the Card are not a deposit, and they do not establish a separate individual deposit account with us or any other Canadian financial institution. You will not receive interest on the Balance or on the funds loaded onto the Card.

Information About Balance: **It is your responsibility to ensure that there is a sufficient Balance on the Card to cover transactions plus any pre-authorized amounts.** To obtain the current Balance amount or the transaction history, call customer service toll-free at 1-888-540-1867 or visit the Website.

The Balance will reflect all transactions that have been posted to our system. You are not allowed to exceed the Balance available on your Card for any transaction.

If you attempt to use the Card when there is insufficient Balance to cover the full Transaction Amount, the transaction in most instances will be declined. However, if due to a system malfunction or for any other reason whatsoever, a transaction occurs despite insufficient Balance on the Card, creating a negative amount, you agree to reimburse us, upon request, for the amount of the Transaction Amount in excess of the Balance.

Protection against loss, theft or unauthorized use: If your Card is lost or stolen, we will ask you to provide us with your name, and to answer identifying questions. If you lose your Card, someone might be able to use the Balance on the Card. A replacement Card with any remaining Balance (less our fees as stated in the table marked 'Fees') will be issued within 30 business days after you report the Card lost or stolen to ensure that all transactions have been processed properly. To report a lost or stolen Card, (1) call customer service immediately at 1-888-540-1867, from 8 a.m. to 10 p.m. Eastern Time, 7 days a week, or (2) contact customer service immediately via messaging in the Sezzle App or by logging into sezzle.com/en-ca/, available 24 hours a day, 7 days a week. We recommend that you write down the Card number and customer service number in case the Card is lost or stolen. You agree, to the extent permitted by Applicable Law, to cooperate with us in our attempts to recover from unauthorized users and to assist in their prosecution.

The Visa Zero Liability Policy applies to purchases made in-store, via telephone, online or from a mobile device, as well as transactions made at an ATM. As a cardholder, you will not be held responsible for unauthorized transactions if:

1. you have exercised reasonable care in protecting the Card and PIN from loss or theft; and

2. you promptly reported the loss, theft or misuse of your PIN or Card to Peoples Trust.

If these conditions are not met, you will be considered to have contributed to unauthorized use of the Card, and will be held liable for all unauthorized transactions and the resulting loss. Verification of a Zero Liability claim can take up to one hundred and twenty (120) days once all the required forms and/or documents have been received and confirmed by Peoples Trust, and may require a police investigation.

Notification and Change of Terms: Subject to the limitations of Applicable Law, we may from time to time amend any term or condition of this Agreement or add new terms or conditions to this Agreement, including, but not limited to, increasing or adding new fees.

As required by Applicable Law, notice of any Amendments will be sent to you at the most recent mailing or email address that we have on record for you. We must, at least thirty (30) days before the Amendment comes into force, send you a written notice drawn up clearly and legibly, setting out the new clause(s) only, or the amended clause(s) and the clause(s) as it (they) read formerly, the date of the coming into force of the Amendment and your rights set forth below.

You may refuse the Amendment and rescind this Agreement without cost, penalty or cancellation indemnity by sending us notice to that effect no later than thirty (30) days after the Amendment comes into force, if the Amendment entails an increase in your obligations or a reduction in our obligations. If you choose to rescind this Agreement, the Cancellation section of this Agreement will apply. Notification of any Amendment will also be posted on the Website at least sixty (60) days in advance of the effective date of the Amendment, unless otherwise required by Applicable Law. The change will take effect on the date indicated in the notice. You are responsible for informing us of any change in your mailing or email address by contacting customer service at 1-888-540-1867, and for checking the Website for such notifications. Notice will be deemed to have been received by you five (5) days after mailing, or the next business day after electronic mail.

Cancellation: You may at any time terminate this Agreement by calling 1-888-540-1867. We may terminate this Agreement at any time, with or without cause. Upon Agreement cancellation, your Card will also be cancelled and you must destroy it immediately. Once the Card is cancelled, a cheque for any remaining Balance, less any outstanding fees and pre-authorized amounts (and, if you cancelled the Agreement, less the Card cancellation fee), will be mailed to you within thirty (30) days from the cancellation date. Despite any termination of this Agreement, you must fulfill your obligations under this Agreement.

Transaction Disputes: If you believe that a transaction on your Card Account is incorrect, you must notify us in writing either by mail or email of your dispute within sixty (60) days of the date of the transaction.

Following your notification, you will need to complete a form and send it to the customer service Team within ninety (90) days of the transaction date. You can obtain a dispute form by calling 1-888-540-1867 and following the prompts for lost or stolen cards. Please note that this form must be received within ninety (90) days of the date of the disputed transaction or you will be deemed to have accepted that transaction.

If there is any dispute in regard to the purchase of goods or services you made using the Card, you agree to settle such disputes with the merchant from whom any such goods or services were purchased. Please ask the merchant for any return policy that may apply to purchases made with the Card. We are not responsible for the delivery, quality, safety, legality or any other aspect of any goods or services you purchase with your Card.

Arbitration (not applicable to residents of Quebec): To the extent permitted by Applicable Law, you agree that any claim or dispute arising out of or relating to this Agreement (i) shall be resolved by final and binding arbitration before a single arbitrator at Vancouver, British Columbia and (ii) shall not be brought through class or individual litigation proceedings. If such a claim is advanced by class proceeding by any other person on your behalf, you will opt out of, or not opt into, such proceedings as circumstances dictate.

Complaints: If you have a complaint or inquiry about any aspect of your Card, first attempt to resolve the complaint or inquiry by calling Sezzle's toll-free customer service number at 1-888-540-1867. If customer service is unable to resolve the complaint or inquiry to your satisfaction, please call us at 1-855-694-6214 or submit your complaint or inquiry through the form found on the Website (http://www.peoplestrust.com/en/about-us/contact/). We will do our best to resolve your complaint or inquiry.

Financial Consumer Agency of Canada

The Financial Consumer Agency of Canada supervises all federally regulated financial institutions, which includes trust and loan companies, for compliance with federal consumer protection laws. Trust and loan companies are legally required to have a complaint-handling process in place. If you have a problem with a financial product or service, you may file a complaint with the responsible trust and loan company directly. If you are not satisfied with how your complaint has been handled or 90 days have passed since you made your complaint, you can escalate the complaint to the following External Complaints Body:

Ombudsman for Banking Services and Investments

20 Queen Street West, Suite 2400

P.O. Box 8

Toronto, ON M5H 3R3

Telephone: 1-888-451-4519 (toll-free)

Email: ombudsman@obsi.ca

Website: https://www.obsi.ca/

If you want to know your rights or need information about the complaint-handling process of a trust and loan company, you may contact FCAC by online form, mail, or telephone. FCAC uses information from consumer enquiries to support its mandate.

Web site: www.canada.ca/fcac

Online form: https://www.canada.ca/en/financial-consumer-agency/corporate/contact-us.html

Phone:

For service in English: 1-866-461-FCAC (3222)

For service in French: 1-866-461-ACFC (2232)

For calls from outside Canada: 613-960-4666

Teletypewriter (TTY): 1-866-914-6097 / 613-947-7771

Video Relay Service: FCAC welcomes Video Relay Service (VRS) calls. You do not need to authorize the relay service operator to communicate with FCAC.

Visit https://srvcanadavrs.ca/en/ to learn more.

Mailing address:

Financial Consumer Agency of Canada

427 Laurier Avenue West, 5th Floor

Ottawa ON K1R 7Y2

Our complaints policy can be found online at: http://www.peoplestrust.com/en/about-us/resolving-your-concerns/.

Personal Information Consent: By applying for, accepting and/or being granted a Card, you consent to the collection, use, disclosure and retention of your personal information by us and our service providers for purposes related to your application for a Card and your use of a Card and as otherwise described below. The collection of such information is necessary for the entering into and performance of this Agreement. If you do not consent to the collection, use, disclosure and retention of your personal information, you may not apply for or use a Card. As explained below, you may withdraw your consent at any time by cancelling your Card and all related services from us.

Collecting Your Personal Information: We and our service providers will collect information about you (e.g., your name, address, telephone number and date of birth) when you apply for a Card and, if a Card is issued to you, we and our service providers will collect information about you and your use of the Card and related services, including information about your Card transactions (e.g., the date, amount and location of each transaction) (collectively, "Cardholder Information"). We and our service providers will collect your Cardholder Information directly from you and from other sources, including third party providers of identity verification, demographic and fraud/money laundering prevention services.

Safeguarding Cardholder Data: We implement safeguards to help protect Cardholder Data in our possession or control from loss, theft, alteration and misuse. The safeguards employed by us to protect your Cardholder Data depend on the sensitivity, amount, distribution, format and storage of the Cardholder Data. Although technologies can make it easier for fraud to occur, we employ around the clock monitoring systems and controls to help detect and prevent fraudulent activity. We also build fraud prevention measures into our due diligence processes and regularly update our fraud detection/prevention methods. While we take precautions to help protect your Cardholder Data from loss, theft, alteration, or misuse, no system or security measure is completely secure. Any transmission of your Cardholder Data is at your own risk and we expect that you will use appropriate measures to protect your Cardholder Data as well.

We maintain physical, electronic and procedural security measures that comply with Applicable Law to help safeguard Cardholder Data.

Using Your Cardholder Information: We and our service providers will use, disclose and retain your Cardholder Information to process your application for a Card (including to verify your identity) and, if a Card is issued to you, to provide you with services relating to your Card (including to administer your Card and to process your Card transactions), to help protect against fraud/money laundering and for legal compliance purposes, to perform and enforce this Agreement, to protect and enforce our legal rights and for other purposes required or permitted by Applicable Law. We will disclose your Cardholder Information to our service providers to assist us to provide services to you and to provide related services to us.

We and our service providers may use and store your Cardholder Information in facilities located in various countries (including Canada and the United States of America). The personal information protection laws of these countries may differ from the laws of the jurisdiction in which you are located, and might permit courts, government, law enforcement and regulatory agencies and security authorities to access your Cardholder Information without notice. The laws on data protection in other jurisdictions to which we may transfer your information may differ from those in your jurisdiction and any personal information transferred to another jurisdiction will be subject to law enforcement and national security authorities in that jurisdiction. Subject to such laws, we will take reasonable steps to maintain protections for your personal information equivalent to those applicable in your jurisdiction. You hereby give your consent to such cross-border transfers (including to the United States) of such personal information to third parties for the purposes set out in this Agreement.

We will use and rely on your Cardholder Information to issue and administer your Card and provide related services. We and our service providers rely on you to ensure that your Cardholder information is accurate, complete and up to date. **You will promptly notify Peoples Trust (by contacting Sezzle customer service at 1-888-540-1867) of any changes to your Cardholder Information or if you discover errors in your Cardholder Information**. You may contact us through the customer service number (or the Website) regarding requests for access to information about you that we have obtained. If such information may only be obtained from providers of identity verification and demographic information, we will inform you of your right of access and correction with respect to the file held by the personal information agent and will indicate the manner in which and the place where you may access to the reports or recommendations and cause them to be corrected, where necessary.

We and our service providers may use your Cardholder Information (including your telephone and mobile telephone numbers and email addresses) to contact you, including by regular and electronic mail, telephone calls (including pre-recorded or artificial voice messages and automatic telephone dialing systems) and instant messaging, regarding your Card and related matters, regardless of whether you incur any long distance or usage charges as a result.

We and our service providers may monitor and record their communications and correspondence with you (including emails, online chats and/or phone calls) for quality assurance, staff training and legal compliance purposes. Peoples Trust and its service providers may also share this information for audit related purposes to ensure that you are receiving the best possible customer service.

Other Uses of Your Personal Information: In addition to the above, if you consent to other third party collecting and using your personal information (including Cardholder Information) for their own purposes (not as our service provider), including to send marketing and promotional messages to you, then we will not have any control over, and will not be responsible or liable for, the collection, use, disclosure and retention of your personal information by the third party, the marketing or promotional messages that they send to you, or any other wrongful act or omission by the distributor or third party.

The restrictions and requirements described above do not apply to Cardholder Information that is aggregated or otherwise de-personalized and can no longer identify you.

Your Right to Access Your Personal Information: You may obtain access to the Cardholder Information we hold about you at any time and review its content and accuracy, and have it amended as appropriate; however, access may be restricted as permitted or required by law. To request access to such information, to ask questions about our privacy policies or to withdraw your consent to the collection, use and disclosure of your Cardholder Information and to cancel your Card and all related services from us, contact customer service at 1-888-540-1867. If you withdraw your consent, we will continue to collect, use, disclose and retain your Cardholder Information for as long as reasonably required to perform services related to the cancellation of your Card, to protect against fraud and for legal compliance purposes, to perform and enforce this Agreement, to protect and enforce our legal rights and for other purposes required or permitted by Applicable Law.

Peoples Trust Company's Privacy Policies: Our general personal information practices are described in our privacy policy, as amended from time to time, available online at: https://www.peoplestrust.com/en/legal/privacy-security/privacy/.

No Warranty of Availability or Uninterrupted Use: FROM TIME TO TIME CARD SERVICES MAY BE INOPERATIVE, AND WHEN THIS HAPPENS, YOU MAY BE UNABLE TO USE YOUR CARD OR OBTAIN INFORMATION ABOUT THE BALANCE ON YOUR CARD. PLEASE NOTIFY US IF YOU HAVE ANY PROBLEMS USING YOUR CARD. YOU AGREE THAT WE ARE NOT RESPONSIBLE FOR ANY INTERRUPTION OF SERVICE.

Assignment: At our sole discretion, we may assign our rights and responsibilities under this Agreement at any time and without notice to you. If we do make such an assignment, then this Agreement will remain binding on you and your heirs, executors, administrators, representatives, successors and permitted assigns.

Third Party Claims: In the event we reimburse you for a transaction dispute claim you have made, or if we otherwise provide you with a credit or payment with respect to any problem arising out of any transaction made with the Card, you are automatically deemed to assign and transfer to us any rights and claims (excluding tort claims) that you have, had or may have against any third party for an amount equal to the amount we have paid to you or credited to your Card. You agree that you will not pursue any claim against or reimbursement from such third party for the amount that we paid or credited to your Card, and that you will cooperate with us if we decide to pursue the third party for the amount paid or credited to you. If we do not exercise our rights under this section, we do not give up our rights to exercise them in the future.

Disclaimer of Warranties: EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT AND EXCEPT FOR ANY APPLICABLE WARRANTIES AVAILABLE UNDER APPLICABLE LAW (INCLUDING THE CONSUMER PROTECTION ACT (QUÉBEC)), WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, WHETHER EXPRESS OR IMPLIED, REGARDING ANY SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

Limitation of Liability: EXCEPT IN QUÉBEC OR EXCEPT AS EXPRESSLY REQUIRED BY THIS AGREEMENT OR APPLICABLE LAW, WE WILL NOT BE LIABLE TO YOU FOR PERFORMING OR FAILING TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT UNLESS WE HAVE ACTED IN BAD FAITH. WITHOUT LIMITING THE FOREGOING, WE WILL NOT BE LIABLE TO YOU FOR DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF ANY GOVERNMENTAL AUTHORITY, NATIONAL EMERGENCIES, PANDEMIC, EPIDEMIC, PUBLIC HEALTH EMERGENCY, COMMUNICABLE DISEASE OUTBREAK, INSURRECTION, WAR, RIOTS, FAILURE OF MERCHANTS TO PERFORM OR PROVIDE SERVICES, FAILURE OF COMMUNICATION SYSTEMS, OR FAILURES OF OR DIFFICULTIES WITH OUR EQUIPMENT OR SYSTEMS. ALSO, WITHOUT LIMITING THE FOREGOING, WE WILL NOT BE LIABLE TO YOU FOR ANY DELAY, FAILURE OR MALFUNCTION ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICE, ANY PAYMENT SYSTEM OR ANY CUSTOMER SERVICE FUNCTION. IN THE EVENT THAT WE ARE HELD LIABLE TO YOU, YOU WILL ONLY BE ENTITLED TO RECOVER YOUR ACTUAL AND DIRECT DAMAGES. IN NO EVENT WILL YOU BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT, OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES.

INDEMNITY: YOU WILL DEFEND, INDEMNIFY AND HOLD HARMLESS PEOPLES TRUST AND PEOPLES TRUST'S SERVICE PROVIDERS, THEIR RESPECTIVE AFFILIATES AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OTHER REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, COMPLAINTS, DEMANDS, INVESTIGATIONS, ACTIONS, SUITS AND PROCEEDINGS BY ANY PERSON, INCLUDING ANY REGULATORY AUTHORITY OR CARD USER (EACH A "THIRD PARTY CLAIM/PROCEEDING") AND ALL RESULTING LIABILITIES AND OBLIGATIONS (INCLUDING DAMAGES, ADMINISTRATIVE MONETARY PENALTIES, FINANCIAL SANCTIONS, SETTLEMENT PAYMENTS, EXPENSES AND COSTS, INCLUDING LEGAL FEES) ARISING FROM, CONNECTED WITH OR RELATING TO ANY OF THE FOLLOWING: (A) THE USE OF A CARD BY YOU OR ANY OTHER PERSON; OR (B) ANY NEGLIGENCE, MISCONDUCT OR BREACH OF THIS AGREEMENT BY YOU OR ANY PERSON FOR WHOM YOU ARE RESPONSIBLE UNDER THIS AGREEMENT OR AT LAW. NOTWITHSTANDING THE FOREGOING, THE INDEMNIFIED PARTIES RETAIN THE RIGHT TO PARTICIPATE (WITH COUNSEL OF THEIR OWN SELECTION AT THEIR SOLE COST AND EXPENSE) IN THE DEFENSE OF AND SETTLEMENT NEGOTIATIONS RELATING TO ANY THIRD-PARTY CLAIM/PROCEEDING.

Website and Availability: Although considerable effort is made to ensure that Peoples Trust's website and other operational and communications channels are available around the clock, we do not warrant these channels to be available and error free at all times. You agree that we will not be responsible for temporary interruptions in service due to maintenance, website changes, or failures, nor will we be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labour disputes and armed conflicts. We will not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses that may affect your computer or other equipment. You agree to act responsibly with regard to the Website and its use. You will not violate any laws, interfere or disrupt computer networks, impersonate another person or entity, violate the rights of any third party, stalk, threaten or harass anyone, gain any unauthorized entry, or interfere with the Website's systems and integrity.

Entire Agreement: This Agreement sets forth the entire understanding and agreement between you and us, whether written or oral, with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings or Agreements with respect to such subject matter.

Governing Law; Submission to Jurisdiction: FOR CARDHOLDERS WHO DO NOT RESIDE IN QUÉBEC: The parties agree that any claim or action brought pursuant to this Agreement will be brought in the exclusive jurisdiction of the courts of British Columbia and this Agreement will be construed in accordance with and governed by the laws of the Province of British Columbia and the laws of Canada applicable therein.

FOR QUEBEC RESIDENTS ONLY: The parties attorn to the jurisdiction of Québec and this Agreement will be construed in accordance with and governed by the laws of the province of Québec and the laws of Canada applicable therein.

English Language (not applicable to Quebec residents): The parties have expressly required that this Agreement, and any communications, other contracts, documents and notices relating to this Agreement be drafted in the English language only. Les parties ont expressément exigé que la présente convention et toute communication, autres contrats, documents et avis qui y sont afférents soient rédigés dans la langue anglaise seulement.

Language (applicable to Quebec residents only): You acknowledge you were offered the choice to enter into this Agreement in French or English. You have selected to enter into this Agreement in English, after being provided with the French version. Therefore, you agree that this Agreement and any document related to it, including notices, will be in English only. *Vous reconnaissez qu'on vous a offert le choix de conclure la convention en français ou en anglais. Vous avez choisi de conclure la convention en anglais, après avoir reçu la version française. Par conséquent, vous acceptez que la convention et tous les documents qui s'y rattachent, y compris les avis, soient en anglais seulement.*

Section Headings: Section headings in this Agreement are for convenience of reference only and will not govern the interpretation of any provision of this Agreement.

Severability: If any of the terms of this Agreement are invalid, changed by Applicable Law or declared invalid by order of court or regulatory authority, the remaining terms of this Agreement will not be affected, and this Agreement will be interpreted as if the invalid terms had not been included in this Agreement.

Contact Information: If you have any questions about the Card, or need to report a lost or stolen Card, you may call customer service at 1-888-540-1867 or emailing us at support@sezzle.com. You may also reach Peoples Trust Company at +1 (855) 649 6214 or write to: 888 Dunsmuir St #1400, Vancouver, BC V6C 3K4 Canada.

*Visa Int./Peoples Trust Company, Licensed User.