



Corporate Privacy Policy

**Last Update:
April 13, 2021**

Please read this Privacy Policy carefully. This policy describes the ways Sezzle Inc (“Sezzle”, “we”, “us”, “our”) protects, uses, discloses and stores your Personal Information. You accept this Privacy Policy by using our products and services on our website or through any other means (collectively the “Sezzle Services”). We may amend this Privacy Policy at any time by posting a revised version on our website.

Other Legal Agreements may apply, especially our [User Agreement](#) and [Merchant Agreement](#). Please check [Sezzle's Legal Agreement Index](#) for all of our legal agreements. Definitions used herein have the same meaning as outlined in our User Agreement and Merchant Agreement unless otherwise defined herein.

Your Consent

BY SUBMITTING YOUR PERSONAL INFORMATION AND FINANCIAL INFORMATION TO US, YOU ARE CONSENTING TO THE COLLECTION AND PROCESSING OF YOUR PERSONAL INFORMATION IN AND OUTSIDE OF THE UNITED STATES, THE TRANSPORT AND STORAGE OF YOUR PERSONAL INFORMATION TO AND IN THE UNITED STATES AND TO OUR USE OF YOUR PERSONAL INFORMATION AND ANY RELATED INFORMATION IN THE MANNER DESCRIBED IN THIS PRIVACY POLICY. YOU ARE ALSO CONSENTING TO THE TRANSMISSION TO, AND STORAGE AND PROCESSING OF YOUR PERSONAL INFORMATION BY SERVICE PROVIDERS OUTSIDE THE UNITED STATES. IF YOU ARE SUBMITTING PERSONAL INFORMATION OF THIRD PARTIES TO US, YOU WARRANT AND REPRESENT YOU HAVE THEIR CONSENT TO PROVIDE THEIR PERSONAL INFORMATION TO US FOR THE PURPOSES DESCRIBED IN THIS PRIVACY POLICY AND YOU WILL INDEMNIFY US AND HOLD US HARMLESS FROM AND AGAINST CLAIMS BY SUCH INDIVIDUALS RELATING TO OUR PROCESSING AND USE OF SUCH PERSONAL INFORMATION WITHIN THE TERMS OF THIS PRIVACY POLICY.

1. Your Information

1.1 Our Reason For Collection.

We collect Personal and Financial Information about you to provide you with and manage Sezzle Services, to detect and prevent fraud, to help Sezzle follow government regulations and otherwise comply with law, to communicate with you, and to help us personalize and improve your experience, as described in more detail below. We require the information we collect about you for a variety of reasons. In many cases, our suppliers may require the information. In other examples, we may need the information to help Sezzle follow government regulations. Finally, we collect your information to help us personalize and improve your experience. We use the term "Personal Information" to describe information that can be associated with a particular person and can be used to identify that person. We use the term “Financial Information” to describe information tied to financial accounts and services. Personal Information and Financial Information collectively referred to as “Information.” We do not consider Personal Information or Financial Information to include anonymized information.

1.2 The Information You Give Sezzle.

If you open an account or use Sezzle Services, we may collect the following types of information: Personal Information – may include your name, address, phone, date of birth, social security information, email, third-party application IDs, and other similar information. Financial Information – may include bank account numbers and payment card numbers that you link to your Sezzle account or give us when you use Sezzle Services. Before permitting you to use the Sezzle Services, we may require you to provide additional information, including but not limited to your Social Security Number, and other Personal Information. We may use this information to verify your identity or other information you provide. We may combine your Personal Information with information we collect from other companies and use it to improve and personalize Sezzle Services, content, and advertising.

1.3 The Information We Collect When You Use Sezzle.

When you use Sezzle Services, we collect information sent to us by your computer, mobile phone or any other access device. The information we collect includes, but is not limited to, the following: Your computer IP address; Your device ID or unique identifier; Your device type; Geolocation information; Computer and connection information; Mobile network information; Statistics on page views; Traffic to and from the sites; Referral URL; Ad data; Standard web log data and other information. We also collect information as you use Sezzle Services. This information includes, but is not limited to, the details of the products purchased with Sezzle, data about the products you viewed or attempted to purchase, and the pages you accessed. We may also collect information about you from any contact you have with any of our services or employees. This type of information includes, but is not limited to, the information you enter when you add data to a web form, add or update your account information, participate in community discussions, chats, or dispute resolutions, or when you otherwise correspond with us regarding Sezzle Services. Additionally, for quality and training purposes or its protection, Sezzle may monitor or record its telephone conversations with you or anyone acting on your behalf. By communicating with Sezzle, you acknowledge that your communication may be overheard, monitored, or recorded without further notice or warning.

1.4 Information Obtained From Third Parties.

We may also obtain information about you from third parties such as credit bureaus or identity verification services. You may choose to provide us with access to certain Personal Information stored by third parties such as social media sites (such as Facebook, Instagram, SnapChat, and Twitter). These third parties and your privacy settings with these parties control the information we can access. By associating an account managed by a third party with your Sezzle Account and authorizing Sezzle to have access to this information, you agree that Sezzle may collect, store and use this information in agreement with this Privacy Policy.

The Sezzle Merchant you are purchasing products from may also share your Personal Information with us and we may share your Personal Information with them in order to provide Sezzle Services to you. When you make a payment with Sezzle, the Sezzle Merchant may share Personal Information with us in order to facilitate that payment, including your name and contact information and information about the items you wish to purchase.

We also obtain Information from service providers in order to assist us in trying to detect and prevent fraud. We use the Information provided by these service providers to help us verify your identity and Information and to help us prevent unauthorized payments.

For Canadian Residents: You authorize your wireless operator (Telus, Bell, Rogers, or any other branded wireless operator) to disclose your mobile number, name, address, email, network status, customer type, customer file, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, to our third party service provider, solely to verify your identity and prevent fraud for the duration of the business relationship.

2. How Sezzle protects your information.

2.1 Safety Policies.

Sezzle stores and processes your Information maintaining physical, electronic and procedural safeguards to reduce the risks of loss, misuse, unauthorized access, disclosure, and alteration. Sezzle, in collaboration with our partners, maintains physical security measures to guard against unauthorized access to systems and use safeguards such as firewalls and data encryption. We enforce physical access controls to our buildings, and we authorize access to Information only for those employees who require it to fulfill the responsibilities of their jobs. No method of transmission over the Internet, or method of electronic storage, is 100% secure, however. Therefore, we cannot guarantee its absolute security.

2.2 Audits.

Sezzle and its partners perform stringent information security audits yearly to ensure proper implementation of our physical, electronic and procedural safeguards. Audits undertaken by Sezzle and some of its partners include Payment Card Industry (PCI) Compliance and Sarbanes-Oxley Compliance (SOC). Sezzle also actively engages in ad-hoc "White Hat" activities on its services to ensure data is stored and protected at the highest levels.

3. How Sezzle Uses and Shares Your Information

3.1 To Operate Our Business

We use Information to provide and improve our products and services, or for purposes in our legitimate interests and for compliance with applicable laws. We process Information where you give us your consent to the use of your Information, or as otherwise permitted

or required by law. Where permitted by law, we may process Information: (a) necessary for the performance of a contract we or one of our Merchants has with you; (b) in our or a third party's legitimate interests to use your Information such as a contract with another party under which we are required to deliver products or services; or (c) for compliance with a legal obligation.

3.2 Providing and Improving Our Products And Services.

Our primary purpose in collecting Information is to provide you with a secure, smooth, efficient, and customized experience. Specific examples of improving our products and services through the use of your information include, but are not limited to: Providing you Sezzle Services and customer support; Processing your transactions and sending notices to you about your transactions; Collecting payments and fees, and troubleshooting problems; Improving the Sezzle Services by customizing your user experience; Measuring the performance of the Sezzle Services and improving their content and layout; Providing pertinent marketing and advertising; Providing service update notices, and delivering promotional offers based on your communication preferences; Contacting you at any telephone number, by placing a voice call or through text (SMS) or email messaging, as authorized by our User Agreement and Merchant Agreement.

3.3 Improving Our Security.

We use the information you provide and the information we collect to ensure that we are enabling safe, secure and reliable Sezzle Services. Specific examples of improving our security through the use of your information include, but are not limited to verifying your identity, including during account creation and password reset processes; Detecting, preventing, and/or mitigating fraud by trying to verify your identity and preventing unauthorized payments or other potentially prohibited or illegal activities; Detecting, preventing or mitigating violations of policies or applicable User agreements; Managing and protecting our information technology infrastructure;

3.4 Enabling Commerce.

When transacting with others, we may provide those parties with information about you as necessary to complete the transaction, such as your name, account ID, contact details, shipping and billing address, or other information needed to promote the reliability and security of the transaction. If a transaction fails or is later invalidated, we may also provide details of the unsuccessful transaction. To facilitate dispute resolution to enable a return, we may provide a buyer with the Merchant's address. Contacting Users or Merchants with unwanted or threatening messages is against our policies and constitutes a violation of our User and Merchant Agreements.

If we use service providers, these service providers may have access to your Information to perform contractually specified services on our behalf. Please note that the Merchants you transact with may have privacy policies and may be governed by rules and regulations based on their location or business requirements. Although Sezzle's User and Merchant

Agreements do not allow the other transacting party to use this information for anything other than completing a successful transaction initiated by Sezzle Services, Sezzle is not responsible for their actions, including their information protection practices.

3.5 Legal and Regulatory.

In some cases, Sezzle may be required to share Information of its Users and Merchants to follow local, state or federal laws and regulations. We also provide this information when required by subpoenas, court orders, and legal actions, or when we in our sole discretion, believe is appropriate under exigent circumstances in response to a perceived threat to the personal safety, property, or rights of any person or organization. In cases where there is a violation of our User Agreement or Merchant Agreement, we may also share Personal Information with credit bureaus, collection agencies and banking partners to ensure that Sezzle can act on violations of our agreements. In addition to the above requirements, card, lending, and banking rules may also compel Sezzle to share your information with 3rd parties.

4. How We Don't Use Your Information.

4.1 We Don't Sell Your Information To Third Parties.

We are not in the business of selling your Information. We consider this information to be a vital part of our relationship with you. Therefore, we will not sell your Information to third parties, including third party advertisers. There are, however, certain circumstances in which we may disclose, transfer or share your Information with certain third parties without further notice to you, as set forth in this Privacy Policy. As we develop our business, we might sell or buy businesses or assets. In the event of a corporate sale, merger, reorganization, dissolution or similar event, Information may be part of the transferred assets. You acknowledge and agree that any successor to or acquirer of Sezzle (or its assets) will continue to have the right to use your Information and other information in accordance with the terms of this Privacy Policy. We do not disclose personal information of individuals we know to be under the age of 16 to other businesses or third parties for consideration.

5. Communicating With You

5.1 Contact regarding your Account.

We may contact you via electronic means or postal mail to notify you regarding your account, to troubleshoot problems with your account, to resolve a dispute, to collect fees or monies owed, to poll your opinions through surveys or questionnaires, or as otherwise necessary to service your account.

5.2 Contact regarding Offers and Feedback.

We may contact you to offer coupons, discounts, and promotions, and inform you about Sezzle Services. We may also contact you to solicit feedback on your experience with our services.

5.3 Contact regarding Policies.

We may contact you as necessary to enforce our policies, applicable law, or any agreement we may have with you.

5.4 Means of Contact.

When contacting you via phone, to reach you as efficiently as possible we may use, and you consent to receive, autodialed or prerecorded calls and text messages as described in our User Agreement and Merchant Agreement. Where applicable and permitted by law, you may decline to receive certain communications.

5.5 Your Notification Options.

If you do not wish to receive marketing communications from us or participate in our ad-customization programs, simply indicate your preference by logging into your account and updating your preferences, or follow the provided directions that may be with the communication or advertisement. We respect your communication preferences. If you no longer wish to receive notifications via our application, you can adjust your preferences by visiting the settings page of the application.

5.6 SMS Messaging.

SMS messaging is used a critical component of Sezzle Services. Regulatory provisions require that Sezzle allows you an option to opt out of our SMS messages. You can opt out of receiving SMS messages by emailing support@sezzle.com, by logging into your account and adjusting your preferences or by following the directions provided with the communication. Sezzle reserves the right to close or limit access to your account should you opt out of the crucial notices that are required to perform Sezzle Services.

6. Our Cookies And Why You Shouldn't Try To Eat Them

6.1 Cookies

When you access our website or use Sezzle Services, we (including companies we work with) may place small data files on your computer or any other device. These data files may be cookies, pixel tags, e-tags, "Flash cookies," or other local storage provided by your browser or associated applications (collectively "Cookies"). We use these technologies to recognize you as a customer; Customize Sezzle Services, content, and advertising; Measure promotional effectiveness; Help ensure your account security; Mitigate risk and

prevent fraud; and to promote trust and safety across our sites and Sezzle Services. You are free to decline our Cookies if your browser or browser add-on permits unless our Cookies are required to prevent fraud or ensure the security of websites we control. However, declining our Cookies may interfere with your use of our website and Sezzle Services.

6.2 Do Not Track.

Do Not Track (DNT) is an optional browser setting that allows you to express your preferences regarding tracking by advertisers and other third-parties. We do not currently respond to DNT signals. We do, however, provide you notice of the tracking by advertisers and other third parties in our Privacy and Cookies Policies.

7. Access To Your Account Information

7.1 Reviewing And Editing Information Tied To Your Account.

You can review and edit your information on file with Sezzle at any time by logging into your account and reviewing your account settings and profile. You can also close your account through the Sezzle website.

7.2 Closing an Account.

If you close your Sezzle Account, we will mark your account as "Closed" in our database. We may retain Personal Information from your account for a period and disclose it in a manner consistent with our practices under this Privacy Policy. We also may retain Personal Information from your account to collect any fees owed, resolve disputes, troubleshoot problems, assist with any investigations, prevent fraud, enforce our User Agreement and Merchant Agreement, or take other actions as required or permitted by law.

8. Privacy Rights and Requests

8.1 Your Rights.

General. You may have rights under applicable laws concerning Information we have collected about you, which may include the right to access your Information we have, to ask us to delete, correct, or restrict the use of your Information, to withdraw your consent to our use of your Information, to ask how we have used your Information, request we not sell your Information, and to ask whether we have shared your Information. We will honor your rights to the extent required by us under applicable laws or as we may agree to honor in our sole discretion.

California Residents. If you are a California resident, in addition to the above rights, you have the right not to receive discriminatory treatment by us for your exercise of privacy rights conferred by the California Consumer Privacy Act ("CCPA"). We do not sell Personal Information of California Consumers, as such terms are used in the CCPA. If you are a

California resident, the term “Personal Information” as used in this Privacy Policy means information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household but excludes information that is lawfully made available from government records, deidentified or aggregated, or is otherwise excluded from the scope of the CCPA. We describe the categories of Personal Information we have collected about California Consumers in the twelve (12) months preceding the “Last Update” date of this Privacy Policy in the part titled, “Your Information”. We describe the categories of Personal Information we have disclosed about California Consumers for business purposes in the twelve (12) months in the part titled, “How Sezzle uses your Information”. In that part we also describe the categories of third parties whom we may have disclosed the information.

Located in Europe. If you are located in the European Economic Area (“EEA”) or Switzerland, you are entitled to contact us and ask us for an overview of your Personal Information or ask for a copy. In addition, you may request us to update and correct inaccuracies, delete your Personal Information, restrict processing of your Personal Information, or exercise your right to data portability and to easily transfer your Personal Information to another company. In some cases, you may object to the processing of your Personal Information and where we have asked you for your consent to process your Personal Information, you can withdraw it at any time.

8.2 Privacy Requests.

All privacy requests relating to your Personal Information, including those related to access to, rectification of, restriction of, processing of, sharing of, or objection to the processing of your Personal Information, withdrawal of consent to handle your Personal Information, or the right to be forgotten, can be submitted one of the following ways:

Data Protection Officers:

US and Canada: Killian Brackey, Chief DPO

Europe: Amit Siwal

India: Sankaran Kaliappan

- By email: privacy@sezzle.com

- By U.S. Mail: Sezzle Attn: Privacy Requests PO Box 3320 Minneapolis, MN 55403

- By telephone: +1 (888) 540-1867

Please clearly state what information you are requesting and any other requests you are making.

We will respond to reasonable requests within the time limits established by applicable law or within a reasonable time if no time limit is established by applicable law.

If you or your authorized agent sends us an email requesting that we take action regarding your Personal Information or the right to be forgotten, the requesting email MUST come from the email address we have on file for you in order to verify that the request is valid and also to protect your Personal Information. All other requests must be made in writing or otherwise be verifiable as originating from you or your authorized agent. In order to protect your information and because people may have the same name, we will only provide or delete Personal Information that we can verify is associated with your particular email address or where we can reasonably identify the identity of the requestor. For your protection, we may ask you for additional information to verify your identity. In most cases, we will provide the information you request and correct or delete any inaccurate Personal Information you discover. We reserve the right, however, to limit or deny your request to the extent permitted by applicable law if: (a) complying with the request may present a threat to the personal safety, property, or rights of any other person or organization; (b) complying with the request may lead to a violation of applicable laws or regulations; (c) we are not required to comply with the request because of a legal rule or exception; or (d) you have failed to provide us with sufficient evidence to verify your identity. We will not delete Personal Information if that information is related to an ongoing transaction. Even after a request, we may also keep Personal Information where necessary to comply with applicable laws or where necessary to protect a legal right or fulfill a legal obligation.

9. International Data Transfers

We provide our services in multiple countries and have business processes and technical systems that cross borders. The Personal Information we collect is shared within Sezzle globally or transferred to our affiliates, subsidiaries, service providers and agents, who may be located in the United States or in other jurisdictions worldwide. The United States and the other jurisdictions to which we transfer information may not have equivalent data protection laws as your home jurisdiction. Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer. Any international data transfers will be in accordance with this Privacy Policy and in compliance with applicable laws. For example, if you are located in the EEA, UK or Switzerland, we comply with applicable legal requirements for the transfer of Personal Information to countries outside of the EEA, UK or Switzerland. We may transfer your Personal Information to countries for which adequacy decisions have been issued or use contractual protections for the transfer of Personal Information. You may contact us as specified above to obtain a copy of the safeguards we use to transfer Personal Information outside of the EEA, UK or Switzerland or other specific territory.

Rev	Date	Description	Approver
A	24 June 2019	Formal release	Board of Directors
B	30 June 2020	Updates to Objectives, delegation of Measurable Objectives, addition of version control and current logo.	Board of Directors

