

## Disclaimer for U.S. Business Activities of Our Clients

### Scope for Business Activities of Our Clients in the United States of America (USA)

**ITB-Swiss AG**, with its registered seat in the **Switzerland**, provides IT, development, and operational services to business customers (B2B), in particular in the field of e-commerce, shop, and system solutions.

Our systems constitute **solely a technical platform**. The legal permissibility of the transactions conducted via these systems is **not within our responsibility**.

To the extent that our clients offer or distribute their products or services in the **United States of America (USA)** through systems provided or operated by us, the following additional provisions shall apply:

#### 1. No Involvement in Our Clients' U.S. Distribution

We are **not** the seller, importer, distributor, manufacturer, or placing party on the market of the products or services offered by our clients in the USA.

Responsibility for distribution, product safety, labeling, approvals, export/import regulations, consumer protection laws, and compliance with all applicable U.S. laws lies **exclusively with the respective client**.

#### 2. No Legal or Compliance Advice Regarding U.S. Law

Our services do **not** constitute legal, tax, or compliance advice under U.S. law. In particular, we do not provide advice regarding product liability, FDA, FCC, FTC, customs, export control, consumer protection, or labeling regulations in the USA.

The client is obliged to have these requirements independently reviewed by qualified legal counsel.

#### 3. No Liability for Our Clients' Products or Content

Wi We assume **no liability whatsoever** for:

- Products or services offered by clients,
- Product defects, product safety, or warning notices,
- Content, descriptions, advertising statements, or legal texts within the shop,
- Any violations of U.S. law committed by the client.

#### **4. Exclusion of Liability for U.S. Legal Consequences (U.S. Liability Exclusion)**

To the extent permitted by law, liability of **ITB-Swiss AG** for claims, damages, lawsuits, penalties, or sanctions under U.S. law arising from our clients' U.S. business activities is expressly excluded.

This applies in particular to product liability claims, class actions, punitive damages, consequential damages, and loss of profit.

#### **5. Indemnification**

The client shall fully indemnify and hold us harmless from and against all claims by third parties, authorities, or courts in the USA arising in connection with the U.S. distribution of the client's products or services.

This indemnification also includes reasonable legal defense costs.

#### **6. Responsibility for Shop Content and Legal Texts**

The client is solely responsible for all legal texts (terms and conditions, privacy policy, withdrawal notices, product information, warnings, etc.) and for the legal compliance of all shop content.

#### **7. Governing Law and Jurisdiction**

All services shall be governed exclusively by Swiss law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Place of jurisdiction is the registered seat of ITB-Swiss AG in Switzerland.

Steinhausen, March 31, 2026