Merchant Subscription Addendum

Last Update: March 7, 2024

The undersigned party ("**Merchant**") and Sezzle Canada Corp. ("**Sezzle**") (collectively the "**Parties**", or individually as "**Party**") have or are simultaneously herewith entering into the Sezzle Merchant Agreement provided online by Sezzle at https://legal.sezzle.com/merchant/en-ca/ ("**Merchant Agreement**"). In consideration of the foregoing and the mutual promises contained herein, and further consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree to the terms of this Merchant Subscription Addendum ("**Addendum**") which is incorporated into the Merchant Agreement and serves to supplement the terms therein. Capitalized terms used but not defined herein shall have the meanings given in the Merchant Agreement. Notwithstanding anything to the contrary in the Merchant Agreement, the Parties hereby agree that this Addendum shall amend the Merchant Agreement as follows:

ARTICLE 1 — SEZZLE PRO SUBSCRIPTION

- **Sezzle Pro. "**Sezzle Pro" is an annual, automatically renewing subscription that provides Merchant with the following benefits and services. Sezzle Pro is subject to Article 3 (Subscription Terms) and Sezzle's eligibility requirements. Sezzle reserves the right to change the subscription offerings with notice.

    1. **No Monthly Minimum Processing Fee**. Under Section 5.2 of the Merchant Agreement, Sezzle reserves the right to charge Merchant a $15 monthly minimum processing fee ("Minimum Fee") if Merchant fails to process $300 USD in order volume per month using Sezzle Services. While Merchant has an active Sezzle Pro subscription, Sezzle will not charge this Minimum Fee.

2. **Payment Processing Fee Discount**. While Merchant has an active Sezzle Pro subscription, Merchant is eligible for a fee discount of six tenths of a percent (0.6%) on the payment processing fee, provided that the lowest possible payment processing fee is 5.5% plus 30¢ per transaction. This discount may take up to three (3) Business Days to take effect. If, in Sezzle's sole discretion, Merchant has a high loss rate, Sezzle reserves the right to waive this payment processing fee discount and assess the payment processing fee established in Section 5.2 of the Merchant Agreement or as otherwise expressly agreed to in a writing signed by both Parties. Furthermore, once the Sezzle Pro subscription is terminated (included for any reason), the payment processing fee will change to the fee established in Section 5.2 of the Merchant Agreement or as otherwise expressly agreed to in a writing signed by both Parties.

3. **Support Response Time**. While Merchant has an active Sezzle Pro subscription, Sezzle will provide its initial response to Merchant's support requests within one (1) Business Day of receipt.

4. **Marketing Package Discount**. While Merchant has an active Sezzle Pro subscription, Merchant may purchase advertising placements in the Sezzle app at a twenty-five percent (25%) discount.

5. **Payouts**. While Merchant has an active Sezzle Pro subscription, funds from Sezzle transactions will typically settle into Merchant's external bank account within one Business Day after Sezzle receives notification of order capture. However, this settlement time may be longer in some cases, such as due to risk decisions, delayed shipment, made-to-order products, excessive disputes levels, or settlements to bank accounts outside of Canada. Orders placed after midnight GMT are considered as orders placed on the next Business Day for settlement purposes. Sezzle has no control over the time it takes for Merchant's Bank to make these funds from Sezzle transactions available to Merchant.

- **Eligibility Requirements.** Sezzle Pro is available to Merchants that: (i) have an annual online revenue less than the threshold set by Sezzle, and (ii) use an approved ecommerce platform. Sezzle reserves the right to change these eligibility requirements without notice.

ARTICLE 2 — INTEGRATION SUPPORT SUBSCRIPTION

- **Integration Support.** "Integration Support" is an annual, automatically renewing subscription provides Merchant with the following benefits and services. Integration Support is subject to the subscription terms provided in Article 3 and Sezzle's eligibility requirements. Sezzle reserves the right to change the subscription offerings with notice.

    1. **Initial Integration Support**. With an active Integration Support subscription, a Merchant obtains one-time support to setup the Sezzle gateway for one website. This one-time support comprises of a scheduled call with a support technician that will:

- Assist Merchant through setting up the Sezzle gateway, which includes either talking the Merchant through setting up the Sezzle gateway and/or using collaborator access, when granted, to setup the Sezzle gateway.

- Assist Merchant through merchant account setup, such as adding a bank account or setting up a refund reserve.

- **Sezzle App Support**. While Merchant has an active Integration Support subscription, Sezzle will complete any Sezzle app updates for one website, provided that Merchant has granted Sezzle collaborator access to do so.

- **Eligibility Requirements.** Integration Support is available to Merchants that: (i) have an annual online revenue less than the threshold set by Sezzle, and (ii) use an approved ecommerce platform. Sezzle reserves the right to change these eligibility requirements without notice.

ARTICLE 3 — SUBSCRIPTION TERMS

3.1 Merchant Subscriptions. Sezzle Pro and Integration Support are Sezzle merchant subscriptions ("Merchant Subscriptions"). Merchant Subscriptions are subject to Sezzle's discretion and geographic availability, which is limited to the United States and Canada. Merchant Subscriptions are automatically renewing and offered for annual intervals. The price for Merchant Subscriptions will be displayed at the time of sign-up. A Merchant Subscription is not active until the subscription payment has been captured.

By signing up for any Merchant Subscription and providing Sezzle with payment account information, Merchant agrees that: (a) Merchant will be charged the first Merchant Subscription fee and any applicable taxes on the date of purchase; (b) Merchant authorizes Sezzle and its service providers to store Merchant's payment method for the purpose of executing future Merchant Subscription auto-renewal transactions; (c) UNLESS CANCELLED MORE THAN TWO BUSINESS DAYS BEFORE RENEWAL, THE MERCHANT SUBSCRIPTION WILL BY DEFAULT AUTOMATICALLY RENEW AT THE END OF THE THEN-CURRENT SUBSCRIPTION PERIOD; and (d) AT THE TIME OF RENEWAL, SEZZLE WILL AUTOMATICALLY CHARGE THE THEN-CURRENT SUBSCRIPTION FEE AND ANY APPLICABLE TAXES TO ANY ELIGIBLE PAYMENT METHODS THAT SEZZLE HAS ON FILE FOR MERCHANT. RENEWAL OF THE MERCHANT SUBSCRIPTION AND ASSOCIATED CHARGES WILL OCCUR ON THE AGREED UPON RENEWAL DATE SHOWN IN THE INTRODUCTION EMAIL UPON JOINING OF THE MERCHANT SUBSCRIPTION OR WITHIN UP TO TWO (2) BUSINESS DAYS AFTER THE SUBSCRIPTION RENEWAL DATE.

3.2 Updates and Changes. Sezzle reserves the right to change Merchant Subscription fees, benefits, and terms. If Sezzle makes any of these changes to a Merchant Subscription, such changes will be effective at the time of sign-up or the next-scheduled subscription renewal date, as applicable, unless Merchant cancels such Merchant Subscription pursuant to Section 3.3.

3.3 Cancellations. Merchant can cancel a Merchant Subscription at any time by request through merchant support at merchantsupport@sezzle.com. Merchant must cancel at least two (2) Business Days before the next-scheduled subscription renewal date to avoid being charged for the next subscription period. If the Merchant Subscription is cancelled for any reason (including without limitation cancellation by Sezzle as noted in Section 3.4), Merchant will not receive a refund.

3.4 No Transfer or Assignments & Cancellations by Sezzle. Merchant Subscriptions cannot be transferred or assigned. Sezzle reserves the right to accept, refuse, suspend, or cancel your Merchant Subscription at any time in its sole discretion. Without limiting the foregoing, Sezzle reserves the right to terminate a Merchant Subscription if Merchant violates the terms of the Merchant Agreement or this Addendum, disengages with the Sezzle gateway, closes its Sezzle account, or terminates its relationship with Sezzle.

ARTICLE 4 — TERM AND TERMINATION

- **Term.** Unless terminated earlier pursuant to the terms of this Addendum, the "Term" of this Addendum shall be from the last signature date below ("**Effective Date**") and shall remain in effect while Merchant has an active Sezzle Pro and/or Integration Support subscription ("**Term**").

- **Termination.** See Section 3.3 for Merchant's ability to cancel any Merchant Subscription. Sezzle may cancel a Merchant Subscription or terminate this Addendum in its sole discretion upon written notice to Merchant.

ARTICLE 5 — LIABILITY

5.1 No Warranty. Section 11.8 (NO WARRANTY) in the Merchant Agreement applies to the Merchant Subscriptions provided in this Addendum. For avoidance of doubt, THE SEZZLE SERVICES AND MERCHANT SUBSCRIPTIONS PROVIDED IN THIS ADDENDUM ARE PROVIDED "AS IS" AND WITHOUT REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. SEZZLE, OUR PARENT, AND AFFILIATES, AND ALL THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES, AND SUPPLIERS, SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

5.2 Limitations of Liability. THE MERCHANT SUBSCRIPTIONS AND SERVICES DETAILED IN THIS ADDENDUM ARE SEZZLE SERVICES THAT ARE SUBJECT TO ALL OF THE PROVISIONS PROVIDED IN SECTION 11.7 (LIMITATIONS OF LIABILITY) OF THE MERCHANT AGREEMENT. FURTHERMORE, SEZZLE SHALL NOT BE RESPONSIBLE TO MERCHANT OR HAVE ANY LIABILITY FOR ANY DAMAGE (INCLUDING WITHOUT LIMITATION SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGE), LOSS, LIABILITY, OR EXPENSE INCURRED IN CONNECTION WITH THE SERVICES AND/OR GUIDANCE PROVIDED IN CONNECTION WITH THE INTEGRATION SUPPORT SUBSCRIPTION (HOWEVER ARISING, INCLUDING NEGLIGENCE), TO THE EXTENT PERMITTED BY APPLICABLE LAW. Merchant acknowledges that Sezzle has no control over many factors that may impact the performance or functionality of Merchant's website, including third-party actions, technological advancements, and changes in industry standards. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL SEZZLE BE RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, LIABILITY, OR EXPENSE IN CONNECTION WITH THE FOLLOWING: (i) THE FUNCTIONALITY OR PERFORMANCE OF THE MERCHANT'S WEBSITE; (ii) ANY ERRORS, OMISSIONS, OR INACCURACIES ON MERCHANT'S WEBSITE CONTENT OR FUNCTIONALITY; (iii) ANY MALFUNCTIONS, TECHNICAL ISSUES, OR DOWNTIME OF MERCHANT'S WEBSITE; OR (iv) ANY LOSS OF DATA, PRIVACY INCIDENTS, OR SECURITY VULNERABILITIES.

ARTICLE 6 — MISCELLANEOUS

6.1 General. Nothing in this Addendum shall limit or otherwise impair Sezzle's rights under the Merchant Agreement. All terms and conditions in the Merchant Agreement shall be and remain in full force and effective, except as expressly modified herein. Any changes to the terms and conditions of this Addendum must be in writing and signed by both Parties.

6.2 Entire Agreement. This Addendum and the incorporated Merchant Agreement hereto set forth the entire understanding of the Parties with respect to the subject matter hereof and supersede any and all prior agreements, arrangements or understandings relating to the subject matter hereof between Sezzle and Company. This Addendum shall not be amended in any regard except upon written agreement dated subsequent to this Addendum and signed by both Parties.

6.3 Counterparts. This Addendum may be executed in multiple counterparts, each of which when taken together shall constitute one Addendum as executed.