Sezzle User Agreement

Last update: April 27, 2026; Effective date: May 4, 2026

PLEASE READ THE TERMS OF THIS USER AGREEMENT ("Agreement") CAREFULLY. BY ACCESSING THE SEZZLE WEBSITE OR USING SEZZLE SERVICES, YOU AGREE TO BE BOUND BY: 1) THIS SEZZLE USER AGREEMENT (INCLUDING THE DISCLOSURES MADE TO YOU WHEN YOU PLACE AN ORDER, AS SET OUT IN THE DISCLOSURE STATEMENT SENT TO YOU AFTER YOU COMPLETE YOUR ORDER); 2) THE ACCEPTABLE USE POLICY; 3) THE ELECTRONIC COMMUNICATIONS DELIVERY POLICY; 4) PRIVACY POLICY; 5) IF TO THE EXTENT AGREED UPON THE SEZZLE PREMIUM SUBSCRIPTION TERMS; AND 6) IF TO THE EXTENT AGREED UPON THE SEZZLE LOYALTY TERMS, ALL OF WHICH ARE HEREBY INCORPORATED HEREIN BY REFERENCE. BY USING THE SEZZLE SERVICES AND AGREEING TO THIS AGREEMENT, YOU CONSENT TO RECEIVE INFORMATION FROM US AND CONDUCT TRANSACTIONS RELATED TO THE SEZZLE SERVICES ELECTRONICALLY.

IF YOU DO 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. YOU SHOULD PRINT A COPY OF THIS AGREEMENT FOR YOUR RECORDS.

This Agreement is between Sezzle Canada Corp. (“Sezzle”) and you, and it governs your use of this site ("Website"), your use of the Sezzle Service as described below, and your access to your Sezzle Account information and service through the Website (together, the "Sezzle Services" or "Services"). Unless otherwise specified, this Agreement applies to you as though you are residing in Canada, regardless of where you are residing internationally. Under this Agreement (which is considered as a “delegation of payment” in Quebec), Sezzle has granted you the right to defer payment for goods and/or services that you have purchased. You agree to pay us in accordance with the terms of this Agreement. Using the Sezzle Services means that you have accepted all of the terms and conditions contained in this Agreement and the agreements on the Legal Agreements page including the Privacy Policy, the Acceptable Use Policy, and the Electronic Communications Delivery Policy. You should read all of these terms carefully before creating a Sezzle Account or using the Sezzle Services. You acknowledge that each time you use the Sezzle Service or access our website, you may be prompted to accept any updated versions of this Agreement, as applicable.

1. The Agreement

1.1 The Parties to this Agreement.

This Agreement describes the terms between Sezzle ("we", "us" or "our") and you ("you", "your", "User", "Sezzle User") for the financing (in Quebec, the deferred payment) provided by Sezzle, the creditor, to you for the goods and/or services you purchased from the retail or online merchants that offer Sezzle as a payment method (“Sezzle Authorized Merchant” or “Merchant”). Through this Agreement, Sezzle has extended you financing and the right to defer payment for the goods and/or services you have purchased. You agree to pay us pursuant to the terms of this Agreement.

1.2 Changes to this Agreement.

NOT APPLICABLE TO QUEBEC RESIDENTS: Sezzle may unilaterally decide to change this Agreement from time to time, to the extent permitted by applicable law. Such changes may include changes to payment frequency, reactivation fees, rescheduling fees, interest rates, loyalty programs and promotions, payment method procedures, and your credit limit. Where required by law, we will provide notice before an amendment comes into effect, which may include details of the amended clause and we may allow you to cancel this Agreement as set out in the applicable notice. You accept and agree to the changes to this Agreement by continuing to use Sezzle services. Accordingly, please review this Agreement on a periodic basis. If you do not accept any amendment to the Agreement, you must cease using the Services immediately. Notwithstanding the foregoing, if you are located in a jurisdiction at the time at which this Agreement is entered into that requires your consent to any changes to this agreement, any such changes with respect to the services provided by Sezzle or your obligations under this Agreement will not take effect until you have provided affirmative consent to such changes.

If you reside in Quebec, we will notify you of any changes to this Agreement by e-mail. Any provision of this Agreement may be amended unilaterally. We will notify you at least 30 Days before the amendment comes into force, by a written notice drawn up clearly and legibly, setting out exclusively the new clause, or the amended clause and the clause as it read formerly, the date of the coming into force of the amendment and your right to terminate this Agreement. Your continued access to this website or use of the Services constitutes your acceptance of the modified terms. At our discretion, we may also ask you to confirm your acceptance of this Agreement by electronic click. If you do not agree to the changes, you must stop using the Services and accessing the website. You must also terminate this Agreement by closing your Sezzle account. Please follow the instructions in your profile to close your Sezzle account. If the amended terms result in an increase in your obligations or a decrease in Sezzle's obligations, you may send us a notice thirty (30) Days after the amended terms come into effect to indicate your rejection of the amended terms and to request termination of this Agreement by closing your Sezzle account. Your Sezzle account will be closed without charge or penalty upon receipt of this notice.

1.3 Your Eligibility.

To be eligible to use the Services, you must be a resident of Canada, the age of majority in your province or territory of residence, and fully competent to enter into this Agreement and comply with its terms. You represent and warrant that you are eligible to use the Services.

2. What is Sezzle?

2.1 The Sezzle Service.

Sezzle is a payment processing platform designed to allow Users to finance (in Quebec, defer payment) and buy products from merchants today and pay for them later, through a down payment followed by installment payments (“Order”). To start using Sezzle, you need to open a Sezzle Account.

2.2 Your Promise to Pay.

Before completing any transaction on your behalf through any Sezzle Services, Sezzle will secure your promise to pay for each Order by disclosing all terms and conditions applicable to that Order and securing your affirmative consent to those terms for that Order, including your promise to pay the amount of the goods and services financed by the Sezzle Authorized Merchant or Sezzle (“Promise to Pay”). When you submit an Order and Promise to Pay, these terms are not binding on Sezzle until accepted by Sezzle. Sezzle's acceptance of your Promise to Pay will be evidenced by return e-mail from Sezzle to your e-mail address indicating that your Order and related financing has been approved.

By accepting this Agreement and confirming the financing of any purchases (in Quebec, the deferred payment) through the Sezzle Authorized Merchant or Sezzle, you give us the right to collect any unpaid portions of the financed purchase. Unless you are a Quebec resident, all User fees incurred from account reactivation and rescheduled payments are solely for the purpose of: (i) keeping your Sezzle Account active; and (ii) you requesting to reschedule a payment, neither fee is required as part of your Promise to Pay. Sezzle does not charge fees for account reactivation and rescheduling payments where prohibited by law.

2.3 Cost of Credit Disclosure Requirements.

Depending on your province or territory of residence, this Agreement and your Promise to Pay may constitute a credit agreement. The cost of credit under this Agreement is always $0.00. The total annual percentage rate associated with this Agreement is always $0.00. Other information regarding the terms of your credit agreement, such as timing of payments, and the nature and amount of payments due will be disclosed to you before you consent to the terms of your Order and make your Promise to Pay. You are entitled to prepay the full outstanding balance that you owe Sezzle for the Sezzle Services at any time without any prepayment charge or penalty, and you are entitled to make partial payments without penalty on any scheduled payment date or at least monthly. In the event you elect to either (i) reactivate your Account (if your Account was closed by us) or (ii) request to delay your Payment Schedule up to a maximum of two weeks, you may be subject to a fee as further described in your Disclosure Statement and Section 6 hereof. Such fees do not apply in Quebec. This Agreement and your Promise to Pay to not constitute a credit agreement in Quebec.

2.4 Your Account.

To become a User of the Sezzle Services, you must create a Sezzle User Account (aka “Sezzle Account” or “your Account”). By opening a Sezzle Account and accepting the terms as outlined in this Agreement, you attest that you are establishing your Account to enable yourself to finance the purchase of goods and services from Sezzle Authorized Merchants.

2.5 Account Security and First Time Activation.

Sezzle does not charge to activate an account for the first time.

Sezzle identifies User Accounts by the mobile phone number linked to the User Account. We use 2-factor authentication to secure your Account. The first factor is a Personal Identification Number or PIN. This number is created by you and can be changed at any time in your Account Profile. The second factor we use is a One Time Password ("OTP") sent via Short Message Service ("SMS") text to your mobile phone number. The OTP proves that you have possession of your mobile phone number and the device you are using with Sezzle Services. Sezzle uses device identification techniques and algorithms to remove the need for the OTP when we recognize a previously identified and approved device.

To create a Sezzle User Account, we require that you provide us with your mobile phone number and prove that you have possession of that device by entering an OTP. We then ask you to create a PIN and identify yourself. User identification properties that we ask for include, but are not limited to, first and last name, address, and date of birth. You agree to provide your mobile phone number and ensure that we have your current mobile phone number. You confirm that you hold the mobile phone number you have entered or that you have the Sezzle User Account holder's permission to use the service.

BY PROVIDING YOUR MOBILE PHONE NUMBER TO US, YOU PROVIDE YOUR PRIOR EXPRESS CONSENT FOR US AND OUR SERVICE PROVIDERS TO SEND SEZZLE OTP TEXTS TO YOUR NUMBER USING AN AUTODIALER FOR PURPOSES RELATED TO ADMINISTRATION OF THE SERVICES.

2.6 Sezzle's Role in the Order.

Sezzle is not engaged in the sale of any goods or services financed by Sezzle. Sezzle does not have control of, or liability for, the products or services financed through the Sezzle Services. We provide a service that allows you to finance (in Quebec, defer payment) of your purchase from Sezzle Authorized Merchants. If you have a dispute with a Sezzle Authorized Merchant, Sezzle provides a dispute resolution service in the Sezzle Account dashboard to aid in your dispute process.

2.7 Canceling Transactions.

a. All requests for Orders and Services through Sezzle are subject to approval by Sezzle, at our discretion. We may choose not to approve an Order or provide financing for a product to you, or we may cancel an approved Order before the goods or services are delivered or supplied, if: (i) we reasonably consider such cancellation necessary in order to: (A) protect the integrity of our systems or the products; (B) prevent fraud; (C) limit the risk of money laundering or terrorism financing; or (D) otherwise protect us against legal, regulatory or non-payment risk; (ii) you do not pass our verifications or checks; (iii) we suspect, or are aware, that you have breached this Agreement in a material respect (including by failing to make any payment due under this Agreement on the payment due date); or (iv) we otherwise reasonably consider the Order or request for financing to be suspicious.

b. If we cancel an approved Order or request for financing: (i) we will apply a full refund of any amounts you have paid to us to your bank account or card used for payment, and will cancel any future payments related to that Order; and (ii) you will have no obligation to make any further payments to us, and will not have any other ongoing relationship with us, with respect to that Order. Further, should we cancel an approved Order or request for financing, the Merchant will not be obliged to deliver the goods for that Order, unless required to do so by law. If you wish to proceed with the purchase from the Sezzle Authorized Merchant, the Sezzle Authorized Merchant may accept an alternative payment method in its discretion, or if required to do so by law.

2.8 Automatic Payments.

By agreeing to these terms and conditions, you authorize and direct Sezzle to make preauthorized electronic fund transfers from your designated account or payment device.

a. Payment Schedule. Once we approve the financing (in Quebec, deferred payment) for your Order, you will receive an email from us with confirmation of receipt of your Order, your Promise to Pay and a Disclosure Statement, which includes your Payment Schedule. This email is confirmation that you have entered into a credit agreement (in Quebec, a deferred payment agreement) with Sezzle and you have agreed to make the regularly-scheduled electronic payments for personal purposes. You agree to make payment(s) in accordance with the Payment Schedule. You may prepay the full outstanding balance or make early payments through your Sezzle Account without any penalty; otherwise, Sezzle will automatically process payments in accordance with the due dates and amounts stated on the Payment Schedule. If any prepayment causes your final payment to be less than the amount under the Payment Schedule, we will charge you the lesser amount. You authorize Sezzle to process such payments using the payment method details provided by you ("Payment Method"). If an Automatic Payment or manual payment fails on any of the dates specified in your Payment Schedule, Sezzle reserves the right to re-attempt to process the payment at a later time(s) or date(s). An 'Automatic Payment' is a payment, through the Payment Method you have chosen, that we will automatically process and collect. This 'Payment Method' can be a bank account or payment card. This Payment Method can be charged on a sporadic or regular basis in agreed upon amounts as outlined in your Payment Schedule. You will have the option to select a preferred Payment Method when your Sezzle Account is being created. You can update or change your preferred Payment Method at any time via your Sezzle Account. You agree that where the amount and/or payment frequency is sporadic, a password, electronic code or signature, or your instructions for a transaction will constitute valid authorization for us to debit your designated bank account, in each case, for the transaction amount and other charges, if any, on the dates such amounts become due and owing (or, if such date is on a weekend or a statutory holiday, on the next business day). **You agree to waive pre-notification of the date and the amount of the first PAD and any payment amounts and the dates on which debits will be processed as well as notice of any future changes to the amounts or payment dates. You also agree that a confirmation of PAD will be provided to you within 5 Days after the first PAD.**

b. Authorization. Subject to the other terms of this Agreement, you hereby expressly consent to, authorize and instruct Sezzle to process and collect Automatic Payment amounts using any Payment Method on file, beginning with your preferred Payment Method for the amounts and on those scheduled dates set out in your Payment Schedule. You acknowledge that you are giving us the ability to collect or reverse variable payment amounts from or to this bank account or payment device, in accordance with your Payment Schedule and the terms of this Agreement. You authorize us to satisfy any monetary liability you owe us by:

1. Processing and collecting the payment using any of your preferred Payment Methods on file with us at a later time(s) or date(s);

2. Processing and collecting the payment using any other Payment Method which you have provided details of;

3. Offsetting the payment amount against any amounts we may owe to you; or

4. Any other legal means.

You warrant and guarantee that all persons whose signatures are required to sign on the designated bank account have authorized this PAD agreement and have the necessary right, power and authority to authorize debits from the designated bank account.

c. Sufficient Funds Required. You are responsible for ensuring that you have sufficient funds in your bank account or payment card available to make Automatic Payments on the dates specified in your Payment Schedule. Unless you are a Quebec resident, you are liable for any fees or charges imposed by your Payment Method, except to the extent that such fees or charges arise as a result of our error or system failure. If you cannot make a payment or know that you have insufficient funds, you must provide us reasonable notice of 3 Business Days to change the payment method or payment date.

d. Error Correction. If we make an error, you must notify us within 60 Days of receiving your statement from us. If we are timely notified, we will correct the error and reimburse you any fees or charges imposed as a result of our error or system failure. To file a claim, email support@sezzle.com. Please provide us with a copy of the relevant records so we can locate your account and identify the issue.

e. EFT Payments. You understand that payment authorizations on your bank account shall remain in full force and effect until Sezzle has received written notification from you of its termination at least 3 Business Days prior to the payment date. **To revoke your payment authorization, you must contact ach_revocation@sezzle.com at least three (3) Business Days prior to the scheduled payment date.** You may obtain a sample cancellation form, or more information on your right to cancel a PAD Agreement at your financial institution or by visiting www.payments.ca. We may also cancel this PAD Agreement on not less than three (3) Business Days' notice to you. This only applies to EFT payments from your bank account.

f. Rights of Dispute. If you are a Canadian resident, you may dispute a Pre-Authorized Debit in accordance with the Rules of Payments Canada at: https://www.payments.ca/systems-services/rules-documentation under the following conditions: (i) the pre-Authorized Debit was not drawn in accordance with your authorization contained herein; or (ii) you have revoked its authorization hereunder. In order to be reimbursed, a declaration to the effect that an event specified above took place must be completed and presented to the financial institution holding your account up to and including ninety (90) Days after the date on which the pre-authorized debit in dispute was posted to your account. Any claim made after ninety (90) Days or for any reason other than those set out above must be resolved solely between you and Sezzle. You acknowledge that Sezzle may dispute the validity of any claim for reimbursement by you under this section and that any such dispute shall be resolved solely between you and Sezzle.

g. Recourse and Reimbursement. If you are located in Canada, you hereby acknowledge and confirm that you have certain recourse rights if any debit does not comply with this Agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this Agreement. To obtain more information on your recourse rights, you may contact your financial institution or visit www.payments.ca.

h. Validation by Processing Financial Institution. You acknowledge that your financial institution is not required to verify that any purpose of payment for which a pre-authorized debit has been issued has been fulfilled by us or that a pre-authorized debit has been issued in accordance with the particulars of this Agreement, including, without limitation, the frequency and amount of the pre-authorized debits authorized under this agreement, as a condition to honoring a pre-authorized debit issued by us on the account you have provided us.

2.9 Account Deactivation and Reactivation.

If you have outstanding amounts owed to us for an Order that have not been paid according to your Payment Schedule, as adjusted for any payments rescheduled that we agreed to, and that payment failure continues for more than 2 Days after the date the payment was due, then we have the right to deactivate your Sezzle Account. Upon deactivation, you will still have access to your Sezzle Account; however, you will not be able to make additional purchases using Sezzle's Services until you have reactivated your Sezzle Account. After deactivation, you are still required to make payment for each Order according to your Payment Schedule and this Agreement. You can reactivate your Sezzle Account by voluntarily paying us: (i) all unpaid payments owed to us for each Order according to your Payment Schedule, as adjusted; and (ii) except if you are a Quebec resident, any outstanding Account Reactivation Fees. We will attempt to process Failed Payments and collect any related Account Reactivation Fees by using the payment methods you have provided us. If we successfully process all existing Failed Payments and Account Reactivation Fees, your Sezzle Account will then be returned to an active status. Where prohibited by law, Sezzle does not charge fees for account reactivation and rescheduling payments.

2.10 Authorization to Credit Your Account.

In some cases, such as a refund or a service credit, Sezzle may be required to submit a payment to your bank account or card on file. You grant Sezzle the right to perform these payments to your account(s) on file with us.

3. Using Sezzle

3.1 Purchases.

You can use Sezzle to pay for purchases of goods and services from Sezzle Authorized Merchants by using Sezzle functionality on Sezzle Authorized Merchant sites and interfaces. Payment mechanisms for your down payment and installment payments may include but are not limited to, bank accounts, credit cards, and debit cards. If a bank account is used as your selected payment method, you are requesting an electronic transfer from your bank account. For these transactions, Sezzle will make electronic transfers from your bank account in the amount you specify. You agree that you grant authorization to Sezzle to make the transfers from any of your bank account(s), debit card(s) and/or credit card(s) to fulfill your down payment, installment payments (as may be adjusted), a missed or failed payment, and Account Reactivation Fee payments. You give Sezzle the right to resubmit any transaction you authorized that is returned for insufficient or uncollected funds or any other reason.

3.2 Purchase Size Limits.

We may, at our discretion, impose limits on the amount of money you can use to purchase goods or services through the Sezzle Services.

3.3 Refused and Refunded Transactions.

When you make a purchase with Sezzle, the Sezzle Authorized Merchant is not required to accept your payment. You agree that you will not hold Sezzle liable for any damages resulting from a Sezzle Authorized Merchant's decision not to accept a payment made through Sezzle. Any unclaimed, refunded or denied payment will be returned to the original Payment Method. We will return any unclaimed payment to you within 30 days of the date you initiated payment.

3.4 Payment Review.

Payment Review is a process by which Sezzle reviews certain potentially high-risk transactions. If a payment is subject to Payment Review, Sezzle will place a hold on the payment and provide notice to you 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 you and the Merchant. Otherwise, Sezzle will cancel the payment and the funds will be returned to the User.

3.5 Contact Sezzle.

If you have concerns or questions with your account, please contact support@sezzle.com. You must also open a Dispute within 180 Days of the date you sent the payment. If you have received a recovery related to such purchase from another source, you are not allowed to additionally receive recovery with Sezzle.

Unauthorized Transactions: If your problem is a Sezzle transaction that you did not Authorize, please contact Sezzle at support@sezzle.com to report the unauthorized transaction.

All Other Transactions: For Sezzle to help you, you must have an Account in good standing, have purchased the item with Sezzle, and be on time with all installment payments to date.

3.6 Dispute Management.

Sezzle encourages Users to communicate with Merchants directly to manage any purchase disputes. Sezzle Services provides a dispute management system within the User Account portal to enable better communications with Sezzle Authorized Merchants. Sezzle is not a party to any purchase dispute. Our role in disputes is limited to creating a communications and dispute management portal for User and Merchant Accounts.

3.7 Bank Accounts.

When you log into your bank account to connect your bank account(s) to your Sezzle Account, Sezzle will store information related to all accounts connected to this bank connection. Sezzle reserves the right to initiate payments and withdraw funds from any bank account(s) on file at any time in order to collect all payments, including delinquent payments. Accounts include saving accounts and non-primary checking accounts.

3.8 Virtual Card Program.

Sezzle offers a virtual card ("Virtual Card") for users to request access to funds as provided herein (the "Virtual Card Program"). The Virtual Card is issued by Peoples Trust Company ("PTC") to Sezzle (the "Business Cardholder") pursuant to a license from Visa International Incorporated, and you will be considered an "Authorized User" for the purposes of making Virtual Card transactions. You do not own the funds on the Virtual Card. You have no right to instruct PTC to fund Virtual Card transactions. Any funds that Business Cardholder may make available to you to spend are governed by this Agreement. PTC is not a party to this Agreement and is not bound by its terms. If we, as Business Cardholder, have not sufficiently funded the Virtual Card in advance of any Virtual Card transactions, the transaction will be declined.

As Authorized User, you are not a PTC customer. You have no recourse against PTC or any third parties that manage the Virtual Card program. We or PTC may decline certain transactions or deactivate the Virtual card at any time, in our or their discretion.

PTC does not charge Authorized Users any fees for the use of the Virtual Card. Your liability for any amounts paid to settle Virtual Card transactions is subject to this Agreement.

We may share your personal information with PTC for the purpose of providing a virtual card to you. Any personal information PTC receives will be held subject to PTC's terms and policies. PTC's general personal information practices are described in their Privacy Policy, as amended from time to time, available online at http://www.peoplestrust.com/en/legal/privacy-security/privacy/.

You are not authorized to use any Virtual Card number provided in the Service for any purpose other than the purchase for which you requested funds. We do not support the use of Virtual Cards for certain goods or services or at stores offering certain types of goods or services, as governed by Sezzle's Acceptable Use Policy. Virtual Card is not eligible for protection under any zero-liability policy. You cannot use the Virtual Card to access cash, including ATM withdrawals.

3.9 Sezzle Up Member Specific Terms.

1. Sezzle Up Users receive added benefits such as a visible Sezzle limit, increased limit in some instances and the ability to shop at stores exclusive to Sezzle Up Users.

2. In consideration for these benefits, the Sezzle Up User: (a) formally consents to Sezzle reporting their payment behavior to a credit bureau and/or credit reporting agency (*See section 4.2 for details on credit reporting.*); and (b) agrees to provide a bank account or other approved method of payment.

3. Sezzle reserves the right to terminate, remove or restrict benefits if the User removes their bank account, or other approved method of payment, or sets another payment method as primary.

3.10 Sezzle Spend Specific Terms.

From time to time, Sezzle may provide you, at its sole discretion, promotional credit called “Sezzle Spend”. PARTICIPATION IN THE PROMOTION IS FREE. To participate in Sezzle Spend, Users must have an activated Sezzle Account. Sezzle Spend amounts expire as stated in the promotion, but in no event longer than 3 months from date of grant and are only available for use with designated Merchants. Sezzle Spend amounts are non-refundable, non-transferrable, cannot be applied to existing balances, and cannot be redeemed for cash. If we suspend or terminate your Sezzle Account, any Sezzle Spend credits in your Account are non-refundable and deemed forfeited. Sezzle reserves the right to i) transfer Sezzle Spend between and among Merchants at its discretion; and/or ii) terminate the Sezzle Spend program at any time.

4. Credit Analysis and Reporting

4.1 “Hard Checks” and Sezzle's Effect on Your Credit Score.

Sezzle's standard offering should not have a negative effect on most credit scores. We do not perform "Hard Checks" or "Hard Pulls" on your credit files.

4.2 Credit Reporting.

Sezzle seeks to financially empower its users by allowing you to elect to enroll in Sezzle Up. Sezzle Up reports your transactions to credit agencies. Establishing a history of timely payments on financial obligations is generally positive for your credit history. We do not report to credit bureaus unless you join Sezzle Up. When you join Sezzle Up, we must report both positive and negative results to these bureaus. Do not join Sezzle Up if you are unable to meet your financial obligations on time. You can terminate your enrollment in Sezzle Up at any time by closing your Sezzle account; however, Sezzle is required to continue reporting about you, and Sezzle cannot delete negative reports.

A credit report may be requested in connection with your application to use Sezzle or in connection with this Agreement. You give us and our agents, successors, and assigns permission to access your credit report in connection with any transaction, or extension of credit, and on an ongoing basis, for the purpose of reviewing this Agreement, taking collection action on this Agreement, or for any other legitimate purposes associated with this Agreement. You may withdraw this permission at anytime. Upon your request, you will be informed of whether or not a consumer credit report was ordered, and if it was, you will be given the name and address of the consumer reporting agency that furnished the report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

You understand that the information obtained from your credit report will be used in connection with providing you with the products and/or services requested and will be processed Sezzle in accordance with Sezzle's Privacy Policy. To learn more about how Sezzle handles your credit report, please review our Privacy Policy for more information or to contact our Privacy Officer.

4.3 Proprietary Analysis.

Sezzle uses proprietary analysis tools to evaluate your ability to successfully complete your installment payments with Sezzle. Sezzle reserves the right to alter its analysis algorithms at any time and without notice to you.

5. Zero Interest Charges

5.1 Sezzle Charges No Interest For Purchases.

We charge no interest to you in connection with using your Sezzle Account to make purchases with the Sezzle Services. THERE ARE NO FINANCE CHARGES AND NO INTEREST PAYMENTS ASSOCIATED WITH THE SEZZLE SERVICES.

6. Fees

6.1 Account Reactivation Fees.

NOT APPLICABLE TO QUEBEC RESIDENTS: If you fail to make a scheduled payment according to your Payment Schedule, as adjusted for any rescheduled payments that we agreed to, and that payment failure continues for more than 2 Days after the date the payment was due ("Failed Payment"), then we will deactivate your ability to make any additional purchases using Sezzle's Services. Once deactivated, you will still have access to your Account, but you will not be able to make any additional purchases. With the exception of Quebec resident accounts and where otherwise prohibited by applicable law, an account reactivation fee of $10 ("Account Reactivation Fee") will be applied one time for each account reactivation per order. You may voluntarily reactivate your Sezzle Account by following the Account reactivation process outlined in Section 2.9 above. As part of the Account reactivation process, you will need to elect to pay us the Account Reactivation Fees due at the time of reactivation.

6.2 Rescheduling Convenience Fees.

NOT APPLICABLE TO QUEBEC RESIDENTS: We charge a rescheduling convenience fee of up to $5.00 to allow a User to delay the Payment Schedule (up to 2 weeks).

7. Our Communications

7.1 Notices to You.

You agree and consent to Sezzle providing you Communications about your Account and the Sezzle Services electronically as described in our Electronic Communications Delivery Policy. Any electronic Communications will be considered to be received by you within 1 hour after the time we post it to our website or email it to you, unless otherwise stated in this Agreement. Any Communications sent to you by postal mail will be considered to be received by you 3 Business Days after we send it, unless otherwise stated in this Agreement.

7.2 Notices to Sezzle.

Except as otherwise stated above in the Electronic Communications Delivery Policy, and herein, notices 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 You.

To contact you more efficiently, we may contact you using calls or text messages to the telephone number(s) you have provided us. We may place such calls or texts to: (i) send you OTP text messages; (ii) provide you notices regarding your Account or Account activity or transactions, (iii) investigate or prevent fraud regarding your Account, (iv) collect a debt owed by you to us; or (v) provide any other informational or transactional message related to your Account. We may share your phone number(s) with service providers with whom we contract to assist us in making these calls and texts to you, but we will not share your phone number(s) with third parties for their own purposes without your consent.

YOUR CONSENT FOR AUTOMATED CALLS AND TEXTS

BY PROVIDING A PHONE NUMBER TO US, YOU PROVIDE YOUR PRIOR EXPRESS CONSENT FOR US AND OUR SERVICE PROVIDERS TO MAKE CALLS AND TEXTS TO YOUR NUMBER USING AN AUTODIALER OR AN ARTIFICIAL OR PRERECORDED VOICE TO CARRY OUT THE PURPOSES WE HAVE IDENTIFIED ABOVE.

To opt-out of automated calls and texts from us, reply STOP to any text from us at any time. You agree to and will then receive a single final text message confirming your opt-out.

We and our service providers will not use autodialed or artificial or prerecorded message calls or texts to contact you for marketing purposes at the telephone number(s) you designate unless we receive your prior express written consent. Standard telephone minute and text charges may apply. You, not us, will be solely responsible for any carrier charges because of calls or texts from us. You warrant and represent that you are either the account holder of any phone numbers you provide to us, or you have the express permission of the account holder to provide such numbers. You also agree that if and before you disconnect or transfer any phone number you provided us, you will send all necessary texts or other communications to us in order to stop future text messages from being sent to that number. We reserve the right, in our sole discretion, to cancel or suspend any or all of our texting program, in whole or in part, for any reason, with or without notice to you. We are not responsible for incomplete, lost, late, or misdirected text messages, including, but not limited to, undelivered texts resulting from any form of filtering by your mobile carrier or service provider, and we cannot guarantee that each user will receive the benefit of the texting program for each text message sent. You may respond with HELP to any text from us at any time if you require assistance with the texting program. Alternatively, you may email us at support@sezzle.com. When emailing or calling for support, please be sure to include your mobile number and a detailed description of your question or support issue.

7.4 Recording Calls.

You understand and agree that Sezzle may, without further notice or warning and in our discretion, monitor or record telephone conversations you or anyone acting on your behalf has with Sezzle or its service provider or agents for quality control and training purposes or its protection or recordkeeping purposes. You acknowledge and understand that, while your 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. If you have any questions about how we handle call recordings, contact legal@sezzle.com.

8. Your Privacy and Our Privacy Policies

8.1 Key Terms.

We use the term "Personal Information" to describe information that can be associated with a particular person and can be used to identify that person. Personal Information includes an individual's Financial Information. We use the term "Financial Information" to describe information tied to financial accounts and services. We do not consider Personal Information to include anonymized information, unless any applicable law provides otherwise.

8.2 Your Privacy.

Protecting your privacy is very important to Sezzle. Please review our Privacy Policy to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your Information. We will handle your Personal Information and Financial Information in accordance with our Privacy Policy. If you have any questions about how we handle your Personal Information and Financial Information, contact legal@sezzle.com.

8.3 Password Security and Keeping Your Data Current.

You are responsible for maintaining adequate security and control of any and all IDs, OTPs, passwords, personal identification numbers (PINs), or any other codes that you use to access the Sezzle Services. It is important that the Personal Information we hold about you is accurate and current. Please keep us informed if your Personal Information changes. You agree to always provide correct and updated information and to use your own and correct identity. We may not accommodate a request to change information if we believe the change would violate any law or legal requirement or cause the information to be incorrect. If you use or disclose Personal Information that is not correct, does not belong to you or you are not authorized to use for any reason, then that will be a misuse of information. Any data relating to misuse or suspected misuse may be saved and used for enforcing legal rights, assessing future risk and for the protection of involved parties.

8.4 Information Obtained From Third Parties.

As described in more detail in our Privacy Policy, we may also obtain information about you from third parties such as credit bureaus or identity verification services. You may also choose to provide us with access to certain Personal Information stored by third parties such as social media sites (such as Facebook, Instagram, SnapChat, and X). These third parties and your privacy settings with these parties control the information we can access. Our collection of other real-time information about your device, including, without limitation, its location at the time of checkout, is subject to the terms of service and privacy policies of such third-party service providers through which such information may be processed (including, without limitation, Google Maps). You agree some of the features you use, for example tracking your shipment, may include services provided by third parties. By associating an account managed by a third party with your Sezzle Account and authorizing Sezzle to have access to this information, you agree that Sezzle may collect, store and use this information in accordance with our Privacy Policy.

You acknowledge and understand that Sezzle is not involved in the collection, use and disclosure of Personal Information by third-party applications or services through which access to Sezzle Services may be provided, including, without limitation, Personal Information collected by such third parties in relation to downloading or installing Sezzle's mobile App through an application store or similar service.

8.5 Sharing Your Payment Information for Sezzle Services.

You authorize us to store your Payment Method details in our systems. We will use this information to authorize future charges as described in this Agreement. Unless you opt out, we may also use this information to prefill by auto-fill your payment method details and Personal Information for future purchases. You can manage your payment method details through the Sezzle platform. In the event Sezzle obtains updated payment method information from your bank, you agree that we may update and use this information in our system. The Sezzle Authorized Merchant you are purchasing products from may also share your Personal Information with us and we may share your Personal Information with them in order to provide Sezzle Services to you. When you make a payment with Sezzle, the Sezzle Authorized Merchant may share Personal Information with us in order to facilitate that payment, including your name and contact information and information about the items you wish to purchase.

We save information about your purchases and transactions in our systems. You will be able to see and access information about your purchases and transactions on your Sezzle Account. Please review our Privacy Policy to learn more about how Sezzle uses this information and other information we collect about you.

We use the information you provide and the information we collect to ensure that we are enabling safe, secure and reliable Sezzle Services. Please review our Privacy Policy for more information or to contact our Privacy Officer.

9. Our Intellectual Property and Your Use of It

9.1 Intellectual Property.

"Sezzle.com," "Sezzle", “Sezzle, Inc.”, “Sezzle Up”, "Sezzle.ca," Sezzle Spend and all logos related to the Sezzle Services are either trademarks or registered trademarks of Sezzle or Sezzle’s licensors. You 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 trade dress of Sezzle. You may not copy, imitate, or use them without our prior written consent.

We own or license all rights to the Sezzle Services, including all content therein, and all intellectual property rights therein, including without limitation copyright, trademark, patent, industrial designs, trade secrets and all other intellectual and proprietary rights therein. We hereby grant you a non-exclusive, revocable, non-transferable limited license right, without any right of sublicense, to access and use the Sezzle Services in accordance with this Agreement and all applicable laws during the period of time when such Sezzle Services are made available to you. All rights not expressly granted in this Agreement are reserved by Sezzle.

This license terminates when this Agreement terminates or otherwise at the discretion of Sezzle. Any use of the Sezzle Services in violation of this Agreement may result in termination or suspension of your permission to use the Sezzle Services and an immediate revocation of any license granted in this Agreement without notice to you.

10. Identifying You

10.1 Identity Authentication.

You authorize Sezzle, directly or through third parties, to make any inquiries we consider necessary to validate your identity. We may ask to see your driver's license or other identifying documents at any time. Sezzle reserves the right to close, suspend, or limit access to your Account, Sezzle and all Sezzle Services in the event we are unable to obtain or verify this information.

11. Activities Restricted Throughout Sezzle Services

11.1 Restricted Activities.

In connection with your use of our website, your Sezzle Account, Sezzle, Sezzle Services, or in the course of your interactions with Sezzle, Sezzle Authorized Merchants, other Users, or third parties, you will not:

- Breach this Agreement, the Acceptable Use Policy or any other agreement or policy that you have agreed to with Sezzle, or engage in any activities that violate any applicable law, statute, regulation or ordinance;
- Infringe Sezzle's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- Act in a manner that is defamatory, trade libelous, threatening or harassing to Sezzle;
- Provide false, inaccurate or misleading information;
- Pay any obligation to us with stolen funds, ill-gotten gains, or fund procured through ID theft or fraud;
- Refuse to cooperate in an investigation or provide confirmation of your identity or any Personal Information you provide to us;

- Attempt to double dip during a dispute by receiving or attempting to receive funds from both Sezzle and the Merchant or bank for the same transaction;

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

- Conduct your business or use the Sezzle Services in a manner that results in or may result in complaints, Disputes, Reversals, fees, fines, penalties or other liability to Sezzle, other Users, third parties or you;

- Use your Account or the Sezzle Services in a manner that Sezzle, or any other electronic funds transfer network reasonably believes to be an abuse of any bank transfer system or a violation of card association or network rules;

- Provide yourself a cash advance, wire or money transfer (or help others to do so);

- 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, mobile App or the Sezzle Services;

- Take any action that may cause us to lose any of the services from our Internet service providers, payment processors, or other suppliers; Use the Sezzle Services to test payment behaviors;

- Circumvent any Sezzle policy or determinations about your 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 your own (e.g. name, address, email address, etc.); or using someone else's Sezzle Account;

- Harass or threaten our employees, agents, or other Users.

12. Liability

12.1 Actions by Sezzle - Court Orders or Other Legal Process.

Sezzle, in its sole discretion, may take various actions including any limitation on your Account in the event it receives notice of a court order or other legal process that restricts the use of or access to your Account. 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 you 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. Sezzle will decide in its sole discretion the appropriate scope of a limitation to assure compliance with a court order or other legal process.

If you intend to file or file bankruptcy, send all required notices to support@sezzle.com. The notice must be typed (not handwritten), contain your name and account number, and provide information about the bankruptcy court and date of filing. If you do not comply with this notice procedure, we may not be able to correctly update your account to prevent collection notices or calls.

12.2 Actions by Sezzle - Account Closure, Termination of Service, Limited Account Access; Confidential Criteria.

If we close your Account or terminate your use of the Sezzle Services for any reason, we will provide you with notice of our actions. Except as expressly provided otherwise in this Agreement, if we limit access to your Account, including through a Reserve or hold, we will provide you with notice of our actions; we will also provide you with an opportunity to request restoration of access if, in our sole discretion, we deem it appropriate. Further, you acknowledge that Sezzle's decision to take certain actions, including limiting access to your 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. You agree that Sezzle is under no obligation to disclose the details of its risk management or security procedures to you. If you are a Quebec resident, we may terminate this Agreement and close your Account without cause at any moment provided that we must notify you in writing at least 60 Days before the date of termination.

12.3 Limitations of Liability.

NOT APPLICABLE TO QUEBEC RESIDENTS:

IN NO EVENT SHALL WE, OUR PARENT AND AFFILIATES, AND OUR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES, CONTRACTORS AND SUPPLIERS (COLLECTIVELY, THE "SEZZLE PARTIES") BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, EMOTIONAL, INCIDENTAL, INDIRECT, AGGRAVATED, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF DATA OR LOSS OF BUSINESS) ARISING OUT OF OR RELATING TO OUR WEBSITE, THE SEZZLE SERVICES, PRODUCTS FINANCED BY SEZZLE, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE), UNLESS AND TO THE EXTENT PROHIBITED BY LAW. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SEZZLE PARTIES ARE NOT LIABLE, AND YOU AGREE 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 EMOTIONAL OR INTANGIBLE LOSSES OR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES) RESULTING DIRECTLY OR INDIRECTLY FROM: (1) YOUR USE OF OR YOUR INABILITY TO USE SEZZLE'S SITES AND SERVICES; (2) DELAYS OR DISRUPTIONS IN SEZZLE'S SITES AND SERVICES; (3) VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING SEZZLE'S SITES OR SERVICES OR ANY SITE OR SERVICE LINKED TO SEZZLE'S SITES OR SERVICES; (4) GLITCHES, BUGS, ERRORS, OR INACCURACIES OF ANY KIND IN SEZZLE'S SITES 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 YOUR ACCOUNT; (7) YOUR NEED TO MODIFY PRACTICES, CONTENT, OR BEHAVIOR, OR YOUR LOSS OF OR INABILITY TO DO BUSINESS, AS A RESULT OF CHANGES TO THIS USER AGREEMENT OR SEZZLE'S POLICIES. SEZZLE RESERVES THE RIGHT TO MODIFY ITS POLICIES AND THIS USER AGREEMENT AT ANY TIME CONSISTENT WITH THE PROVISIONS OUTLINED HEREIN.

IN ALL CASES, THE TOTAL LIABILITY OF THE SEZZLE PARTIES FOR ANY REASON WHATSOEVER RELATED TO USE OF THE SEZZLE SERVICES SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR USE OF THE SEZZLE SERVICES (DURING THE LAST TWELVE (12) MONTHS) OR TEN CANADIAN DOLLARS ($10 CAD), WHICHEVER IS GREATER.

12.4 No Warranty.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SEZZLE SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION OF 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 Sezzle and Sezzle Services, and Sezzle cannot ensure that a Merchant you are dealing with will 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 debit cards 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 federal mail service. Certain Sezzle Services may not be available to you based on residency, geographic location or other eligibility criteria. Some provinces and territories do not allow the disclaimer of implied warranties, so the foregoing disclaimers may not apply to you. This paragraph gives you specific legal rights, and you may also have other legal rights that vary from province/territory to province/territory.

13. Leaving Sezzle

13.1 How to Close Your Account.

You may close your Account at any time by following the instructions in your Account Profile. If you end your Sezzle Up membership, we will continue to furnish information to credit reporting agencies regarding activity and amounts due and owing for up to ninety (90) Days after the termination of membership.

13.2 Limitations on Closing Your Account.

You may not close your Account to evade an investigation. If you attempt to close your Account while we are conducting an investigation, we may hold your Account open for up to 180 Days to protect Sezzle, Merchants, its Affiliates, or a third party against the risk of Reversals, fees, fines, penalties and other liability. You will remain liable for all obligations related to your Account even after the Account is closed.

14. Disputes with Sezzle

14.1 Contact Sezzle First.

If a dispute arises with Sezzle, our goal is to learn about and address your concerns as soon as possible. Disputes with Sezzle regarding the Sezzle Services may be reported by emailing support@sezzle.com or by calling +1 (888) 540-1867 from 9 AM to 5 PM, Central Time. Also, should you feel any information in your Sezzle Account is incorrect, please contact us immediately.

14.2 Applicable Law.

NOT APPLICABLE TO QUEBEC RESIDENTS: This Agreement will be governed by and construed and enforced solely in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein as applied to agreements entered into and completely performed in such Province, subject only to any laws of mandatory application in the province or territory where you ordinarily reside.

15. General Provisions

15.1 Assignment.

You may not transfer or assign any rights or obligations you have 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.

15.2 Complete Agreement.

This Agreement (which includes any disclosures made to you when you place an Order as set out in the Disclosure Statement sent to you after you complete your Order), along with any applicable policies and agreements on the Legal Agreements page on the Sezzle Website, sets forth the entire understanding between you and Sezzle with respect to the Sezzle Services. Sections which by their nature should survive will survive the termination of this Agreement, including, but not limited to, Section 14, subject to applicable law.

15.3 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.

15.4 Waiver.

Failure to insist on strict performance of any of the terms and conditions of this Agreement will not operate as a waiver of any subsequent default or failure of performance. No waiver by Sezzle of any right under this Agreement will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time.

15.5 Language.

This Agreement is available in both French and English language versions. The French version can be accessed by clicking here. You hereby confirm that you have requested that this Agreement and all related documents be drafted in English, that you have been provided with a French language version of this Agreement and that you have agreed to be bound by the English language version of this Agreement. *La présente convention est disponible en français et en anglais. La version française est accessible en cliquant ici. Vous confirmez par la présente que vous avez demandé que la présente convention et tous les documents y étant afférents soient rédigés en anglais, que vous avez reçu une version française de la présente convention et que vous avez accepté d'être lié par la version anglaise de la présente convention.*

16. Definitions

Sezzle Legal Definitions

Electronic signature

By clicking “I Accept” or “I Agree”, you acknowledge having received, read, understood and agree to be bound by this Agreement, PAD Authorization (above), Privacy Policy, Acceptable Use Policy and Electronic Communications Delivery Policy. 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.