#### Terms and Conditions for AMA CREATIVE PRODUCTS LLC

Last Updated: July 22, 2025

These Terms and Conditions ("Agreement") govern the relationship between AMA CREATIVE PRODUCTS LLC (referred to herein as "AMACP11," "AMACP11QR," "The Company," "We," "Us," or "Our") and any individual or entity utilizing services, products, or QR codes provided or managed by The Company (referred to herein as "The User," "You," or "Your").

By accessing or using any services, products, or QR codes provided by AMACP11 or AMACP11QR, You agree to be bound by these Terms and Conditions. If You do not agree with any part of these terms, You must not use Our services.

## 1. Scope of Agreement

This Agreement specifically addresses the responsibilities related to data security, data loss, and overall data management concerning QR codes generated, managed, or utilized by AMACP11 or AMACP11QR, particularly those involving the services of QRCODEChimp.com.

# 2. Data Responsibility and Security

- **2.1. Ultimate Responsibility for QR Code Data:** AMACP11 or AMACP11QR acknowledges and agrees that it holds the ultimate and sole responsibility for all data associated with QR codes generated, managed, or utilized under its purview, including, but not limited to, data processed through the QRCODEChimp.com service.
- **2.2. Data Security:** The Company is solely responsible for implementing and maintaining appropriate technical and organizational measures to ensure the security, integrity, and confidentiality of all data linked to its QR codes, regardless of where such data is hosted or processed (e.g., on QRCODEChimp.com or any other third-party platform). This includes protection against unauthorized access, alteration, disclosure, or destruction of data.
- **2.3. Data Loss:** In the event of any data loss, corruption, or breach related to QR code data managed by The Company, AMACP11 or AMACP11QR shall bear full responsibility for such incidents and any resulting consequences. The Company is responsible for implementing robust backup and recovery procedures to mitigate the risk of data loss.

# 3. Indemnification and Liability Regarding QRCODEChimp.com

- **3.1. Indemnification of QRCODEChimp.com:** The User, on behalf of AMACP11 or AMACP11QR, hereby confirms that they have reviewed and agreed to the terms and conditions of QRCODEChimp.com. In consideration of the services provided by QRCODEChimp.com, AMACP11 or AMACP11QR agrees to indemnify, defend, and hold harmless QRCODEChimp.com, its affiliates, officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, or demands (including reasonable attorneys' fees) arising out of or in connection with the processing of personal data or any other data through their service in relation to QR codes managed by AMACP11 or AMACP11QR.
- **3.2. Exclusion of QRCODEChimp.com Liability:** Consequently, QRCODEChimp.com shall not be held liable for any legal claims, losses, damages, or expenses whatsoever arising from or related to the data associated with QR codes managed by AMACP11 or AMACP11QR, including but not limited to issues of data security, data loss, privacy breaches, or non-compliance with data protection regulations.
- **3.3. AMACP11's Full Responsibility:** AMACP11 or AMACP11QR explicitly accepts full responsibility for any and all related legal or financial repercussions, fines, penalties, or other liabilities that may arise from the data processed through QRCODEChimp.com under its account or management.

#### 4. General Provisions

- **4.1. Acceptance of Terms:** By using Our services, You acknowledge that You have read, understood, and agree to be bound by these Terms and Conditions.
- **4.2. Changes to Terms:** We reserve the right, at Our sole discretion, to modify or replace these Terms and Conditions at any time. If a revision is material, We will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion. Your continued use of Our services after any such changes constitutes Your acceptance of the new Terms and Conditions.
- **4.3. Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of [Insert State, e.g., Arkansas], without regard to its conflict of law principles.
- **4.4. Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.

**4.5. Entire Agreement:** This Agreement constitutes the entire agreement between AMACP11 or AMACP11QR and The User regarding the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral.

#### 5. Contact Information

If you have any questions about these Terms and Conditions, please contact us at:

AMA CREATIVE PRODUCTS LLC Fort Smith, Arkansas, 72901 infor@amacp11qr.com

Contact Information: info@amacp11qr.com <a href="http://www.amacp11.com/">http://www.amacp11.com/</a> http://www.amacp11qr.com

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