User Agreement

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Sezzle provides a variety of financial products to consumers that allow them to purchase goods and services from Merchants in installments. Some products are offered by Sezzle and some are offered by lenders that originate loans through the Services ("Lender"). Lender may mean Sezzle or WebBank, Utah-chartered industrial bank ("WebBank"). Loans originated by WebBank are serviced by Sezzle. See your Loan Agreement provided at the time of purchase for details. The terms in this agreement provide the contractual relationship between you and Sezzle Inc. ("Sezzle," "we," "us," and "our").

PLEASE CAREFULLY READ THESE USER TERMS (THE "USER AGREEMENT") AS THEY FORM A CONTRACTUAL RELATIONSHIP BETWEEN US AND YOU ("YOU" AND "YOUR"). BY ACCESSING THE SEZZLE WEBSITE, THE SEZZLE MOBILE APPLICATION ("SEZZLE MOBILE APP"), OR ANY ACCOUNT THAT YOU HAVE CREATED WITH SEZZLE ("ACCOUNT") (COLLECTIVELY THE "SERVICES"), YOU AGREE TO BE BOUND BY THESE TERMS AS WELL AS OTHER AGREEMENTS THAT CONTROL THE USE OF THE SERVICES.

STOP AND READ! — ARBITRATION AND CLASS ACTION AND JURY TRIAL WAIVER

THIS AGREEMENT HAS AN ARBITRATION PROVISION AND CLASS ACTION AND JURY TRIAL WAIVER IN SECTION 12 THAT MAY REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY OR COURT TRIALS OR CLASS ACTIONS DEPENDING ON THE JURISDICTION IN WHICH YOU ARE LOCATED UNLESS YOU PROPERLY OPT-OUT AS DESCRIBED IN THE SAME SECTION BELOW OR ARE PROVIDED PROTECTIONS UNDER THE MILITARY LENDING ACT. THE ARBITRATION PROVISION WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS. CAREFULLY REVIEW THESE SECTIONS BEFORE YOU AGREE TO THESE TERMS OR ACCESS THE SEZZLE WEBSITE OR USE THE SERVICES.

1. This Agreement

This User Agreement governs the terms and conditions that control the use of the Services and your Account with Sezzle. By accessing any portion of the Services or by opening an account with Sezzle, you agree: (1) to this User Agreement; (2) the Acceptable Use Policy; (3) the e-Communications Policy; and (4) the Privacy Policy. If you have elected to participate in Sezzle subscription programs, the Sezzle On-Demand program, or you have elected to have your credit reported using Sezzle Up, by accessing the Services you agree to (5) the Subscription Terms, (6) On-Demand Service Terms, (7) the Sezzle Up Terms and/or (8) SMS Messaging Terms of Service, as applicable. If you have elected to use Sezzle Send, by accessing the Services you also agree to (9) the Sezzle Send Terms set forth in Section 3.9 of this User Agreement. All of these additional terms, conditions, and agreements are incorporated into this User Agreement by reference. By using the Services and agreeing to these terms, you consent to receive information from us and conduct transactions related to services electronically. If you do not agree with these terms, please do not create an Account, access the Sezzle Mobile App, Sezzle website, or use the Services. You should print a copy of this User Agreement for your records.

1.1 Definitions

“Loan Agreement” means an agreement between you and Lender to provide funds to a Merchant on your behalf for an Order you made in exchange for your repayment of those funds under certain terms and conditions.

“Merchant” is a seller of merchandise or services and is the party from which you are making an Order.

“Order” is a purchase from a Merchant that is financed by Lender and paid to a Merchant on your behalf.

“Payment Method” means bank account(s), any debit or credit card(s) and Sezzle Balance, as applicable.

“Personal Information” means information that can be associated with a particular person and can reasonably be used to identify that person.

1.2 Changes to this User Agreement

Sezzle may change the terms of this User Agreement from time to time. The current version of the User Agreement may be found online and linked within the Sezzle Mobile App. You accept and agree to any changes to this User Agreement by continuing to use Services. If you do not accept any amendment to the User Agreement, you must stop using the Services immediately.

2. Your Account

You must have an Account in order to use certain Services. You may only hold one Account, which is to be used only for personal, family, or household purposes. You are responsible for maintaining the secrecy of your Account credentials and any other access credentials you use to access your Account.

Sezzle may close, suspend, restrict, or limit your Account and/or your use of or ability to transact in connection with the Services in Sezzle's sole discretion at any time for any reason without notice to you (this may include where we suspect fraudulent or suspicious activity in connection with your Account). Sezzle also may cancel transactions at any time before a Merchant delivers any goods or services in its sole discretion at any time for any reason without notice to you.

2.1 Your Eligibility

To be eligible to use the Services, you must (i) be at least 18 years old or of legal age where you reside, (ii) a resident of the United States or any territories thereof, and (iii) fully competent to enter into this User Agreement and comply with its terms. To create an Account, you must also provide your true and correct personal details, and be able to provide your mobile phone number and receive security verification codes via Short Message ("SMS") text message. You represent and warrant that you are eligible to use the Services.

Unless otherwise specified, this User Agreement applies to you as a United States resident, regardless of where you are temporarily located.

2.2 Account Security and First Time Activation

Sezzle identifies Accounts by the mobile phone number linked to the 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 the Services. Sezzle uses a cookie-based device identification technique to remove the need for the OTP when we recognize a previously identified and approved device. If you have blocked all cookies on your device, you will be unable to log in to your Account. If you delete these cookies, you will be logged out of your Account and will need to use 2-factor authentication to log into your Account again.

To create an 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, home address, social security number, email 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 account holder's permission to use the service.

BY PROVIDING YOUR MOBILE PHONE NUMBER TO US, YOU PROVIDE YOUR EXPRESS CONSENT FOR US AND OUR SERVICE PROVIDERS TO SEND SEZZLE OTP TEXTS TO YOUR NUMBER USING AN AUTODIALER FOR THE PURPOSES RELATED TO ADMINISTRATION OF THE SERVICES EVEN IF YOU HAVE REGISTERED WITH A DO NOT CALL LIST.

2.3 Your Information, Verification, Privacy

To offer you certain Services and maintain your Account on an ongoing basis, you must provide us with Personal Information. You agree that any information you provide us will be current and accurate. You authorize us to make, directly or through third parties, any inquiries we deem necessary to verify your identity. We will use your data in accordance with our Privacy Policy.

2.4 Account Status

If you have outstanding amounts owed under a Loan Agreement that have not been paid by the due date, including any adjustments for any agreed upon rescheduled payments, then you will no longer be eligible for additional loans from or through Sezzle. You may still log in to your Account; however, you will not be able to make additional purchases using the Services until your Account is brought current.

2.5 Stored Payment Methods

Sezzle will store information related to the Payment Methods you link to your Sezzle Account. If you set up a Payment Method for automatic payments and we are unable to collect funds using that Payment Method, Sezzle may attempt to process payments on other Payment Method(s) you have on file, in each case, pursuant to the payment authorization provided under your applicable Loan Agreement.

Sezzle may use third-party providers and/or micro-deposit(s) to verify ownership of your Payment Method(s). To verify your Payment Method, available funds, income, and/or identity, we may ask you to provide us with access to your account information through a third-party service provider. By providing us with access to your Payment Method information when establishing such Payment Method you are granting us, and our service provider, full legal authority to act as your agent in accessing a read-only statement of your account activity at the time of your application and at future times to determine your continued eligibility. You certify that you maintain sole ownership over any Payment Method(s) you provide us access to, or that you have the permission of any and all persons with any interest in the Payment Method if it is a joint account.

2.6 Account Security and Access

It is your responsibility to protect your password and login information for your Account. Do not share this information with anyone. If you believe your Account information has been compromised or stolen, please contact us immediately at support@sezzle.com.

3. Services and Other Programs

You may access certain Services and features without an Account. Such Services are automatically activated by downloading the Sezzle Mobile App. Other Services, including access to financing for purchases, may only be activated after you create an Account.

3.1 Financing of Purchases

Use of certain Services allows you to buy products from Merchants or certain gift-card issuers by obtaining an extension of credit ("Loan"). Some Loans are offered by Sezzle, and some by WebBank, a Utah-chartered industrial bank. See your Loan Agreement for additional details. Sezzle also offers some additional programs that may be used in conjunction with its Services, which are further described in this section.

The Lender will separately review each request for a Loan you make. Approval of one Loan does not mean another Loan will be approved. Your promise to pay will be obtained through consent of Loan terms at the time of purchase and acceptance of a Loan Agreement. If your Loan (i) is subject to a finance charge or (ii) requires you to pay a certain percentage of the purchase price at the time of purchase (a "Down Payment"), that will be disclosed to you before you agree to the Loan.

The Loan terms (including the number of payments and duration of loans available) to finance a purchase may vary depending on Merchant, your current "Estimated Spending Power" (as further described in Section 4.1), and/or other product eligibility factors determined at the time of your purchase. Not all payment options and/or financial services may be available for every purchase and/or user.

3.2 Payments

All payments made to process Orders must be in U.S. dollars. By providing a debit or credit card number you authorize the Lender to charge or debit your designated card for your Down Payment and/or Pay-in-Full when a Merchant processes your Order. This payment may be processed immediately after you place your Order, or when the Merchant confirms or captures your Order. Additional payments for financed purchases may be made by using the Payment Methods as you authorize under your Loan Agreement.

3.3 Using Virtual Card

3.3.1 Virtual Card Features and Restrictions

For certain Orders, your Loan may be to the Merchant through a one-time or multi-use virtual payment credential ("Virtual Card"). For purposes of this Subsection 3.3.1, the terms "we," "us," and "our" mean WebBank, which issues the Virtual Card pursuant to a license from Visa U.S.A. Inc., and its service providers with respect to the Virtual Card, including Sezzle. The Virtual Card is a funding instrument used solely to disburse Loan proceeds to a Merchant for an approved Order, in accordance with a Loan Agreement. The Virtual Card is not a deposit account, and no funds are held in your name or in connection with the issuance of a Virtual Card. You are not a WebBank customer solely by reason of receiving a Virtual Card, and WebBank does not extend credit to you via the Virtual Card. The Virtual Card is a means by which a Merchant can be paid for an approved Order, and it is not issued to you or in your name.

Issuance. Issuance and any use of a Virtual Card are subject to identity verification, fraud, compliance, and risk review. We may approve or decline any use or any merchant presentment at our discretion, as permitted by law.

Permitted Use; Single-Use and Multi-Use; New Loan Required for Each Use. The Virtual Card may be configured as single-use (usable one time for a specific approved Order) or multi-use (usable multiple times for multiple Orders). In all cases, the Virtual Card may be used only to fund a previously approved Loan for your Orders and only for amounts permitted under the applicable Loan Agreement. For a multi-use Virtual Card, you must be approved for a new Loan and execute a new Loan Agreement before using a Virtual Card to make a purchase. If there is no executed Loan Agreement covering a given use, a purchase will not be approved. You cannot use the Virtual Card to access cash, including ATM withdrawals. The Virtual Card may not be used for unlawful activity or any other restricted transaction category set forth in the Acceptable Use Policy.

Controls and Limits. We may apply controls, including: (i) per-use and/or aggregate caps and limited tolerances (e.g., to accommodate tax, shipping, or permitted final-amount adjustments); (ii) expiration of credentials and/or any authorizations; (iii) merchant category code or specific-merchant restrictions; (iv) channel restrictions (e.g., card-not-present and/or tokenized wallet use); and (v) for multi-use cards, limits on number of uses and time windows during which a Virtual Card may be used. We reserve the right to decline any uses outside these controls.

Authorization and Funding Mechanics. Any card network authorization and subsequent settlement are technical processes to deliver Loan proceeds to the Merchant. An authorization is not a guarantee of settlement or Loan disbursement. If the Merchant does not complete settlement within the applicable time period (e.g., under card network rules), the authorization will expire and no Loan disbursement will occur via that authorization.

Security. You must keep Virtual Card credentials confidential and use them only as directed within the Services for permitted Orders and as permitted under this User Agreement.

Fees. Fees may apply for issuance or use of the Virtual Card. Any such fees will be disclosed in the applicable Loan Agreement and/or Licenses, Fees, & Subscriptions.

Information Sharing; Privacy. You authorize us to share and receive the information necessary to issue, manage, and service the Virtual Card and to process merchant presentments, refunds, and disputes with each other and with applicable card networks and service providers. Our use of such information is subject to Sezzle's Privacy Policy.

Third-Party Digital Wallet Use. You may add an eligible Virtual Card to third-party digital wallet services (such as Apple Pay or Google Pay) (each, a "Digital Wallet") by following the instructions of the Digital Wallet provider. Digital Wallet services are a contract between you and the Digital Wallet Provider. You understand that we are not the provider of the Digital Wallet services, and we are not responsible for such provider's actions, interpretations, and/or applications of their policies and practices. We are not responsible for any failure of the Digital Wallet, or the inability to use the Digital Wallet for any transaction. We reserve the right to discontinue offering or supporting the Digital Wallet for any reason, and we can block a Virtual Card in the Digital Wallet from purchases at any time.

3.3.2 Requesting a Virtual Card; Relationship to Loan

You will need to request a Virtual Card by following the instructions provided in the Sezzle Mobile App. If a Loan is originated by WebBank, the terms of your WebBank Loan Agreement apply. If your Loan is originated by Sezzle, WebBank serves only as issuer of the Virtual Card and is not your Lender in connection with such Loan. A Virtual Card may be subject to expiration or deactivation, to the extent permitted by applicable law, and neither expiration nor deactivation affects your obligations under any Loan Agreement.

3.4 Sezzle On-Demand

Sezzle On-Demand allows you to pay a certain percentage of the purchase as a Down Payment with the remainder of the purchase price paid through a Loan. Any Sezzle On-Demand loan is subject to the On-Demand Service Terms and a Service Fee as provided by your Loan Agreement.

3.5 Subscriptions

Sezzle Anywhere service and Sezzle Premium transactions are subject to Subscription Terms. If you opt in to Sezzle Anywhere and/or Sezzle Premium you will pay a monthly fee as set forth in Sezzle Licenses, Fees and Subscriptions.

3.6 Long-Term Financing

In some instances, you may be eligible for longer term financing for certain purchases. To facilitate such financing, Sezzle may refer your application to one or more third-party lending partners, which may include WebBank ("Lending Partners"). Each Lending Partner determines the underwriting, approval, and applicable financing terms provided to you, in its sole discretion. If your long-term financing is originated by WebBank, it will be governed by this Agreement and the applicable Loan Agreement provided to you. If your long-term financing is originated by another Lending Partner, you will be subject to their separate terms and conditions. These terms and conditions will be provided to you prior to purchase.

3.7 Gift Cards

Gift cards that may be used at various Merchants may be purchased using the Services.

Sezzle is not the issuer of any gift card and is not responsible for any liability you may incur in connection with any gift-card transaction. Sezzle only provides financial products and services to allow you to purchase gift cards from third-party providers.

You agree that no Lender is responsible or liable in any way for your gift-card purchase, including any actions or non-actions of the gift-card issuer or any third party.

Merchants are issuers of gift cards you may purchase and are fully responsible for all aspects of their gift-card programs, including fees, any other terms and conditions, and any and all liabilities and costs incurred by you or any other party. Merchants may set expiration dates for gift cards, in addition to other restrictions and requirements. Redemption of each gift card is governed by certain terms and conditions established by Merchants. No physical card will be issued in connection with your gift-card purchase.

Each time that you purchase a gift card, it is important that you review the Merchant's terms carefully to ensure that you understand all terms and conditions applicable to your purchase, as most gift cards are non-refundable and Sezzle has no control over Merchant's terms for any gift card.

In purchasing a gift card using the Services, you waive and release Sezzle and its subsidiaries, affiliates, partners (including WebBank), officers, directors, employees and agents from any liabilities arising from or related to any act or omission of a Merchant or third-party issuer.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF ANY GIFT CARD IS AT YOUR SOLE RISK. PLEASE DO NOT PURCHASE ANY GIFT CARDS USING THE SERVICES IF YOU DO NOT AGREE TO THESE TERMS.

3.8 Sezzle Balance

3.8.1 Using Sezzle Balance

"Sezzle Balance" refers to one of the following account types:

Original Sezzle Balance. A stored-value, gift card-style account offered by Sezzle. An Original Sezzle Balance is not a bank account. Funds held in an Original Sezzle Balance are not deposits held at WebBank and are not FDIC-insured.

Sezzle Balance Deposit Account. A deposit account offered and held by WebBank, Member FDIC. A Sezzle Balance Deposit Account is governed by the Sezzle Balance Account Agreement, including the Electronic Fund Transfer disclosures and other terms incorporated into that agreement.

All Sezzle Balance accounts opened prior to August 14, 2026 are Original Sezzle Balance accounts. If you open a Sezzle Balance on or after August 14, 2026, the Sezzle Balance made available to you may be either an Original Sezzle Balance or a Sezzle Balance Deposit Account. Your account type will be identified when you enroll. If at any time you are unsure which account type you may have, please contact Sezzle customer service.

You will have a Sezzle Balance Deposit Account only if you are presented with and accept the Sezzle Balance Account Agreement and WebBank opens the account. If you have an Original Sezzle Balance and accept the Sezzle Balance Account Agreement, a new deposit account relationship will be established between you and WebBank, and your funds in your Original Sezzle Balance will transfer to your Sezzle Balance Deposit Account as described in the Sezzle Balance Account Agreement and your Original Sezzle Balance will terminate. If there is a conflict between this Agreement and the Sezzle Balance Account Agreement regarding a Sezzle Balance Deposit Account, the Sezzle Balance Account Agreement will control.

Funds added to your Sezzle Balance account may be used as a payment method for one-time payments pursuant to the terms of your Loan Agreement.

You may be required to add a secondary payment method if the amount due exceeds the available funds in your Sezzle Balance, including taxes, shipping, or other fees. The Sezzle Balance account cannot be used for partial payments.

3.8.2 Adding Funds to Sezzle Balance

All amounts added to the Sezzle Balance must be in U.S. dollars. You may add funds to your Sezzle Balance by:

Choosing to add refunds you receive from returned merchandise you purchased through Sezzle;

Converting eligible awards of Sezzle Spend to funds in your Sezzle Balance in the Sezzle Mobile App (“Cashback”) as part of the In-App Cashback Program (defined below);

Loading funds via a linked payment method, such as a debit card or bank account (you cannot add funds to your Sezzle Balance with a credit card); or

Receiving Sezzle goodwill payments provided to you for any reason, at our sole discretion; or

Funds loaded via linked payment, subject to a minimum value of $30.00 and a maximum value of $500.00.

Funds loaded by a debit card will be processed and added to your Sezzle Balance on the calendar day funds are added by you. Funds loaded by a bank account may take up to eight (8) Business Days to process and be added to your Sezzle Balance.

Sezzle is not a bank and is not FDIC-insured. Funds held in an Original Sezzle Balance are not deposits held at WebBank and are not FDIC-insured. FDIC insurance covers only deposits held at WebBank, Member FDIC, in the event of WebBank's failure. Funds in transit to WebBank may not be FDIC-insured. Certain conditions must be met for pass-through FDIC insurance to apply. Sezzle Send loans are loans made by WebBank and are subject to approval. Sezzle Send loans are not deposits and are not FDIC-insured.

3.8.3 Fees

3.8.3.1 Load Fee

If you choose to add an amount to Sezzle Balance, we may charge you a fee of up to $4.99, unless otherwise limited by state law, to process the amount added (a "Load Fee"). Any fee that we charge will be disclosed to you before you add funds to Sezzle Balance. Sezzle Premium or Anywhere subscribers pay a fee of $1.49 to load money to their Sezzle Balance account.

3.8.3.2 Instant Withdrawal Fee

The withdrawal feature is only available for Sezzle Balance Deposit Accounts. If you choose to withdraw funds from your Sezzle Balance Deposit Account to a debit card (an "Instant Withdrawal"), we may charge you a fee equal to 1.75% of the amount you withdraw, subject to a minimum fee of $0.25 and a maximum fee of $25.00, unless otherwise limited by state law (an "Instant Withdrawal Fee"). The Instant Withdrawal Fee will be disclosed to you before you confirm the withdrawal. Standard withdrawals to a linked bank account by ACH are not subject to the Instant Withdrawal Fee.

3.8.4 Sezzle Balance Expiration

Funds added to Sezzle Balance do not expire. However, Sezzle Balance Accounts that are Inactive for a prolonged period of time may be considered dormant or abandoned by the laws of your state. If this happens, the funds in your Sezzle Balance may be required to be turned over to the state of your last known address. Each state has varying laws as to when the account is subject to escheat. We will make reasonable efforts to contact you before transferring your balance to the applicable state. For more information, please contact us at support@sezzle.com.

3.8.5 Errors or Unauthorized Transactions to Sezzle Balance

We will correct the balance of your Sezzle Balance if we believe a clerical or accounting error or fraud has occurred. To notify us of an error, please contact us at support@sezzle.com or by phone at (888) 540-1867.

Sezzle reserves the right to suspend or void a Sezzle Balance if we suspect that its value was obtained or used fraudulently, unlawfully, or otherwise in violation of this Agreement.

If you believe an error or unauthorized transaction has occurred involving your Sezzle Balance, your error-resolution rights and the applicable timeframes under the Electronic Fund Transfer Act (Regulation E) are described in Section 3.9.7.

3.8.6 Authorization to Debit Your Bank Account (ACH Loads)

This Section 3.8.6 applies when you choose to add funds to your Sezzle Balance from a linked bank account (an "ACH Load"). It does not apply to funds added by debit card. Please read it carefully, because it contains your authorization for us to electronically debit your bank account.

Your ACH Authorization. When you select a linked bank account as the funding source for a load and confirm that load within the Services, you authorize Sezzle, WebBank, and our respective payment service providers to initiate an electronic Automated Clearing House ("ACH") debit entry to the bank account you designate, in the amount of the load you specify plus any applicable Load Fee disclosed to you at that time. You also authorize the financial institution that holds your designated bank account to debit your account in that amount, and you authorize any correcting or reversing entry necessary to fix an error relating to a load.

One-Time Authorization; No Recurring Debits. Each ACH Load is a separate, one-time authorization that you provide at the time you confirm that specific load. This is not a standing, recurring, or open-ended authorization. We will not initiate an ACH debit to your bank account unless and until you initiate and confirm an individual load. The amount and timing of each ACH debit will be as shown to you in the Services at the time you confirm that load.

Timing. You authorize each ACH debit to be initiated on or after the date you confirm the load. As described in Section 3.8.2, funds loaded from a bank account may take up to eight (8) Business Days to be processed and made available in your Sezzle Balance. If you confirm a load on a day that is not a Business Day, you authorize the entry to be initiated on the next Business Day.

Electronic Authorization and Signature. You authorize and confirm each ACH Load electronically through the Services after authenticating your identity (for example, through your PIN and/or a One Time Password). You agree that each confirmation is your electronic signature authorizing the ACH debit, has the same legal effect as a signature on paper, and is intended to satisfy the authorization requirements of the Nacha Operating Rules and applicable law.

Returned or Failed Entries. If an ACH debit is returned or cannot be completed for any reason (for example, insufficient or uncollected funds, a closed or frozen account, or incorrect account information), the load will not be completed and the corresponding funds will not be made available in your Sezzle Balance. We will not automatically re-attempt a returned or failed ACH debit; if you still want to add funds, you may initiate a new load. You are responsible for any fees your bank may assess in connection with a returned or failed entry, and we may decline or limit your ability to make future loads.

Revoking Your Authorization. Because each ACH Load is a one-time authorization that we process promptly after you confirm it, you may not be able to cancel it once it is confirmed. To revoke your authorization for a load, you must contact us at support@sezzle.com in time for us to receive your request and have a reasonable opportunity to act on it before the ACH entry is transmitted. A revocation applies only to the specific load identified in your request and does not affect any other load or any other authorization under this Agreement.

Your Representations. By making an ACH Load, you represent and warrant that you are an owner of, or are authorized to direct debits from, the designated bank account; that the account is held at a financial institution located in the United States; and that all account information you provide is accurate. You agree to keep your bank account information current.

Copy of Authorization; Questions. You may request a copy of your ACH authorization, or ask questions about a load, by contacting us at support@sezzle.com. For errors relating to the value of your Sezzle Balance, see Section 3.8.5.

3.9 Sezzle Send

Sezzle Send allows eligible Sezzle users to send money to other Sezzle users or to individuals who are not yet Sezzle users (“Sezzle Send Transfers”). Sezzle Send Transfers may be funded through a linked bank account, debit card, BNPL financing (as described in Section 3.9.3 below), or your Sezzle Balance. A Sezzle Send Transfer funded directly from a linked bank account or debit card is not required to pass through your Sezzle Balance. By using Sezzle Send, you agree to the terms of this Section 3.9 in addition to all other applicable terms of this User Agreement.

3.9.1 Eligibility

To send or receive Sezzle Send Transfers through Sezzle Send, you must: (i) have an active Sezzle Account in good standing and not in default; (ii) have successfully completed Sezzle's identity verification (KYC) process; (iii) be a resident of the United States or any territory thereof; and (iv) meet any additional eligibility criteria established by Sezzle from time to time. Sezzle reserves the right to limit, suspend, or terminate your access to Sezzle Send at any time and for any reason, including without limitation if your Account is in default, if suspicious or fraudulent activity is detected, or if required by applicable law. Eligibility to receive Sezzle Send Transfers does not require KYC completion at time of receipt; however, funds received will be held in a restricted state until KYC is completed.

3.9.2 How Sezzle Send Works

To initiate a Sezzle Send Transfer, you must select a recipient from your contact list or by entering their mobile phone number, specify the transfer amount, and select a funding method (Pay in full, an eligible loan, or Sezzle Balance). If the recipient already has a Sezzle Balance account, the transfer amount will be credited to the recipient automatically, without any acceptance step required. If the recipient does not yet have a Sezzle Balance account, funds will not be captured or moved until the recipient signs up for a Sezzle account, and if the recipient does not accept within seven (7) calendar days of initiation, the transfer will expire and any authorization or hold on your Sezzle Balance or external payment method will be released. Please ensure the recipient details are correct before you send. You may cancel a pending transfer if a new user has not yet set up their Sezzle account, otherwise all transfers will be complete and final.

Sezzle may limit the number, frequency, and amounts of Sezzle Send Transfers you may send or receive in a given period. These limits may vary based on your Account status, identity verification level, and other factors. Transaction limits (per-transfer, daily, and monthly) will be disclosed to you within the Sezzle Balance Account Agreement and the Sezzle Mobile App at or before the time you initiate a Sezzle Send Transfer.

3.9.3 Loan-Funded Sezzle Send Transfers; Service Fees; TILA Disclosure

Where eligible, you may elect to fund a Sezzle Send Transfer through Sezzle's eligible installment plan ("Loan-Funded Sezzle Send Transfer"), including Pay-in-5 plans. Loan-Funded Sezzle Send Transfers are subject to a separate Loan Agreement provided at the time of the transaction.

Service fees may apply to Loan-Funded Sezzle Send Transfers. The applicable service fee is determined on a tiered basis by the transfer amount and the specific loan plan selected, and will be disclosed to you in the Sezzle Mobile App before you confirm the transaction. Pay-in-Full Sezzle Send Transfers are not subject to a service fee.

3.9.4 Transfers to Non-Sezzle Users

You may initiate a Sezzle Send Transfer to a mobile phone number that is not associated with an existing Sezzle Account (a "Pledge"). When you initiate a Pledge, Sezzle will send the intended recipient an invitation to accept the funds you are sending by creating a Sezzle Account via a unique link. The intended recipient must create a Sezzle Account and complete KYC verification within seven (7) calendar days of the date you initiate the Pledge in order to claim the transferred funds. If the intended recipient does not create a Sezzle Account and complete KYC verification within this seven (7) day period, the Pledge will expire and any funds associated with the Pledge will be returned to your payment method. If the Pledge is a Loan-Funded Sezzle Send Transfer, the loan will be canceled. If you fund the Sezzle Send Transfer via your Sezzle Balance and the Pledge expires, any funds associated with the Pledge will be returned to your Sezzle Balance. If you fund the Sezzle Send Transfer via an eligible payment method, any funds associated with the Pledge will be returned to the original payment method. Sezzle is not responsible for any failure of the intended recipient to receive, access, or act on the invitation.

3.9.5 Withdrawals from Sezzle Balance

You may withdraw your available Sezzle Balance to a linked bank account (via ACH) or to a linked debit card (via instant push-to-debit). Instant push-to-debit withdrawals may be subject to a fee and a maximum withdrawal amount, each of which will be disclosed to you in the Sezzle Mobile App before you confirm the withdrawal.

3.9.6 KYC, AML, and Regulatory Compliance

All Sezzle Send Transfers are subject to Sezzle's Know Your Customer ("KYC") and Anti-Money Laundering ("AML") compliance programs, including velocity checks and suspicious activity monitoring as required under applicable law, including the Bank Secrecy Act and FinCEN regulations. Sezzle may delay, hold, or decline any Sezzle Send Transfer that triggers compliance review, and may report suspicious activity to applicable regulatory authorities without notice to you. Sezzle Send availability may vary by state and may change without prior notice.

3.9.7 Disputes and Error Resolution for Transfers

The error-resolution process that applies to a Sezzle Send Transfer depends on how the transfer was funded. In all cases, you should notify us as soon as possible by contacting us at support@sezzle.com or by phone at (888) 540-1867 and providing your name, the phone number associated with your Account, the date and amount of the transfer, and a description of the error.

Transfers funded from your Sezzle Balance or a debit card (Electronic Fund Transfers). If you believe an error has occurred involving a Sezzle Send Transfer funded from your Sezzle Balance or a debit card (including an unauthorized transfer, an incorrect amount, or a transfer that was not completed as instructed), you must notify us no later than sixty (60) days after we sent or made available the first statement on which the problem or error appeared. We will investigate and determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, we may take up to forty-five (45) days to investigate, in which case we will provisionally credit your Sezzle Balance within ten (10) business days for the amount you think is in error so that you have use of the funds during our investigation. We will tell you the results within three (3) business days after completing our investigation and will send you a written explanation. You may ask for copies of the documents we used in our investigation.

Transfers funded by a Loan (Pay-in-5 or other installment plans). If your Sezzle Send Transfer was a Loan-Funded Sezzle Send Transfer, billing errors are governed by the billing-error rights and dispute-resolution procedures set forth in Section 12.1 and your Loan Agreement. You must notify us of a suspected billing error within sixty (60) days after we sent the first statement on which the error appeared, and we will acknowledge and resolve your dispute within the timeframes required by applicable law.

Except as required by applicable law or as otherwise provided above, and once completed, Sezzle Send Transfers are generally final and may not be reversed.

3.9.8 Your Responsibility; No Guarantee of Delivery

By initiating a Sezzle Send Transfer, you acknowledge that you are sending funds to the recipient associated with the phone number you have entered and that you have verified the recipient's identity independently. You authorize Sezzle to share your first and last name and transfer details, such as the amount, with the recipient as necessary to facilitate the transfer.

Sezzle is not responsible for transfers sent to the wrong recipient due to an incorrect phone number entered by you. If you recognize you have sent funds to the wrong individual, please ask the recipient to pay you back or have them contact our support team if they need help. Sezzle does not guarantee that Sezzle Send Transfers will be completed within any specific timeframe and is not liable for any delays caused by system outages, compliance holds, banking partner delays, or any other circumstances outside of Sezzle's reasonable control.

4. Use of Services

4.1 Estimated Spending Power and Purchases

Sezzle utilizes a two-step underwriting process. After you successfully establish an Account, underwriting will be performed and you will be provided with an estimated amount you may be able to spend on your next purchase financed through Sezzle. Depending on your eligibility, you may be provided with one or more estimated spending limits (each, an "Estimated Spending Power") for different payment plan types, including installment plans with payments every two (2) weeks ("Biweekly Plans") and monthly installment plans ("Monthly Plans"). Your Estimated Spending Power(s) are displayed in your Account, and these amounts are not guaranteed. Estimated Spending Power for Biweekly Plans may differ from Estimated Spending Power for Monthly Plans and each may increase or decrease without notice.

Each purchase is evaluated at checkout. You acknowledge that your Estimated Spending Power(s) are predicated upon your current financial status with Sezzle and/or WebBank given your Account balance as a result of outstanding purchases made using Monthly and/or Biweekly plans, current payments on such plans, pending or failed transactions, how recently you used your Account to make a purchase, and/or any other factor which Sezzle and/or WebBank considers in the good faith assessment of your creditworthiness. Estimated Spending Power(s) and the Biweekly plans and/or Monthly plans offered to you may change at any time in Sezzle's and/or WebBank's sole and reasonable discretion. Financing for a purchase that is greater than your current Estimated Spending Power will not be approved.

Each purchase financed through use of the Services is a separate extension of closed-end credit subject to internal underwriting policies of WebBank or Sezzle, as applicable. Each purchase is reviewed as a separate extension of credit and is subject to approval or rejection based on certain characteristics related to fraud and/or risk of loss at checkout. Granting of Estimated Spending Power(s) are not a guarantee the Lender will enter into a credit transaction with you when you attempt to finance a purchase with a Merchant.

4.2 Loan Requests and Minimum Purchase Amounts

Lender may impose limits on the number of Loan requests you can have open at any given time as well as purchase amount minimums and maximums for each Loan request attempted using Services.

Lender requires a minimum order amount to be financed ("Minimum Amount"). The Minimum Amount is subject to change at any time and can differ based on the Loan terms, Merchant, and product offering. If you purchase multiple items in one Order, a Merchant may fulfill that purchase in multiple shipments. Lender will attempt to group these shipments into the same Order, though you may be required to make a new purchase request so that your Order can be processed depending on timing of shipment. Order amounts of less than twenty dollars ($20) will be processed for the full purchase amount regardless of timing of shipment.

4.3 Refused and Refunded Transactions

When you make a purchase financed by a Lender, the Merchant is not required to accept your payment. You agree that you will not hold the Lender liable for any damages resulting from a Sezzle Merchant's decision not to accept a payment made through the Services. Subject to your Loan Agreement, any unclaimed, refunded or denied payments, will be returned to the original Payment Method. As may be applicable, we will return any unclaimed payment to you within 30 days of the date you initiated payment. In the event of a Virtual Card refund, such refund may not be applied to the original payment method as it may be applied to any outstanding loan or any other card on file. As such, refunds of Virtual Card orders will be applied, in Lender's discretion, to the outstanding loan associated with the Order and any excess may be returned to a card on file. If we are unable to tie a refund to an outstanding loan, we will apply the refund directly to a card on file.

4.4 Order Review

Sezzle reviews certain potentially high-risk transactions to ensure adherence to our security and fraud policies ("Order Review"). If a transaction is subject to Order Review, Sezzle will place a hold on the order and provide notice to you and the Merchant. Sezzle will conduct a review and either clear or cancel the order. If the order is cleared, Sezzle will provide notice to you and the Merchant. Otherwise, Sezzle will cancel the payment and the funds will be returned to you.

4.5 Identity Theft

We have internal policies to detect and prevent identity theft. Pursuant to these policies, if we are concerned that anything related to your application or your Account indicates potential identity theft, we may suspend your Account pending our internal investigation. If we find evidence of identity theft, we may terminate your Account and turn any necessary information over to the relevant law enforcement authorities.

4.6 Fraudulent Activity

Sezzle has several internal policies in place to detect and prevent fraudulent activity related to Loans and Accounts. If any activity related to your Loan or Account is suspected as fraudulent according to our internal policies, Lender may deny your Loan, refuse orders, refuse Sezzle Send Transfers, or suspend your Account pending investigation of the fraudulent activity, and ultimately terminate your Account.

4.7 Default

Your Account may be declared in default if: (i) you do not make any Loan payment when it is due; (ii) any Loan payment you make is rejected, not paid or cannot be processed; (iii) you file or become the subject of a bankruptcy or insolvency proceeding; (iv) you are unable or unwilling to repay your obligations, including upon death or legally declared incapacity; (v) we determine that you made a false, incomplete or misleading statement to us, or you otherwise tried to defraud us; (vi) you provide false, inaccurate, or misleading information to us; (vii) you do not comply with any term of this User Agreement; (viii) you violate the Acceptable Use Policy or engage in Restricted Activities; or (ix) anything else happens that causes us in our discretion to reasonably believe that your Account may not be repaid. Accounts in default may be suspended or Services may be otherwise restricted until the condition that caused the default is remedied. If your Account remains in default for ninety (90) days or longer your Account may be terminated.

4.8 Sezzle Rewards

Sezzle Rewards is a free promotional and engagement program (“Sezzle Rewards”) that allows you to earn points (“Points” or “Sezzle Points”) in connection with qualified activities and interactions offered through the Sezzle Mobile App. Sezzle Rewards is optional and does not form part of any loan or payment obligation offered by Sezzle.

4.8.1 Enrollment and Eligibility to Earn and/or Redeem Points

All users with a Sezzle Account are automatically enrolled in Sezzle Rewards. If your Account is in default or otherwise restricted, we may limit, suspend or terminate your ability to earn and/or redeem Sezzle Points until your Account is no longer in default or otherwise restricted.

4.8.2 Earning Points

Points may be earned by participating in Third-Party-Affiliate Offers, Merchant Offers, and other activities made available and as disclosed through the Sezzle Mobile App (each, a “Qualifying Activity”). The availability and/or frequency of Qualifying Activities may vary by user, location, or time of day. Sezzle does not guarantee the availability of any specific Qualifying Activity.

To earn Points, you must complete all applicable requirements for a Qualifying Activity and comply with any associated terms and conditions. Points that are subject to verification may be placed in a 'pending' status and otherwise be delayed, reversed, or withheld in the event Sezzle determines, in its sole discretion, that the applicable requirements to earn Points have not been satisfied.

Sezzle may, in its sole discretion, offer or award additional Points at any time, with or without notice.

4.8.3 Redemption of Points

Sezzle Points may be redeemed only for the awards, benefits, or subsequent activities made available by Sezzle from time to time, which may include Sezzle Spend, gift cards from participating merchants, or other rewards or promotional offers, as determined by Sezzle in its sole discretion.

The availability, type, and value of rewards, as well as the number of Points required for redemption, may change at any time without notice and may vary between users, rewards, or redemption methods. You should not rely on the continued availability of any specific reward or redemption rate.

4.8.4 Restrictions and Limitations on Points

Sezzle Points are awarded to your Sezzle Account and cannot be transferred to any other person or entity. Sezzle Points are promotional awards and remain at all times the property of Sezzle. Points do not constitute your personal property. Points may not be redeemed for cash, transferred, or applied toward any loan, payment obligation, or account balance. Sezzle Points in 'pending' status are not eligible for redemption.

4.9 Sezzle Spend

From time to time, Sezzle may provide you, at its sole discretion, promotional credit called "Sezzle Spend". Participation in the promotion is free. To be awarded or redeem Sezzle Spend, you must have an Account and not be in default. Sezzle Spend amounts expire as stated in the promotion, but in no event longer than 60 days from date such promotional credits are no longer in 'pending status' and become available to you in the Sezzle Mobile App. Some awards 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 Account, any Sezzle Spend credits in your Account are 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.

You may be taxed on your accrual of Sezzle Spend, depending on the federal, state, or local tax laws that apply to you. You will be solely responsible for any and all tax liability arising out of your accrual and redemption of Sezzle Spend.

4.10 Cashback

Sezzle may offer Sezzle Spend that is eligible for Cashback. To receive Cashback, you must (i) have an Account that is not in default, (ii) be enrolled in Sezzle Balance and (iii) elect to convert eligible Sezzle Spend to Cashback within sixty (60) days of such option becoming available to you in the Sezzle Mobile App. If you do not enroll in Sezzle Balance at the time the eligible Sezzle Spend is awarded, you have sixty (60) days to do so or such Sezzle Spend will expire in accordance with its terms and your option to convert to Cashback will be forfeited. Unless otherwise required by law or permitted by this Agreement, Cashback is nonrefundable and may not be redeemed for cash in accordance with Section 3.8 hereof unless it has been placed in a Sezzle Balance Deposit Account.

Sezzle reserves the right to (i) transfer Cashback eligibility between and among promotional offers at its discretion; and/or (ii) terminate any Cashback programs at any time.

The value of any Cashback converted from Sezzle Spend may be considered taxable income depending on the federal, state, or local tax laws that apply to you. You will be solely responsible for any and all tax liability arising out of your accrual and redemption of Cashback.

5. Marketplace Services

The Services include a suite of shopping tools to search for products and services, learn product and service information, compare prices, and search for discounts, coupon codes or other offers (collectively, the “Marketplace Services”).

While we attempt to provide accurate descriptions for products and services, third-party offers, prices, discounts, coupon codes, and other information shown within or through Marketplace Services, much of the information we display is provided by third parties we do not control. We do not warrant that the product or service descriptions, third-party offers, prices, or related Merchant information are accurate, complete, reliable, current, or error-free. The inclusion of any products, discounts, coupon codes, or offers within the Marketplace Services at a particular time does not imply or warrant that these products, discounts, coupon codes, or offers will be available at any other time or will be available across different channels. For example, a coupon code may be available on your Sezzle Mobile App but not be available on your desktop computer. Sezzle is not responsible for any missed savings or opportunities.

In some cases, Sezzle acts like a web browser or search engine, displaying the Merchant's website. Sezzle is not a party to, or in any way responsible for, your interactions with Merchants. Please see Section 8.7 Links to Third-Party Sites for additional risks in connecting to third-party sites.

To improve our Marketplace Services, we may track how you use the Marketplace Services provided, including whether you click on Sezzle links to Merchant websites in order to take advantage of offers. Sezzle has relationships with certain Merchants, and we may get paid for offers, including for promoted items identified in Marketplace Services.

5.1 Merchant Offers

Sezzle may provide information regarding coupon codes, deals, discounts, or other offers on products and services offered by Merchants that may be purchased using the Services (collectively, "Merchant Offers"). Merchant Offers are contracts between you and the Merchant and Sezzle is not responsible for such Merchant's actions, interpretations, and/or applications of their policies and practices.

Before you purchase a product or services or otherwise accept a Merchant Offer, it is important that you review the Merchant's terms carefully to ensure you understand all the terms and conditions applicable to your Merchant Offer, including the fine print and any additional information on the Merchant's website or mobile application. You are responsible for understanding what you are buying and for following the Merchant's instructions. In connection with certain Merchant Offers, Sezzle may offer additional promotional credits, such as Sezzle Points to you. These rewards of Sezzle Points are also subject to the terms and conditions of the Merchant Offer.

In accepting a Merchant Offer using the Services, you waive and release Sezzle and its subsidiaries, affiliates, lending partners (including WebBank), officers, directors, employees and agents from any liabilities arising from or related to any act or omission of such Merchant to the extent permitted by applicable law.

5.2 Third-Party Affiliate Offers

Sezzle may provide promotional credits, such as Sezzle Points, for engaging in certain activities offered by third-party affiliates within or through the Sezzle Mobile App (collectively, "Third-Party Affiliate Offers"). Third-Party Affiliate Offers are subject to the terms and conditions of our third-party affiliate in addition to this User Agreement. Before you engage in activities powered by our third-party affiliates, it is important that you review the terms carefully to ensure you understand all the terms and conditions applicable to your Third-Party Affiliate Offer, including the fine print and any additional information on the Third-Party Affiliate's website or mobile application. You are responsible for understanding the terms of the Third-Party Affiliate Offer and for following the third-party affiliate's instructions. These rewards of Sezzle Points are also subject to the terms and conditions of the Third-Party Affiliate Offer.

5.3 In-App Cashback Program

Sezzle may provide rewards of Sezzle Spend that are convertible to Cashback in connection with purchases made at certain third-party affiliates within or through the Sezzle Mobile App (collectively, "In-App Cashback Offers"). In-App Cashback Offers are initially awarded in the form of Sezzle Spend. You must convert such rewards to Cashback in accordance with Section 4.10 hereof or such offer may expire.

In-App Cashback Offers are subject to the terms and conditions of our third-party affiliate in addition to this User Agreement. Before you make purchases at our third-party affiliates, it is important that you review the terms carefully to ensure you understand all the terms and conditions applicable to your In-App Cashback Offer, including the fine print and any additional information on the Third-Party Affiliate's website or mobile application. You are responsible for (i) understanding the terms of the In-App Cashback Offer, (ii) for following the third-party affiliate's instructions and (iii) for converting your reward of Sezzle Spend into Cashback in accordance with Section 4.10 hereof.

Sezzle and/or its Third-Party Affiliates reserve the right to (i) modify In-App Cashback Offers or (ii) terminate the In-App Cashback Program at any time in its and/or their discretion.

6. Sezzle Extension

"Sezzle Extension" is a browser extension that can be added to the Safari web browser on a mobile device. Sezzle Extension is only available on iOS.

6.1 User Eligibility and Verification

To use Sezzle Extension, you must have an Account and not be in breach under this User Agreement. To avoid unauthorized use of your Sezzle Extension, make sure only you have access to your login credentials and always log out from your Account if you leave your device unattended. Sezzle Extension may only be used by you. You may not grant any third-party access to Sezzle Extension or your Account for any purpose.

You are responsible for any transactions, including Loans, made using your login credentials on Sezzle Extension, subject to applicable laws and regulations. You are responsible for monitoring your Sezzle Account, periodically changing your password, and notifying Sezzle immediately for any unauthorized use of your Sezzle Account. If you suspect unauthorized use of your Sezzle Account, you must notify us at support@sezzle.com.

6.2 Sezzle Extension Offers

By downloading and using the Sezzle Extension, you may activate coupon codes, bounties, discounts, promo codes or other offers (each, an “Extension Offer”) for eligible transactions at select Merchant sites (each, a “Participating Merchant”). We reserve the right to manage, modify, restrict, or eliminate Participating Merchants and Extension Offers without notice to you. Sezzle is not responsible for any missed offers.

In connection with using the Sezzle Extension, you may also be eligible for rewards of Sezzle Spend, expressed as either a percentage or proportional dollar amount of the eligible transaction amount (“Spend Offer”). We receive compensation for referring users to Participating Merchants. We may give a portion of this fee to you in an amount of Sezzle Spend.

Each Participating Merchant solely determines the terms and conditions of an Extension Offer or Spend Offer, including but not limited to, what items or services qualify, the eligible amount, and any refund policies applicable (the “Offer Terms”). Each Extension Offer and any applicable Spend Offer is subject to this User Agreement and the Offer Terms. Before you activate an Extension Offer or Spend Offer, it is important that you review this User Agreement and the Offer Terms carefully, including the fine print and any additional information on the Participating Merchant’s website. You are responsible for understanding the Extension Offer, any applicable Spend Offer, and for following the Participating Merchant’s instructions. Each Extension Offer is a contract between you and the Participating Merchant and Sezzle is not responsible for such Participating Merchant’s actions, interpretations, and/or applications of their policies and practices.

In accepting an Extension Offer, you waive and release Sezzle and its subsidiaries, affiliates, lending partners (including WebBank), officers, directors, employees and agents from any liabilities arising from or related to any act or omission of a Participating Merchant to the extent permitted by applicable law.

6.3 Redeeming Sezzle Extension Offers

Certain Extension Offers, such as coupon codes, promo codes, bounties, and discounts, may be automatically applied to your Order at checkout. Once you have activated an Extension Offer, you cannot request that the Extension Offer be changed to or exchanged for another offer on that same transaction. Extension Offers are not gift certificates, store gift cards, or general-use prepaid cards.

Spend Offers will stay in pending status until the eligible transaction is cleared by the Participating Merchant to account for returns, refunds, fraud, and other processing issues. After this point, if the purchase is cleared by the Participating Merchant, it will be marked as “available” in your Account and the associated Sezzle Spend will be eligible for redemption. It is your responsibility to notify us in the event Sezzle Spend is incorrectly applied to your Account. To notify us of an error, please contact us at support@sezzle.com.

Participating Merchants are responsible for reporting qualifying purchases (and related returns, refunds and/or coupon use) to us. Participating Merchants may not report your purchase if they determine that your purchase was not eligible for the Extension Offer or Spend Offer activated. We may also disqualify reported purchases based on our own determination that you have not complied with this User Agreement or the applicable Offer Terms.

6.4 Invalid Offers

Extension Offers or Spend Offers are not redeemable on purchases where (a) you fail to provide valid login credentials or otherwise are not logged into your Account, (b) your browser is not configured to accept cookies; (c) the Order is later cancelled or the goods or services are later returned; (d) the Participating Merchant does not report the purchase to us; (e) you conduct “sham” transactions or otherwise collude with Merchants, (f) maintain multiple accounts, or (g) do not otherwise comply with this User Agreement or the applicable Offer Terms.

7. Credit Analysis and Reporting

7.1 Consumer Reports

If you open an Account and attempt to make a purchase that requires a Loan, you are providing us, or any party that originates a loan to you with express authorization to obtain your personal credit report from a credit bureau. Your credit report may also be used as a supplement to our 'Know Your Customer' processes and to identify any business risks that may exist in offering financing to you. You authorize Sezzle and/or Lender to use such information and consumer reports for any lawful purpose, including without limitation, to evaluate any request for credit, to service and collect your account, and to consider you for other products and services.

You also authorize Sezzle and/or Lenders to obtain your consumer report from consumer reporting companies periodically during the course of our relationship with you and up to 6 months after the last payment is made for any outstanding Order so that Lenders or their servicers may provide you with any services and at any time during the servicing of your accounts, including during collections. If you do not want Sezzle and/or Lenders to obtain consumer reports that are unrelated to an application for credit or servicing of an existing credit obligation, please call customer service by calling +1 (888) 540-1867 from 9 AM to 6 PM, Central Time.

7.2 Sezzle's Effect on Your Credit Score

Sezzle and Lender, when applicable, will do a soft credit check to assess eligibility and evaluate your application for credit.

7.3 Credit Reporting

We may report information about your Sezzle Monthly Plans to credit bureaus. Late payments, missed payments, or other defaults on your Sezzle Monthly Plans may be reflected in your credit report.

If you are enrolled in Sezzle Up, certain eligible Biweekly Plans will be reported to credit bureaus and may help build credit with on-time payments. By enrolling in Sezzle Up, you agree to the Sezzle Up Terms.

8. Communications

8.1 Notices to You

You agree and consent to Sezzle providing you communications about your Account and the Services electronically as described in E-Communications Policy.

8.2 Notices to Sezzle

Notices to Sezzle must be sent in the following ways: by postal mail to: Sezzle, Attention: Sezzle Legal Notices, 700 Nicollet Mall, Suite 640, Minneapolis, MN 55402 or by email to: legal@sezzle.com.

8.3 Contacting You

You agree that we may contact you by mail, phone, text, email, push notification, or other electronic notice. You consent to our making such communications to you at any time, including after 9 pm and before 8 am in the time zone of where you reside, to the extent permitted by law. You agree that we are permitted to use any address, telephone number, or email address you provide. You agree to provide accurate and current contact information and only give us telephone numbers and email addresses that belong to you and are not those of any employer. You agree to promptly notify us of any change in your name, address, or contact information. When you give us a telephone number, you agree that you are providing your express consent permitting us, and any party acting on behalf of WebBank, to contact you at the telephone number you provide even if you are registered on any “Do Not Call” list. You agree that we may call you and send you text messages. You agree that when we call you, we may leave live, prerecorded, or artificial voice messages regardless of whether the call is answered by you or someone else or whether someone else has access to the number that you gave us. You also agree that we may use automatic telephone dialing systems in connection with calls, live, pre-recorded, or artificial voice messages, or text messages sent to any telephone number you give us, even if the telephone number is a cellular phone number or other communication service for which you, the subscriber, or the called party is charged. You agree that we will not be liable to you for any fees, costs, inconvenience, annoyance, or loss of privacy in connection with such calls, messages, texts, push notifications, emails, or mail.

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.

8.4 Recording Calls

You understand and consent 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.

8.5 Password Security and Keeping Your Data Current

You are responsible for maintaining adequate security and control of all IDs, OTPs, passwords, personal identification numbers (PINs), or any other codes that you use to access the 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.

8.6 Sharing Your Payment Information for Services

You authorize us to store your Payment Method details in our systems. Unless you opt out, we may also use this information to autofill 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. Certain Merchants 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 Services to you. When you make a payment with Sezzle, certain Merchants 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 Account. Please review our Privacy Policy to learn more about how Sezzle uses this information and other information we collect about you.

8.7 Links to Third-Party Sites

In connection with your use of the Services, or in the course of your interactions with Sezzle, you may be linked to other websites that are not sites controlled or operated by Sezzle (collectively, “Third-Party Sites”). Certain areas of the Services may allow you to search for, interact with, and/or conduct transactions with such Third-Party Sites, and, if applicable, allow you to configure your privacy settings in your Third-Party Site account to permit your activities with Services to be shared with third parties. You acknowledge and agree that the Third-Party Sites may contain different privacy policies and terms and conditions and/or user guides and business practices than Sezzle, and you further acknowledge and agree that your use of such Third-Party Sites is governed by the respective Third-Party Site privacy policy and terms and conditions and/or user guides, which may or may not be more restrictive than terms and conditions set forth by Sezzle. You agree to comply with any and all terms and conditions, users guides and privacy policies of any Third-Party Sites.

Sezzle provides links to the Third-Party Sites to you as a convenience, and Sezzle does not verify, make any representations or take responsibility for such Third-Party Sites, including, without limitation, the truthfulness, accuracy, quality or completeness of the content, services, links displayed and/or any other activities conducted on or through such Third-Party Sites.

YOU AGREE THAT SEZZLE WILL NOT, UNDER ANY CIRCUMSTANCE, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITES AND/OR THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR FOR ANY DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD-PARTY.

Any reference to any product, service, publication, institution, or organization of any third-party entity or individual does not constitute or imply Sezzle's endorsement or recommendation.

8.8 Data Analytics

We may use third-party service providers to monitor and analyze your use of Services ("Analytics Providers"). Analytics Providers track and report website traffic. Sezzle utilizes the data collected for the purpose of tracking and monitoring usage of the Service's web interface, analytics, and improving the Sezzle website and Sezzle Mobile App.

8.9 User Content

As a user of Sezzle Services, you may (i) create or provide information and content in connection with your account and use of Sezzle Services, including your profile, username, image, activity, and participation in Sezzle Rewards, giveaways, promotions, or leaderboards and/or (ii) submit ideas, materials, comments, feedback, or suggestions, including information on, or reviews of, products and services offered by third-party merchants, brands, or stores (collectively, "User Content") to Sezzle and/or Sezzle's third-party service providers. Sezzle cannot accept User Content that you consider confidential or proprietary. Except as set forth in our Privacy Policy or elsewhere in this User Agreement, you acknowledge that by uploading, publishing and/or sharing User Content with Sezzle and/or our third-party service providers you upload, publish, or share such User Content on a non-confidential basis and we and our third-party service providers shall be free to reproduce, use, disclose, publish, modify, translate, create derivatives from and distribute User Content to others without limitation.

Except as set forth in our Privacy Policy or elsewhere in this User Agreement, you acknowledge that by uploading, publishing, or sharing User Content, you do so on a non-confidential basis and grant Sezzle and its third-party service providers a worldwide, non-exclusive, royalty-free, transferable, and sublicensable license to use, host, store, reproduce, modify, create derivative works of, display, publish and distribute such User Content in connection with Sezzle Services and related features.

You may only upload, publish or share User Content which you have the right to use, upload, publish or share, and which does not violate applicable laws, this User Agreement or a third-party's rights. By uploading a User Content, you represent and warrant that you have the necessary rights to do so, including but not limited to having sufficient intellectual property rights in the User Content, and that to the best of your knowledge, the User Content complies with all applicable laws. To the extent your User Content includes information about third-party merchants, products, pricing, or promotions, you represent and warrant that such information is accurate and not misleading. You acknowledge that all User Content you submit, including your username, image, and profile, may be visible to other users or publicly placed in connection with Sezzle Services.

You are solely responsible for your upload, publication and sharing of User Content, and agree to indemnify and hold harmless Sezzle and its parents, subsidiaries, affiliates, employees, agents, successors, lending partners (including WebBank), and assigns from any and all damages, loss or costs caused or incurred by your upload, publication or sharing of such User Content, including in connection to third-party claims against Sezzle.

Sezzle may, but is not obligated to, monitor, review, remove, restrict, or refuse any User Content at any time and for any reason, including for violations of this User Agreement, the Sezzle Community Guidelines, a third party's rights, or applicable law. Sezzle respects the intellectual property rights of others and may, in its sole discretion, remove or disable access to User Content that is alleged to be infringing, and terminate repeat infringers. If you believe that any User Content infringes your intellectual property rights, you may notify Sezzle with sufficient detail to identify the content and your claim at support@sezzle.com. You may also, if you prefer, write to us on a separate sheet of paper that is not your statement copy, at Sezzle Inc., ATTN: Shopper Support, 700 Nicollet Mall, Suite 640, Minneapolis, MN 55402. If you mail us a letter, this may delay our response while the mail is in transit to us. The fastest way to reach us is by email to support@sezzle.com.

You acknowledge that User Content on or accessible through Sezzle Services is generated by third parties and does not constitute financial advice or a recommendation, endorsement, or guarantee of such User Content by Sezzle. To the fullest extent permitted by applicable law, Sezzle makes no representations, warranties, or guarantees with respect to the accuracy, reliability, or completeness of any User Content you access on or through Sezzle Services. You access and rely on User Content entirely at your own risk.

8.10 Location-Based Services

If you use location-enabled services in the Sezzle Mobile App (such as maps or tracking information for Merchant Offers or Sezzle Offers), you may be sending us location information. We may use technologies such as GPS, Bluetooth, Wi-Fi and mobile network signals to determine your location, subject to your mobile device settings. This information may reveal your actual location to us.

9. Activities Restricted Throughout Services

9.1 Restricted Activities

In connection with your use of the Services, or in the course of your interactions with Sezzle or third parties under this User Agreement, you will not:

1. Breach this User Agreement, the Acceptable Use Policy or any other agreement or terms that you have agreed to with Sezzle, or engage in any activities that violate any applicable law, statute, regulation or ordinance;

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

3. Act in a manner that is defamatory, trade libelous, threatening or harassing to Sezzle;

4. Provide false, inaccurate or misleading information;

5. Pay any obligation to us with stolen funds, ill-gotten gains, or funds procured through identity theft or fraud;

6. Refuse to cooperate in an investigation or provide confirmation of your identity or any Personal Information you provide to us;

7. Attempt to "double dip" during a dispute by receiving or attempting to receive funds from multiple parties, which could be Sezzle, WebBank, the Merchant, or a bank, for the same transaction;

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

9. Use your Account or the 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;

10. 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, App or Services;

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

12. Use the Services to test payment behaviors;

13. Circumvent any 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 Account(s) when an Account has been restricted, suspended or otherwise limited; creating new or additional Accounts using Information that is not your own (e.g. name, address, email address, etc.); or using someone else's Account;

14. Fail to give us any information about you that we may reasonably and legally request;

15. Reveal any password, OTP, or PIN to anyone else;

16. Act in an inappropriate, abusive, or threatening manner to our employees, agents, or other users;

17. Use Sezzle Send for any commercial, business, or non-personal purpose, including without limitation to make payments for goods or services to merchants or third-party sellers;

18. Use Sezzle Send to circumvent loan repayment obligations, roll debt, or exploit the pay-in-full mechanism in a manner inconsistent with the intended personal use of the feature;

19. Use Sezzle Send to send or receive funds that are proceeds of fraudulent, illegal, or prohibited activities, including money laundering or terrorist financing; or

20. Attempt to send Sezzle Send Transfers to yourself, to accounts you control, or in a pattern designed to circumvent Sezzle's AML or fraud monitoring systems.

We reserve the right to limit our Services to you or terminate your Account if you engage in any Restricted Activities.

10. Liability

10.1 Limitations of Liability

IN NO EVENT SHALL WE, OUR CREDIT PROVIDER, OUR AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES AND SUPPLIERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, EMOTIONAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF DATA OR LOSS OF BUSINESS) ARISING OUT OF OR RELATING TO OUR WEBSITE, THE SERVICES, THIS USER AGREEMENT, OR PRODUCTS FINANCED BY SEZZLE, WEBBANK, OR LENDING PARTNERS, (HOWEVER ARISING, INCLUDING NEGLIGENCE), UNLESS AND TO THE EXTENT PROHIBITED BY LAW. OUR LIABILITY, AND THE LIABILITY OF OUR CREDIT PROVIDER, OUR AND THEIR RESPECTIVE PARENTS AND AFFILIATES, AND OUR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE ACTUAL AMOUNT OF DIRECT FINANCIAL DAMAGES. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SEZZLE, OUR CREDIT PROVIDER AND OUR AND THEIR RESPECTIVE PARENTS, AFFILIATES, RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES, AND SUPPLIERS 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.

10.2 No Warranty

THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION OF WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. SEZZLE, OUR CREDIT PROVIDER AND THEIR RESPECTIVE PARENT AND AFFILIATES, AND THE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES AND SUPPLIERS OF SEZZLE, OUR CREDIT PROVIDER AND THEIR RESPECTIVE 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 by use of the 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 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 Services are dependent upon many factors outside of our control, such as delays in the banking system or the U.S. mail service. Certain Services may not be available to you based on residency, geographic location or other eligibility criteria. Some states 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 state to state.

11. Leaving Sezzle

11.1 How to Close Your Account

You may close your Account by following the instructions in your Account Profile. Once all amounts have been paid, your Account will be closed and you will no longer have access to your payment details or transaction history. If you close your Account, you will be unable to reactivate this account or retrieve any information regarding previous transactions. To use Sezzle again you will need to reapply for a new account.

See the Sezzle Up Terms for additional terms about closing your Account with a Sezzle Up membership.

11.2 Limitations on Closing Your Account

You may not close your Account while there is a balance owed on your Account or to evade an investigation. If any amount is owed, Sezzle will not close your Account until that amount has been paid, and we may limit your ability to make additional transactions using your Account. 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, or any other 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.

11.3 Dormant Accounts

Dormant Accounts. We may close your Account if there is a prolonged period of inactivity exceeding twelve (12) consecutive months.

12. Disputes

12.1 Billing Errors

This Section 12.1 sets out your billing-error rights for Loans and other credit extended through Sezzle under the Truth in Lending Act. It does not apply to errors or unauthorized transactions involving your Sezzle Balance or debit-card-funded Sezzle Send Transfers, which are electronic fund transfers governed by the error-resolution provisions in Sections 3.8.5 and 3.9.7.

Sezzle provides you a statement about your Account each month ("Statement"). If you think there is an error on your Statement ("Billing Error"), you should write to us at support@sezzle.com to inform us of your belief and provide supporting documentation that you would like us to consider. You may also, if you prefer, write to us on a separate sheet of paper that is not your statement copy, at Sezzle Inc., ATTN: Shopper Support, 700 Nicollet Mall, Suite 640, Minneapolis, MN 55402. If you mail us a letter, this may delay our response while the mail is in transit to us. The fastest way to reach us is by email to support@sezzle.com.

In your letter, give us the following information: (1) Account information: your name, the phone number associated with your Account, and the order/reference number and payment number(s) you believe are in error; (2) the dollar amount of the suspected error; and (3) description of the problem. You must contact us within sixty (60) days after the error appears on your statement. You must notify us of any potential errors in writing. You may call us but if you do, we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate the claim of an error: (1) we cannot try to collect the amount in question, or report you as delinquent on that amount; (2) the charge in question may remain on your statement (and appear in your mobile app). If we determine that we made a mistake, you will not have to pay the amount in question or any fees and/or interest related to that amount.

While you do not have to pay the amount in question during the course of the investigation, you are responsible for paying the remainder of your balance on this Loan and for any amounts due to Sezzle or Lender. Any unpaid amounts may impact your Estimated Spending Power.

12.2 Purchase Disputes

If you are dissatisfied with the goods or services that you have purchased and financed, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, you must not yet have fully paid for the purchase. If you are dissatisfied with your purchase, contact us in writing electronically at: support@sezzle.com or by mail at: Sezzle Inc., ATTN: Shopper Support, 700 Nicollet Mall, Suite 640, Minneapolis, MN 55402.

12.3 Refunds

If you are seeking a refund, you should contact the Merchant from which you purchased the product. If a Merchant gives you a credit for merchandise returns or adjustments, the Merchant may do so by processing a refund and we will apply the refund to open orders with the Merchant sending the refund. If we are unable to identify the Merchant or you do not have open orders on your account, we will process a refund to the primary payment method on file on your Account.

12.4 Investigation

We will investigate any Billing Error or dispute about a purchase and communicate our resolution promptly, but not later than 90 days from the time you make us aware of the issue. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent if you have opted in to our credit furnishing feature.

12.5 Credit Reporting Disputes

For credit reporting disputes, refer to Section 5 of Sezzle Up Terms.

12.6 Applicable Law

You agree that, except to the extent inconsistent with or preempted by federal law and except as otherwise stated in this User Agreement, this User Agreement is entered into by the parties in the State of Minnesota and the laws of the State of Minnesota, without regard to principles of conflict of laws, will govern this User Agreement and any claim or dispute that has arisen or may arise between you and Sezzle.

12.7 AGREEMENT TO ARBITRATE AND CLASS ACTION AND JURY TRIAL WAIVER

12.7.1 ARBITRATION PROVISION

This Arbitration Provision provides that all Claims will be resolved by BINDING ARBITRATION. As used in this Arbitration Provision, the words "we," "us," and "our" mean: (i) WebBank and/or Sezzle Inc. ("WebBank/Sezzle Parties"); (ii) their parents, subsidiaries, affiliates, assignees and successors; (iii) the employees, directors, officers, shareholders, members and representatives of these companies; and (iv) any person or company that you name in a Claim at the same time you pursue a related Claim against us. "You" or "you" means the person who has accepted this User Agreement, and also means any user of any of the products or services offered by Sezzle or WebBank, including Sezzle Balance.

This Arbitration Provision SHALL NOT APPLY TO TRANSACTIONS SUBJECT TO THE MILITARY LENDING ACT involving covered borrowers, as defined in the Act. If you are on active duty military service or a spouse or dependent of a person who is on such active duty military service and a claim involves a covered transaction under the Military Lending Act, this Arbitration Provision will not apply to that claim.

FOR MORE DETAILS, PLEASE READ THIS ARBITRATION PROVISION CAREFULLY.

12.7.2 Claims

"Claims" means any and all claims, controversies, or disputes between you and us arising out of or related in any way to this Agreement, your Loan, your Sezzle Balance account, your purchases or payments, transactions you engage in, collection of amounts due, or the relationship between you and WebBank/Sezzle Parties and includes all Claims concerning the transaction(s) in connection with which this Arbitration Provision has been executed, initial claims, counterclaims, cross-claims, and third-party claims, Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law whether arising in law or equity. It also includes disputes about the validity, coverage, or scope of this Agreement.

The Parties expressly agree that this Agreement is made pursuant to a transaction involving interstate commerce. Thus, the Federal Arbitration Act, 9 U.S.C. § 1 et seq., ("FAA"), as amended, shall govern the enforceability, interpretation, and scope of this Arbitration Provision.

12.7.3 Jury Trial and Class Action Waiver

You and we understand and agree that you and we are choosing arbitration rather than litigation to resolve disputes. THEREFORE, YOU UNDERSTAND THAT BY ENTERING INTO THIS ARBITRATION PROVISION, IF YOU START AN ARBITRATION OR WE DEMAND ARBITRATION YOU VOLUNTARILY AND KNOWINGLY GIVE UP YOUR RIGHT TO: (A) HAVE A COURT OR JURY DECIDE THE CLAIM; (B) BRING THE CLAIM AS A PRIVATE ATTORNEY GENERAL OR REPRESENTATIVE OF OTHER PARTIES; (C) WITHOUT OUR CONSENT, JOIN THE CLAIM WITH CLAIMS OF OTHER CONSUMERS; OR (D) ENGAGE IN A CLASS ACTION OR CLASS ARBITRATION.

12.7.4 California Exception for Claims for Public Injunctive Relief

If you are a resident of California, you and we agree that if you or we seek public injunctive relief as a remedy for any Claim ("Public Injunctive Relief") the Public Injunctive Relief cannot be arbitrated. Instead, any request for such relief (a "Public Injunctive Relief Request") shall be adjudicated by a court after all other Claims to be decided in arbitration under this Arbitration Provision are resolved in arbitration, including all causes of action pursuant to which a Public Injunctive Relief Request is made. You and we agree to jointly request that the court stay the Public Injunctive Relief Request until after the remaining Claims have been finally resolved in arbitration, and that the parties will only seek to lift the stay and request that the court resolve the Public Injunctive Relief Request if an arbitrator finds that one of them is liable for a Claim for which public injunctive relief is an available remedy.

12.7.5 Opt-Out Right

If you do not want this Arbitration Provision to apply, you must send us a signed written notice, which includes your name, address and account number and states that you are opting out of the Arbitration Provision. The notice must be sent to SEZZLE ARBITRATION OPT OUT, 700 Nicollet Mall, Suite 640, Minneapolis, MN 55402. This written notice must be received by us by the end of the 30th calendar day after you create an Account with us. ANY ARBITRATION OPT-OUT NOTICE RECEIVED AFTER THE OPT-OUT DEADLINE WILL NOT BE VALID AND YOU MUST PURSUE YOUR CLAIM IN ARBITRATION OR SMALL CLAIMS COURT. If you opt out of the Arbitration Provision, all other parts of the User Agreement will continue to apply. Opting out of this Arbitration Provision has no effect on any previous, other, or future arbitration agreements that you may have with us. If you opt out of arbitration, we reserve the right to terminate our relationship with you.

12.7.6 Pre-Suit Notice

Before starting an arbitration or lawsuit, the Party seeking to commence a proceeding (the "Claimant") must give the other Party (the "Respondent") written notice of any Claim that is subject to the requirements of this Section 12.7.6 (such Claim, a "Dispute," and such notice, a "Dispute Notice"). A Dispute Notice sent to us must be provided to us at NOTICE OF DISPUTE, 700 Nicollet Mall, Suite 640, Minneapolis, MN 55402 ("Notice Address"). We may send a Dispute Notice to you at any address we have for you in our records. The Dispute Notice must explain in reasonable detail the nature of the Dispute and include the Claimant's name, full loan number, mailing address, telephone number, email address, a factual description of every disputed transaction for which you seek compensation (date, amount, and transaction type) and/or event (date, location, and individuals involved), explanation of the basis of your claim, and itemized calculation of all alleged damages, and the Claimant must sign it. If you are represented by counsel, the Dispute Notice must also include a signed statement authorizing us to share information regarding your Loan and the claim(s) with them. You agree and understand that failure to provide this information may result in dismissal of your claim(s), though you have the right to refile once you provide the information described in the previous sentence.

A notice or letter stating that any amount you owe us is past due will serve as a Dispute Notice. The Claimant and Respondent must try to resolve the Dispute on an individual basis and without filing an arbitration or lawsuit for at least 30 days (the "Pre-Filing Period"). During the Pre-Filing Period, either Party may request that the Parties participate personally in a meeting (a "Meet-and-Confer") which may occur in person, online or by conference call to attempt in good faith to resolve the Dispute. The Meet-and-Confer is limited to Claims between you and us. If you are represented by counsel, your counsel may also participate in the Meet-and-Confer. We may participate through any of our representatives.

The Claimant may not start an arbitration or lawsuit until the Claimant complies in full with this requirement. The Dispute Notice shall not apply to Disputes that are asserted only as counterclaims. The statute of limitations for any Claim will be tolled for 60 days following service of a proper Dispute Notice.

12.7.7 Selection of Arbitration Provider

You and we agree to resolve all Claims by arbitration as set forth in this Arbitration Provision. Arbitration may be heard, at the claimant's election, by:

The American Arbitration Association: (877) 495-4185, casefiling@adr.org

JAMS: (800) 352-5267

Each arbitration, including the selection of the arbitrator, will be administered by the American Arbitration Association ("AAA") or JAMS (each an "Administrator"). A single arbitrator will be appointed.

If AAA or JAMS is unwilling or unable to administer the arbitration and you and we can't agree on a replacement within 10 Business Days of initiating discussions, then either Party may petition a court of competent jurisdiction to select the arbitration provider. The Parties agree that the court's selection will be final and binding.

12.7.8 Rules for Arbitration

Any arbitration under this Arbitration Provision that is administered by AAA shall be conducted in accordance with the AAA Consumer Arbitration Rules and the AAA Mass Arbitration Supplementary Rules (the "AAA Rules"), available at www.adr.org.

Alternatively, any arbitration under this Arbitration Provision that is administered by JAMS shall be conducted in accordance with JAMS Comprehensive Arbitration Rules and Procedures and the JAMS Mass Arbitration Procedures and Guidelines (the "JAMS Rules"), available at www.jamsadr.com, except as modified by this Arbitration Provision. The rules of this Arbitration Provision will govern if there is any contradiction with the AAA or JAMS Rules.

The Parties agree that the provisions of Federal Rule of Civil Procedure 68 shall apply to any Dispute and be enforced by the Arbitrator.

The attorney initiating an arbitration shall certify that each demand for arbitration complies with the requirements of Federal Rule of Civil Procedure 11(b) and that the party has complied with pre-arbitration requirements set forth above in the section captioned Pre-Suit Notice.

Either Party may start an arbitration by demanding arbitration, even if a lawsuit has been filed.

12.7.9 Procedure for Arbitration

(a) The arbitration shall be conducted by a single neutral, qualified and competent arbitrator ("Arbitrator") selected by you and us under the rules of the arbitration forum selected. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitation and shall honor all claims of privilege recognized by law. The arbitration shall take place in a location where applicable law requires, or if there is no such law, either at a location determined by the Arbitrator or the federal district of your residence. If you require assistance in a language other than English, or special services to accommodate a disability, please select an arbitration forum that can accommodate your needs.

(b) The Administrator and/or Arbitrator will decide each party's share of fees and costs for arbitration. But we will pay all arbitration fees and costs required by law or required to enforce this Arbitration Provision. Unless it would conflict with law or make this Arbitration Provision invalid, a party is entitled to its reasonable fees and costs if the other party brings or defends a Claim for any improper purpose, including to harass the injured party, cause unnecessary delay or increase costs to the injured party.

(c) You can participate without representation or may choose to be represented by an attorney or other authorized representative, unless that choice is prohibited by applicable law. Because arbitration is a final, legally binding process that may impact your legal rights, you may want to consider consulting an attorney.

(d) The Arbitrator shall allow for the discovery or exchange of non-privileged information relevant to the dispute, under the Arbitrator's supervision, prior to the arbitration hearing or submission of written presentations.

(e) Arbitrations may be decided upon written presentations, unless the amount of relief requested exceeds $25,000. The Arbitrator may consider dispositive motions, but shall generally hold a conference call among all the parties prior to permitting any written motion. The Arbitrator may hold hearings in person or virtually, and hearings generally will not exceed one day. If you or we show good cause, the Arbitrator may schedule additional hearings within seven calendar days after the initial hearing. If the value of the relief sought is $10,000 or less, you or we may elect to have the arbitration conducted virtually or based solely on written submissions, which election shall be binding on you and us subject to the discretion of the Arbitrator to require an in-person hearing, if the circumstances warrant. In cases where an in-person hearing is held, you and/or we may attend virtually, unless the Arbitrator requires otherwise. Any settlement offer made by you or us shall not be disclosed to the Arbitrator. The Arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. The Arbitrator shall not be bound by rulings in prior arbitrations involving different borrowers, but is bound by rulings in prior arbitrations involving the same borrower to the extent required by applicable law. The award of the Arbitrator shall be final and binding, and judgment on the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.

12.7.10 Attorneys' Fees

Each party, you and we, shall bear our own costs and expenses, including attorneys' fees, that we incur with respect to the arbitration. The Arbitrator may, but is not required to, award reasonable expenses and attorneys' fees to the prevailing party if allowed by statute or applicable law and by the rules of the arbitration forum.

12.7.11 Awards

The Arbitrator shall issue the award in accordance with the rules of the arbitration forum. Unless you and we agree otherwise, the award shall provide the concise written reasons for the decision and shall apply any identified, pertinent contract terms, statutes and legal precedents. The Arbitrator may grant any remedy, relief, or outcome that you or we could have received in court.

12.7.12 Appeal Procedure

Except for: (a) Federal Arbitration Act appeal rights; and (b) Claims involving more than $250,000 (including Claims for an order that could cost more than $250,000), the Arbitrator's award will be final and binding. For Claims involving more than $250,000, either party may appeal the award to a three-person panel selected per this Arbitration Provision. The panel will revisit from the start any part of the initial award either party has appealed. The panel's decision will be final and binding except for any FAA appeal right. Any appropriate court may enter judgment upon the arbitrator's (or panel's) award.

12.7.13 Small Claims Court

Notwithstanding any other provision of this Arbitration Provision, either you or we shall retain the right to seek adjudication in Small Claims Court of any matter within its jurisdiction. If an individual action originally brought in small claims court is transferred, removed, or appealed to a different court, it is then eligible for arbitration at either party's request. Any matter not within the small claims court's jurisdiction shall be resolved by arbitration as provided above. Any appeal from a small claims court judgment shall be conducted, at the appellant's option, either (a) in accordance with the provisions of applicable law, or (b) in accordance with Section 12.7.12 of this Arbitration Provision.

12.7.14 Mass Arbitration

If a Claim is part of a "Mass Arbitration" under the Administrator's rules, the parties agree that the additional procedures in this subsection shall apply. The parties acknowledge that electing to be part of a Mass Arbitration may delay the adjudication of a Claim. If Claims qualify as a Mass Arbitration, counsel for the parties shall each select 5 claimants from each side (10 claimants total) to proceed in individual arbitrations as part of a staged process ("Stage One"), while all other claims are stayed. After Stage One is complete, the parties shall promptly engage in a global mediation. If the remaining Claims are not resolved after the global mediation, counsel for each side shall select 10 new claimants (20 claimants total) to proceed in individual arbitrations ("Stage Two"), while all remaining claims are stayed. After Stage Two is complete, the parties shall promptly engage in a second global mediation regarding the remaining Claims. If the remaining Claims are not resolved, the arbitration organization shall administer the remaining Claims in concurrent batches of 50 claimants, with each batch assigned to one arbitrator, who shall conduct individual arbitrations.

12.7.15 Confidentiality

You and we agree to keep confidential all aspects of the arbitration, any confidential information produced in the arbitration and any arbitration award or decision. However, either party may disclose such information to the extent needed to pursue the arbitration, to appeal or confirm any award or to obtain professional services in connection with the arbitration. Any court filing to appeal or confirm an award must be made under seal. At either party's request, the Arbitrator shall enter an order protecting confidential information.

12.7.16 Severability

If it is determined that any paragraph or provision in this Arbitration Provision is held to be invalid or unenforceable, the remaining portions shall nevertheless remain in force, except that, if a determination is made that the Class Action Waiver is unenforceable, and that determination is not reversed on appeal, then the Arbitration provision shall be void in its entirety. Notwithstanding the foregoing, if a court of competent jurisdiction determines that the Class Action Waiver is unenforceable to a particular Claim or request for relief, and that determination is not reversed on appeal, then the parties agree that the particular Claim or request for relief may proceed in court but shall be severed and stayed pending arbitration of the remaining claims and requests for relief.

12.7.17 Prior Arbitration Provision

If there is an Arbitration Provision in place ("Prior Arbitration Provision") governing a prior agreement between you and Sezzle (a "Prior Agreement") and you do not reject this Arbitration Provision, claims arising out of the Prior Agreement will be governed by this Arbitration Provision instead, unless you (i) previously opted out of arbitration or (ii) served notice of your claims on Sezzle or initiated a lawsuit or arbitration against Sezzle asserting your claims prior to the effective date of this agreement in which case such claims will be governed by the Prior Agreement.

13. Loyalty Program Terms

13.1 Loyalty Tiers

Sezzle provides a loyalty program ("Loyalty Program") to all users of the Services ("Users"). The Loyalty Program has six tiers of membership: Bronze, Silver, Gold, Platinum, Diamond, and Onyx. Each loyalty tier offers different rewards and benefits which are communicated to you via the Sezzle Mobile App, email, and/or other means of communication. These rewards and benefits are granted at the sole discretion of Sezzle. Benefits may be added to, or removed from, the Loyalty Program at any time without notice.

13.2 Payment Streaks

Users earn one (1) Payment Streak for each payment at or above $15.00 (including subscription, down payment or installment) that is successfully paid on or before its originally scheduled due date during the Payment Streak Period (defined below) in which such User does not have a missed, rescheduled, or failed payment (a "Payment Streak"). Users who complete a minimum number of Payment Streaks during the Payment Streak Period are rewarded with an Upgrade Event (as defined below). All Sezzle Users will be assigned to the Gold tier at the activation date of the User's Account or at the roll-out date of the Loyalty Program, whichever is later.

13.3 Ineligible Payments

The following User payments will not increase the number of your Payment Streaks:

1. Payments below $15.00 (including Sezzle subscription payments under $15).

2. Payments that failed at any time and were subsequently corrected by the original payment due date prior to 11:59 PM UTC ("Resolved Payments").

3. Payments on refunded or canceled orders. Any Payment Streaks applied to such refunded or canceled orders will be deducted from your Payment Streaks.

4. Payments pursuant to Long-Term Financing.

13.4 Payment Streak Period

A User's Payment Streaks will increase by the number of qualified payments made during a rolling 90-day period starting on the Program roll-out date or the activation date of a User's Account, whichever is later (the "Payment Streak Period"). Subsequent Streak Periods will reset upon the earlier of a User's (i) Downgrade Event, (ii) Upgrade Event, or (iii) upon the expiration of 90 days.

13.5 Downgrade Event

A failed or missed payment during a Payment Streak Period (a "Downgrade Event") will: (i) reduce a User's Payment Streaks to zero, (ii) downgrade such User to one (1) lower loyalty tier, and (iii) reset such User's Payment Streak Period. A Resolved Payment which is subsequently corrected after 11:59 PM UTC of the original payment due date will be considered a Downgrade Event. A User will only be subject to one (1) Downgrade Event every 48 hours.

13.6 Downgrade Due to Inactivity

A User's inactivity during a Payment Streak Period will downgrade such User to one (1) lower loyalty tier. The lowest tier a User can get downgraded due to inactivity is the Gold tier.

13.7 Upgrade Event

A User's loyalty tier will upgrade within the Payment Streak Period according to the following:

13.7.1 Bronze — earn at least 20 Payment Streaks within a Payment Streak Period to upgrade to Silver.

13.7.2 Silver — earn at least 20 Payment Streaks within a Payment Streak Period to upgrade to Gold.

13.7.3 Gold — earn at least 20 Payment Streaks within a Payment Streak Period to upgrade to Platinum.

13.7.4 Platinum — earn at least 24 Payment Streaks within a Payment Streak Period to upgrade to Diamond.

13.7.5 Diamond — earn at least 28 Payment Streaks within a Payment Streak Period to upgrade to Onyx.

13.8 Platinum, Diamond, and Onyx Tiers

A User must continue to earn the minimum Payment Streak count in each subsequent Payment Streak Period in order to maintain such User's Platinum, Diamond or Onyx tier.

13.9 Program Changes

Sezzle provides this Loyalty Program at our sole discretion, and reserves the right to change, modify, or terminate the Loyalty Program at any time, with or without notice, which may result in loss of Payment Streaks and the cancellation of all benefits and privileges associated with the Loyalty Program. Payment Streaks are not your property and may be revoked, canceled, limited, or modified at any time, even though such action may affect your right to use previously accumulated Payment Streaks. Any changes or modifications will be effective immediately upon posting the revisions to www.sezzle.com, and you waive any right you may have to receive specific notice of such changes or modifications. Your continued access to or use of Services following any such changes or modifications confirms your acceptance of the terms of the Loyalty Program and such changes or modifications; so, you should review these terms frequently. Notwithstanding the foregoing and anything to the contrary set out in these Loyalty Program terms, if you are located in a jurisdiction at the time at which these Loyalty Program terms are agreed to that requires your consent to any changes to these terms, any such changes to the Loyalty Program or your rights and obligations under these terms will not take effect until you have provided affirmative consent to such changes.

13.10 Ineligibility and Program Removal

Users who: (i) are in default for any reason, (ii) are subject to account closure or suspension for any reason, (iii) violate this User Agreement, (iv) we believe, in our sole discretion, are engaged in or attempting to engage in abuse, misuse, or fraud, or (v) supply us with false information are ineligible to participate in the Program and will be removed from it. We reserve the right to terminate your participation in the Program at any time. We may, in our sole discretion, suspend, cancel, or combine accounts that appear to be duplicative. Employees, officers, directors, agents, and representatives of Sezzle are eligible to participate in the Program but may be excluded from certain promotions.

14. Miscellaneous

14.1 Intellectual Property

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

14.2 Assignment

You may not transfer or assign any rights or obligations you have under this Agreement. To the extent permitted by applicable law, we may transfer or assign this Agreement or any right or obligation under this Agreement at any time provided that such transfer does not alter your rights and obligations under this Agreement in a way that benefits you less.