



Affirm Policies and Service Terms

Last Updated: July 31, 2020

Merchant's access to and use of the Services are subject to the Affirm Policies and additional terms ("Service Terms") described below:

- **General Policies and Service Terms:** Affirm Policies and Service Terms that apply to all of the Products offered by Affirm.
- **Product Policies and Service Terms:** Affirm Policies and Service Terms that apply to specific Products offered by Affirm.
- **Channel Policies and Service Terms:** Affirm Policies and Service Terms that apply to specific Channels that are authorized by Affirm.

Capitalized terms used in the Affirm Policies and Service Terms but not defined below are defined in the Merchant Agreement, Order Form or other documents governing Merchant's use of the Services.

Affirm may amend the Affirm Policies and Service Terms from time to time in accordance with the Merchant Agreement.

General Policies and Service Terms

The following Affirm Policies and Service Terms will apply to Affirm's provision of and Merchant's access to and use of the Services.

1. Integration.

A. Integration Overview.

Affirm will provide Merchant with access to and use of certain integration resources and documentation ("Documentation") through Affirm's support pages located at <https://docs.affirm.com/affirm-developers/docs/direct-overview> and other pages on Affirm's website. Merchant will integrate the Services with the Affirm-approved Channels in accordance with Affirm's instructions and the Documentation. As part of providing access to the Services, Affirm may provide Merchant with access to and use of APIs. Affirm may from time-to-time and in its sole discretion, make changes to the API (including by adding or removing functionality) and the related Documentation.

Affirm will make public and private API keys for live and test transactions available to Merchant. Private API keys are Affirm's Confidential Information, and Merchant will secure its private API keys and will not publish or share its private API keys with any unauthorized persons. Merchant will contact Affirm immediately if Merchant becomes aware of any unauthorized use of any of its private API keys or any other breach of security regarding the Services.

B. Direct Integration.

Affirm has developed and, if agreed upon in writing by the Parties, will provide Merchant with access to and use of an API that may be used to access and use the Services via direct integration ("Direct Integration").

C. Virtual Card Integration.

Affirm has developed and, if agreed upon in writing by the Parties, will provide Merchant's customers with access to one-time use virtual cards ("Virtual Cards"), supported by virtual card networks, that Customers may use to purchase Merchant Products (a "Virtual Card Integration").

D. Merchant-Branded Virtual Card Landing Page ("Pilot") Integration.

Affirm has developed and, if agreed upon in writing by the Parties, will provide Merchant with access to a hyperlink to a landing page with various customizable components, which will enable prospective Customers to apply for a Virtual Card ("Pilot Integration"). Merchant may make the Pilot Integration available to Customers via an Affirm-hosted landing page, as instructed by Affirm or as described in the Documentation for use in applicable Channels.

E. Platform Integration.

Affirm may integrate with an ecommerce checkout platform or payment processing gateway (each, a "Platform") which enables Affirm to provide its Services through the Platform to Merchant customers (a "Platform Integration"). Through such Platform Integration, for purposes of the Payout, Affirm may offer its Services through Direct Integration or Virtual Cards.

2. Risk Evaluation.

Affirm may from time to time and in its sole discretion, review and determine Merchant's eligibility to offer the Services. Merchant will promptly furnish to Affirm all information reasonably requested by Affirm in connection with Affirm's evaluation, which may include information about Merchant's general business operations, financial information (including bank account statements, financial statements and processor statements), and information about Merchant's directors, principals, and officers. All information provided by Merchant in response to Affirm requests related to risk evaluations will be considered Merchant Confidential Information.

3. Prohibited Business Policy.

Merchant will not offer or market the Services in connection with the categories of business and business practices in the Prohibited Business Policy located at: <https://cdn-assets.affirm.com/docs/pdf/Prohibited%20Business%20Policy.pdf>.

4. Affirm Disclosures.

Affirm may provide to Merchant disclosures related to the Services. Upon receipt of such disclosures, Merchant will promptly display such disclosures on the Merchant Sites and Channels in accordance with Affirm's instructions. Such disclosures may include notices required by law and statements intended to prevent customer complaints. Affirm may, at any time, review and

confirm Merchant's compliance with Affirm's instructions regarding such disclosures, and upon receipt of written notice by Affirm, Merchant will modify any disclosures in accordance with Affirm's instructions.

5. No Discrimination or Other Disparate Treatment.

Merchant will not discriminate against or otherwise disadvantage (relative to Merchant's transactions involving other methods of payment) its customers who use or desire to use the Services to purchase a Merchant Product, which discrimination or disadvantaging may include, but is not limited to, (A) imposing surcharges, fees, or other costs on such customers; (B) excluding such customers from receiving or participating in any discounts, rebates, savings, offers, incentives, loyalty program benefits, points, or rewards; and (C) acting in a manner that violates Regulation Z, 12 C.F.R. § 1026.

6. Payout Terms.

A. Direct Integration Terms.

With respect to Services that are provided through a Direct Integration, Merchant will establish and maintain one or more U.S. depository account(s) in good standing (each, a "Bank Account"), which may be verified by Affirm prior to the first Payout and from time to time thereafter. Merchant will notify Affirm in writing at least five business days prior to any change of a Bank Account.

With respect to a Platform Integration, Affirm, its affiliate, or its bank partner(s) may disburse the Payout, upon direction by Merchant, directly into a deposit account held by the Platform for the benefit of Merchant (an "F/B/O Account"). After the Payout is disbursed to the applicable F/B/O Account, Affirm will not be liable to Merchant for Merchant's receipt of that Payout by the Platform.

Merchant will receive disbursements (each, a "Payout") equal to the total dollar amount of Successful Transactions not already disbursed to Merchant, less (A) accrued but unpaid Fees; (B) amounts relating to unresolved Customer Disputes; (C) Fees that are disputed by Affirm in good faith; and (D) undisputed amounts owed by Merchant to Affirm, which may include amounts resulting from Customer refunds. Affirm will submit Successful Transactions for processing once every day and Payouts will be initiated within three business days of the applicable Successful Transaction. Merchant authorizes Affirm, its affiliate, or its bank partner(s), and will ensure that Affirm, its affiliate, and/or its bank partner(s) are authorized by the bank holder of the applicable Bank Account, to debit the applicable Bank Account for Past Due Amounts. Merchant will provide Affirm with any necessary documentation related to Affirm's, its affiliate's, or its bank partners' authorization to debit the applicable Bank Account. Based on Merchant's account history and Affirm's periodic risk evaluation, Affirm may, in its sole and reasonable discretion, limit the Payout in whole or in part to Merchant during a certain time period.

B. Virtual Card Terms.

With respect to Services that are provided through Virtual Cards, upon a Successful Transaction resulting from a Customer's use of a Virtual Card, the applicable virtual card network will initiate transfer of the total dollar amount of such Successful Transaction to Merchant's payment processor based on the existing settlement cadence of Merchant's payment processor. Merchant agrees that such Successful Transactions will be processed pursuant to the terms and conditions of the applicable payment network (e.g., Visa and Mastercard) and the terms and conditions of any applicable agreement between Merchant and its acquiring bank.

Affirm will invoice Merchant for outstanding Fees not already paid to Affirm by Merchant. Merchant will pay Fees invoiced under this Section 6(B) no later than 30 days after Merchant's receipt of the applicable invoice. Affirm may invoice Merchant for the full amount of all Captured sales that are forced by Merchant (i.e., funds that bypass the authorization process through manual entering of a previously obtained authorization code). Merchant will be responsible for Merchant's standard commercial debit interchange or similar processing fees related to Merchant's use of credit cards.

C. Partial Payment Collection.

Affirm may, in its sole discretion, require a Customer to make a Partial Payment with respect to using an Affirm Product. Merchant agrees that a Partial Payment made by a Customer to Affirm will be considered the same as a payment made directly to Merchant. Merchant understands that Affirm's obligation to transmit a Partial Payment to Merchant is subject to and conditioned upon successful receipt of the associated Partial Payment from Customer. Affirm assumes no liability for any acts or omissions of the Merchant or for any fraud or chargebacks associated with such Partial Payments. Merchant will reimburse Affirm for any losses incurred by Affirm arising from fraud or chargebacks with respect to Partial Payments.

D. Past Due Amounts.

Any Fees or other amounts due to Affirm that Affirm is unable to collect or Merchant otherwise fails to pay in accordance with the Payout Terms applicable to the Services will be considered past due (collectively, "Past Due Amounts"). Merchant will immediately pay all outstanding Past Due Amounts upon its receipt of notice from Affirm. Each month, Merchant will incur an interest charge equal to the lesser of (i) 1.50% of the aggregate outstanding Past Due Amounts for such month, or (ii) the maximum amount permitted by applicable law.

E. Right to Revise Fees.

Affirm may revise the Fees defined in an Order Form when reasonably justified by regulatory, economic, or merchant risk changes and such revisions will be effective upon written notice to Merchant by Affirm.

7. Scheduled Maintenance.

From time to time, Affirm may apply upgrades, patches, bug fixes, or other maintenance to the Services ("Maintenance"). Affirm will use reasonable efforts to minimize periods when the Services are unavailable, and Merchant will use reasonable efforts to comply with any Maintenance requirements provided by Affirm. Merchant will promptly notify Affirm of, and assist Affirm in diagnosing, any failure or other impediment to Merchant's use of the Services.

8. Capacity Planning Notification.

Merchant will notify Affirm as early as reasonably possible of any anticipated increase in Merchant's or its customers' use of the Services and will provide estimates of anticipated demand upon Affirm's request. Merchant will notify Affirm in writing no later than five business days prior to Merchant (A) marketing or offering the Services on or through any new (1) Merchant Site, including any new distinct domain or brand related to an existing Merchant Site, (2) device type, (3) Merchant Product category, (4) marketing source, event, or promotion; and (B) undertaking any other action that is reasonably likely to increase Merchant or its customers' demand for Services (each, a "Traffic Source"). Upon request by Affirm, Merchant will promptly provide Affirm with data regarding Merchant and its customers' past and anticipated consumption of Services, including pageview volumes for webpages that host Affirm promotional messaging, overall transaction volumes, and Affirm transaction volumes (including average daily transaction volumes, daily impression volume peaks, and hourly impression volume peaks) with respect to the Traffic Source, as applicable. All information provided by Merchant with respect to a Traffic Source will be considered Merchant Confidential Information. Merchant agrees that it will not use the Services for high-frequency internal Merchant testing or load testing.

9. Liens Imposed on Merchant.

In the event that any encumbrance, debt, mortgage, attachment, pledge, charge, claim, lien, or other security interest, including any filing authorized by Merchant of any financing statement under the Uniform Commercial Code or comparable law of any jurisdiction (each, a "Lien") is created, incurred, assumed, or otherwise suffered to exist upon any Merchant Product, including inventory, assets, or any other property of Merchant, that is the subject of a Successful Transaction, (A) Merchant will promptly notify Affirm in writing of any such Lien, and (B) upon becoming aware of such Lien, either through notice by Merchant or by other means, Affirm may immediately suspend or terminate the Services, terminate the Merchant Agreement or the applicable Order Form, or exercise any other rights and remedies available under the Agreement, at law or in equity.

10. Enhanced Analytics.

If Merchant integrates Affirm's Enhanced Analytics solution, which may include tracking technology, including pixels or cookies ("Tracking Technology"), described further at: <https://docs.affirm.com/affirm-developers/docs/enhanced-analytics>, Affirm may use (A) such Tracking Technologies to track, gather and share data regarding the Services, provided that such data will be aggregated and anonymized ("Enhanced Analytics"), and (B) third-party services to collect, monitor, and analyze the Enhanced Analytics. As related to this Article 10, Merchant will maintain and comply with privacy requirements and processes that are compliant with applicable privacy laws.

11. Customer Dispute Resolution Procedures.

Merchant will direct any disputes, inquiries, or complaints by a Customer related to Affirm's Services or business (each, an "Affirm Customer Dispute") directly to Affirm for resolution. Affirm will resolve Affirm Customer Disputes in accordance with its customer dispute resolution procedures located at: <https://docs.affirm.com/affirm-developers/docs/dispute-resolutions>, provided that to the extent that a Customer Dispute is related to a Successful Transaction resulting from a Customer's use of a Virtual Card, resolution of such Customer Dispute will comply with the rules of the applicable virtual card network.

12. Marketing and Brand Guidelines.

Merchant will comply with Affirm's Marketing Guidelines located at: https://cdn-assets.affirm.com/docs/pdf/MerchantMarketingGuidelines_11.30.2018.pdf, unless an exception is expressly approved by Affirm in writing.

11. Merchant Portal.

Affirm will provide access to and use of Affirm's online merchant interface (the "Merchant Portal") to Merchant's authorized users in accordance with and subject to the Merchant Portal Terms of Use located at: [LINK]. In the event Merchant reasonably believes unauthorized access to the Merchant Portal or a password to the Merchant Portal has occurred, Merchant will immediately notify Affirm in writing. Merchant will be solely liable for all activity arising from its access to, use of, or any other act or omission with respect to the Merchant Portal, whether or not authorized by Merchant. Affirm may change any feature or functionality of the Merchant Portal at any time in its sole discretion. During the Term, Affirm may, in its sole discretion, offer new or different services or permit Merchant to modify its existing Services via the Merchant Portal, and the Parties may agree, via the Merchant Portal, upon terms and conditions with respect to such Services. Services that are added or modified via the Merchant Portal will be incorporated by reference into the Agreement and will be subject to the Affirm Policies and Service Terms applicable to such Services. Affirm may change any feature or functionality of the Merchant Portal at any time in its sole discretion.

13. Affirm Data Security Program.

Merchant will establish, maintain, and comply with a comprehensive data security program that meets the minimum requirements set forth in the Merchant Data Security Policy located at: [LINK].

14. Books and Records.

Merchant will keep complete and accurate books and records pertaining to its receipt and handling of transactions processed through the Services (the "Books and Records"). During the Term and for a period of six months after the expiration or termination of the Agreement, Affirm will have the right to audit the Books and Records that are directly relevant to verifying the accuracy of amounts paid to Affirm by Merchant hereunder. Such audit will occur no more than once in a six-month period, at the place where Merchant maintains the Books and Records, during its normal business hours, and with at least 30 days' prior written notice by Affirm. Merchant will allow Affirm or a certified public accountant selected by Merchant (that is reasonably acceptable to Affirm) reasonable access to (including the right to make copies of) the Books and Records in accordance with the foregoing. Affirm will be responsible for its costs of the audit, unless it is determined that the amount payable to Affirm is greater than the amount actually paid or credited to Affirm by Merchant, in which case Merchant will reimburse Affirm for its reasonable costs of such audit.

15. Reserve Account.

Affirm has the right to establish a reserve that Merchant must maintain in a separate reserve account controlled by Affirm (the "Reserve Account") to secure the performance of Merchant's obligations under this Agreement. If Affirm elects to establish the Reserve Account, Affirm will give Merchant written notice, and within three (3) business days' of Merchant's receipt of such notice, Merchant will submit a wire transfer of the full amount required by Affirm to the Reserve Account, or Affirm may withhold such required amount from Payouts in order to establish the Reserve Account. In the event Affirm establishes the Reserve Account based on a suspicion of fraudulent transactions, Affirm may establish the Reserve Account by withholding the amount from Payouts. Affirm may make withdrawals or debits from the Reserve Account, without prior notice to Merchant, to collect any amounts owed by Merchant to Affirm.



Product Policies and Service Terms:

Core Product

The following Affirm Policies and Service Terms apply to Affirm's provision of and Merchant's access to and use of Affirm's Core Product (the "Core Product") to the extent that the Core Product is part of the Services.

1. General Description.

Affirm offers the Core Product as a closed-end installment loan for customers to finance the purchase of Merchant Products at 0% or 10-30% APR with various loan terms. The Core Product is available for a maximum Customer transaction total of no more than \$17,500.00.

2. Payout Terms.

Affirm will use one or more state-chartered banks or other FDIC-insured institutions to originate the Core Product.

3. Authorized Territory.

The Core Product will be available in the following territories:

- i. All states in the United States, except Iowa and West Virginia;
- ii. the District of Columbia;
- iii. Guam;
- iv. Puerto Rico;
- v. the U.S. Virgin Islands; and
- vi. any other state, territory or jurisdiction authorized by Affirm during the Term.

AffirmGo v2.5 Product

The following Affirm Policies and Service Terms apply to Affirm's provision of and Merchant's access to and use of Affirm's AffirmGo v2.5 Product (the "AffirmGo v2.5 Product") to the extent that the AffirmGo v2.5 Product is part of the Services.

3. General Description.

Affirm offers the AffirmGo v2.5 Product as a closed-end installment loan for customers to finance the purchase of Merchant Products at 0% APR with three-month loan terms. The AffirmGo v2.5 Product is available for a maximum Customer transaction total of no more than \$17,500.00. Affirm, in its sole discretion, will deprecate and automatically replace the AffirmGo v2.5 Product with the Splitpay Product (described below), at which time the Splitpay Product will automatically become part of the Services under the Agreement.

4. Payout Terms.

Affirm will use one or more state-chartered banks or other FDIC-insured institutions to originate the AffirmGo v2.5 Product.

3. Authorized Territory.

The AffirmGo v2.5 Product will be available in the following territories:

- i. All states in the United States, except Iowa and West Virginia;
- ii. the District of Columbia;
- iii. Guam;
- iv. Puerto Rico;
- v. the U.S. Virgin Islands; and
- vi. any other state, territory or jurisdiction authorized by Affirm during the Term.

Splitpay

The following Affirm Policies and Service Terms apply to Affirm's provision of and Merchant's access to and use of Affirm's Splitpay Product (the "Splitpay Product") to the extent that the Splitpay Product is part of the Services.

1. General Description.

Affirm offers the Splitpay Product as a closed-end installment loan for Customers to finance the purchase of Merchant Products at 0% APR, which will be repaid by Customer either (A) in four or fewer bi-weekly installments over an eight-week loan term, or (b) in three or fewer monthly installments over a three-month loan term. The Splitpay Product is available for a maximum Customer transaction total of no more than \$17,500.00.

2. Payout Terms.

Affirm, itself or through its affiliates, will be the creditor at origination for any Successful Transaction resulting from a Customer's use of the Splitpay Product, and Affirm will cause payment to be made directly to Merchant. To the extent that Affirm requires a Partial Payment, Merchant appoints Affirm as its payment collection agent solely for the purpose of accepting such Partial Payment from Customers on behalf of Merchant.

3. Authorized Territory.

The Splitpay Product is available in the following territories:

- i. All states in the United States, except Nevada and New Mexico until such states are authorized by Affirm during the Term;
- ii. the District of Columbia; and
- iii. any other state, territory or jurisdiction authorized by Affirm during the Term.

Channel Policies and Service Terms

In-Store Service Terms

The following Affirm Policies and Service Terms apply to the In-Store Channel to the extent Merchant's use of the In-Store Channel is approved by Affirm under the Agreement.

1. In-Store Overview.

Affirm authorizes Merchant Personnel to market and offer the Services to customers by performing in-store activities that facilitate customers' use of Affirm Products to purchase Merchant Products (the "In-Store Activities"). As used in this Section 1, "Merchant Personnel" means personnel who perform In-Store Activities. Merchant is only authorized to perform In-Store Activities at the Merchant physical retail stores agreed upon by the Parties in writing ("Locations"). Merchant Personnel will place Affirm messaging at (A) the product level on or near pricing information, and (B) at or near the register, in each case, in a manner that makes it likely that customers will see such Affirm messaging and associate it with the applicable Merchant Products.

2. Training.

Affirm will provide Merchant with appropriate training materials and instructions for the purpose of promoting the Services through In-Store Activities (collectively, "Training Materials"). Training materials include instruction on the Affirm VCN flows, exception flows, preferred customer messaging, disclaimers, and support channels. Merchant will comply with all Training Materials and training provided by Affirm, including specifications and instructions provided by Affirm. The Parties will identify and agree upon the means of training Merchant Personnel, which may include in-person or online "train the trainer" training, self-guided online training, and in-person group training. Merchant will be solely responsible for ensuring that its Merchant Personnel (A) complete all required training prior to performing In-Store Activities, and (B) comply with the training and Training Materials provided by Affirm while performing In-Store Activities. Merchant will, upon Affirm's request, certify to Affirm that all Merchant Personnel have completed Affirm's required training.

3. In-Store Marketing.

Affirm will provide certain Affirm Approved Marketing Materials to Merchant, which Merchant will print and deploy at Merchant's own expense at each Location no later than 30 days after its receipt of such Affirm Approved Marketing Materials (or as otherwise agreed to in writing by the Parties). Affirm may audit Merchant's placement of Affirm Approved Marketing Materials at Locations and compliance with the terms of the Agreement.

4. Unauthorized Statements.

Merchant Personnel will not make any statements, commitments, representations or warranties with respect to Affirm or the Services, except as expressly authorized in advance and in writing by Affirm, which authorization may be in the Training Materials.

5. Data Sharing / Performance.

Each month during the Term, Merchant will provide Affirm a report of the transactional data resulting from the In-Store Activities during the previous month, which data will include SKU level transaction data for Affirm transactions, category data of Affirm transactions, percent of total transactions that are Successful Transactions (i.e., Affirm's share of cart data) and other data reasonably requested by Affirm. Affirm will use such data to improve the Services and such reporting will be considered Feedback under the Agreement.

6. Merchant Personnel.

Merchant Personnel are not employees of Affirm or any of Affirm's affiliates, and neither Affirm nor any of its affiliates will be liable to Merchant Personnel for any claims or causes of action arising out of, or related to, their performance of the In-Store Activities, even if subsequently deemed to be an employee of Affirm under the Agreement. Merchant will be solely responsible for resolving all employment-related matters related to and claims made by Merchant Personnel, including matters involving benefits, immigration, misclassification or compensation. Upon Affirm's request, Merchant will remove a Merchant Personnel from performing the In-Store Activities as soon

as practicable. Affirm may immediately suspend the Merchant's authorization to perform In-Store Activities if Affirm, in its sole discretion, deems one or more Merchant Personnel to be a security risk to with respect to the Services or Affirm's business operations.

Telesales Service Terms

The following Affirm Policies and Service Terms apply to the Telesales Channel to the extent Merchant's use of the Telesales Channel is approved by Affirm under the Agreement.

1. Telesales Overview.

Affirm authorizes Merchant Personnel to market and offer the Services to customers by telephone to facilitate customers' use of Affirm Products to purchase Merchant Products (the "Telesales"). As used in this Section 1, "Merchant Personnel" means personnel who perform Telesales. Merchant will perform Telesales using Merchant-provided technology (POS/ERP) in accordance with these Service Terms.

2. Training.

Affirm will provide Merchant with appropriate training materials and instructions for the purpose of promoting the Services via Telesales (collectively, "Training Materials"). Training materials include instruction on the Affirm VCN flows, exception flows, preferred customer messaging, disclaimers, and support channels. Merchant will comply with all Training Materials and training provided by Affirm, including specifications and instructions provided by Affirm. The Parties will identify and agree upon the means of training Merchant Personnel, which may include in-person or online "train the trainer" training, self-guided online training, and in-person group training. Merchant will be solely responsible for ensuring that its Merchant Personnel (A) complete all required training prior to performing Telesales, and (B) comply with the training and Training Materials provided by Affirm while performing Telesales. Merchant will, upon Affirm's request, certify to Affirm that all Merchant Personnel have completed Affirm's required training.

3. Unauthorized Statements.

Merchant Personnel will not make any statements, commitments, representations or warranties with respect to Affirm or the Services, except as expressly authorized in advance and in writing by Affirm, which authorization may be in the Training Materials.

4. Data Sharing / Performance.

Each month during the Term, Merchant will provide Affirm a report of the transactional data resulting from the Telesales during the previous month, which data will include SKU level transaction data for Affirm transactions, category data of Affirm transactions, percent of total transactions that are Successful Transactions (i.e., Affirm's share of cart data) and other data reasonably requested by Affirm. Affirm will use such data to improve the Services and such reporting will be considered Feedback under the Agreement.

5. Merchant Personnel.

Merchant Personnel are not employees of Affirm or any of Affirm's affiliates, and neither Affirm nor any of its affiliates will be liable to Merchant Personnel for any claims or causes of action arising out of, or related to, their performance of the Telesales, even if subsequently deemed to be an employee of Affirm under the Agreement. Merchant will be solely responsible for resolving all employment-related matters related to and claims made by Merchant Personnel, including matters involving benefits, immigration, misclassification or compensation. Upon Affirm's request, Merchant will remove a Merchant Personnel from performing the Telesales as soon as practicable. Affirm may immediately suspend the Merchant's authorization to perform Telesales if Affirm, in its sole discretion, deems one or more Merchant Personnel to be a security risk to with respect to the Services or Affirm's business operations.

6. TCPA and TSR Compliance.

Merchant will comply with the Telephone Consumer Protection Act and Telemarketing Sales Rule, their state-law analogues, and any rules relating to telemarketing. Merchant agrees to permit Affirm, upon Affirm's request, to review any consumer consents and scripts at any time prior to or after commencing telephonic activities with customers or Customers related to the Services.