



(Holloway) Chew, Kean Ho's General Business Policy

Covering all terms and conditions for conducting businesses

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Effective from:

Friday, November 1, 2024

AGREEMENT

This agreement takes effect on the earlier of the date specified or the first execution of actions outlined in the "Covenant Assignment, Ratification, and Tenure" section.

PARTIES

1. "PRINCIPAL": (Holloway) Chew, Kean Ho (Business Reg. No: 202403160286) that provide one or more Products or Services as defined in this Covenant.
2. "CLIENT": YOU, the individual or entity legally authorized to use the Products and Services subject to these terms and conditions.

(PRINCIPAL must be collectively referred to as "Provisioning Parties")

(CLIENT must be collectively referred to as "Receiving Parties")

(the Provisioning Parties and the Receiving Parties must be collectively referred to as "Parties")

WHEREAS

The Receiving Parties desire to appoint the Provisioning Parties for their Products and Services. The Provisioning Parties agree to provide the values and services of the Products and Services to the Receiving Parties upon the terms and conditions set out in this Covenant.

ACKNOWLEDGMENT

THE PARTIES HEREBY ACKNOWLEDGE, AGREE, AND RATIFY as follows:

1 Definitions

- 1.1 Terms in the singular include the plural and vice versa.
- 1.2 Terms referencing to the masculine gender include the feminine gender and vice versa.
- 1.3 Time is of the essence in this Covenant.
- 1.4 Capitalized terms must have the meanings assigned to them in this Covenant or, where unspecified, the meanings generally accepted in the relevant industry context.

Authentication Credentials	Means any confidential and uniquely identifiable information that provides access authorization and authentication capability; including, without limitation, usernames, email addresses, phone numbers, passwords, and two-factor authentication tokens and their generators.
Content	Means any property or work, tangible or intangible, that can be produced, reproduced, distributed, transformed, or otherwise utilized subject to applicable laws in relevant jurisdictions; including, without limitation, physical products, and creative works.
Covenant	Means the legally binding terms and conditions in this document agreed upon by You and Us which can be a contract, license, agreement, terms of use, privacy policy, or similar document.
Endpoint Device	Means any client-side computing device that processes data; including, without limitation, laptops, computers, mobile phones, Internet of Things devices, smart devices, network devices, or edge computing servers.
Interface, Interfacing	Means the act of interacting with or directly referring to any control point of a product or service that allows user to operate or control it; regardless of the control point's design intent; physical or digital form; or whether it reveals internal mechanisms; including, without limitations, buttons panel, controller, graphical user interface (GUI), application programmable interfaces (API), application binary interface (ABI), and piping valves control room.
Notice	Means any official written communication that conveys information, requests action, or has legal significance; including, without limitation, bills, receipts, demands, summonses, messages, recordings, archives, and other legal documents.

PDPA	Means the personal data protection laws applicable in Your and Our respective countries of operation and residence; including, without limitation, Malaysia's Personal Data Protection Act 2010.
PII	Means any personal identifiable information that can identify a specific person (either by itself or when combined with other information) as protected by data privacy laws; including, without limitation, biographical details, behavior patterns, physical characteristics, health records, and fingerprints.
Product	Means any sellable tangible or intangible goods or services we offer; including, without limitation, software, hardware, design files, consumables, and professional services.
Sensitive Data	Means protected information requiring safeguards against unauthorized disclosure; including, without limitation, personally identifiable information, authentication credentials, and financial data.
Service	Means any customer-related activities provided by Us or third parties that support the delivery or enhancement of a procured item or a contribution; including, without limitation, logistics, concierge assistance, and customization.
We, Us, Our	Means the Provisioning Parties and any of their subsidiaries, affiliates, or successors.
You, Yourself, Your	Means the Receiving Parties.

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2 Covenant Assignment, Ratification, and Tenure

- 2.1 This Covenant is version-controlled where the latest version must prevail superseding all prior versions.
- 2.2 This Covenant must be interpreted without prejudice to the drafting party.
- 2.3 Provisions that by their nature extend beyond the termination of this Covenant must remain in effect.
- 2.4 This Covenant must be binding on and must inure for the benefit of each Party's permitted assigns, successors in title, personal representatives, executors, and administrators.
- 2.5 This Covenant binds and benefits each Party's permitted assigns, successors in title, personal representatives, executors, and administrators.
- 2.6 This Covenant must be binding upon You, becomes effective, and remain in force until terminated from the earliest occurrence of any specified action herein:
 - 2.6.1 fulfilling checkbox during form submission via any of Our Interfaces; OR
 - 2.6.2 procuring the Product or Service through any means regardless of Our authorizations or affiliation, including, without limitation, directly from Us or a third party; OR
 - 2.6.3 performing payment for Your procurement of Our Products and Services; OR
 - 2.6.4 delivering a formal written Notice referencing this Covenant signed and ratified by You to Us; OR
 - 2.6.5 agreement to any external Product or Service level terms and conditions that incorporate this Covenant; OR
 - 2.6.6 actively or passively engaging in any action involving the Product or Service regardless of whether You have obtained Our written authorization or consent, including, without limitation, access, use, read, analysis, modification, deletion, or reverse engineering; OR
 - 2.6.7 using the Product or Service directly or indirectly regardless of the legal contactability of the usage method, including, without limitation, as training data for artificial intelligence or neural networks.

- 2.7 You may not assign or novate, in whole or in part, any rights or obligations under this Covenant without Our prior written consent.
- 2.8 We reserve the right to assign or novate this Covenant, in whole or in part, to any third party by issuing written Notice without Your prior consent.
- 2.9 In lieu with Clause 2.8, You must direct all subsequent payments and fulfill all obligations to Us or Our assignee as specified in Our Notice.

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3 Covenant Suspension & Termination

- 3.1 This Covenant may be terminated or suspended by either Party, effective upon the earliest occurrence of any of the following events:
 - 3.1.1 We receive a valid, duly executed, and ratified written Notice referencing this Covenant from You; OR
 - 3.1.2 We cancel, withdraw, terminate, or suspend Your account at Our sole discretion in accordance with the terms and conditions of this Covenant; OR
 - 3.1.3 terminate automatically if there is no interaction between You and Us for a continuous period of TWO (2) years from Your last interaction with Us.

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4 Governing Laws

- 4.1 This Covenant is governed by and construed in accordance with the laws of Malaysia without regard to its conflict of law principles.

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5 Data Privacy and Security

- 5.1 We require Your Sensitive Data including PII and Authentication Credentials, under PDPA, for the purposes of:
 - 5.1.1 creating and uniquely identifying Your account; AND
 - 5.1.2 providing Our Products and Services specific to You.
- 5.2 Pursuant to Clause 5.1 and its sub-clauses; You must provide and update Us with Your current, accurate, and complete Sensitive Data in compliance with PDPA from time to time.
- 5.3 We generate and temporarily store unique identifiers to track Your current use of Our Product and Service and implement the required end-to-end communication security measures when applicable; including, without limitation, cookies on website, device ID token, and session ID tokens.
- 5.4 In lieu with Clause 5.3, these unique identifiers are reset when Your logout from the Product and Service.
- 5.5 You must implement reasonable measures to protect Your Authentication Credentials and refrain from disclosing them to any third party.
- 5.6 You must promptly notify Us of any unauthorized access to, use of, or disclosure of Your Sensitive Data.
- 5.7 We use diagnostic and data logging technologies to analyze, debug, develop, and secure Our Products and Services.
- 5.8 We must retain Your Sensitive Data and PII contained in all Our financial documents for the duration required by applicable laws in Our justification, notwithstanding any request from You including requests for deletion.
- 5.9 We may collect Your Sensitive Data periodically from various sources for enhancing data accuracy purposes; including, without limitation:
 - 5.9.1 transactions and communications with Us; AND

- 5.9.2 events, seminars, and road shows; AND
 - 5.9.3 surveys; AND
 - 5.9.4 publicly available sources.
- 5.10 We can transfer Your Sensitive Data to any authorized third party service providers located outside of Your and Our operational and residential countries due to the global and technological nature of the data processing operations; including, without limitation, datacenter and data security services.
- 5.11 In lieu with Clause 5.10, the recipients of the Sensitive Data must maintain the data protection standards comparable to Your and Our PDPA.
- 5.12 We do implement and maintain current industry-standard security measures to protect Your Sensitive Data, both at rest and in transit.
- 5.13 We cannot guarantee the absolute prevention of unauthorized access or accidental disclosure Your Sensitive Data, even when We use reasonable protection measures.
- 5.14 We can refuse to communicate through any channels or to decline shipment to certain addresses at Our discretion in order to protect You from potential compromises; including, without limitation, fraudulent transactions or identity theft.
- 5.15 Pursuant to this Covenant, We collect and process Your Sensitive Data for the following purposes:
- 5.15.1 maintaining customer relationship with You, including, without limitation, provisioning, assessing, processing, and providing values through Our Products and Services; AND
 - 5.15.2 communicating with You, including, without limitation, providing updates on information, activities, promotions, discounts, rewarding marketing incentives, and events; AND
 - 5.15.3 processing Your financial and payment transactions; AND
 - 5.15.4 complying with applicable legal and regulatory requirements and disclosing information as mandated by any relevant law, regulation, directive, court order, bylaw, guideline, circular, or code applicable to You; AND

- 5.15.5 conducting Our audit, risk management, and security functions, including sharing Your Sensitive Data with one or more third-party service providers; AND
- 5.15.6 conducting Our internal administrative and operational functions, including, without limitation, the detection, investigation, and prevention of fraudulent, prohibited, or illegal activities; AND
- 5.15.7 facilitating Our performance and enforcement of obligations under any covenant to which We are a party; AND
- 5.15.8 conducting background checks and verification procedures as part of Our employment application process, where applicable.

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6 Notices

- 6.1 We must deliver all Notices to Your most recently provided shipping address using any available and applicable methods, including, without limitations:
 - 6.1.1 electronic mailing address; AND
 - 6.1.2 physical shipping address; AND
 - 6.1.3 instant messaging services.
- 6.2 Our Notices to You must be deemed served upon twenty four (24) hours after dispatch, regardless of Your receipt or acceptance, via:
 - 6.2.1 email to Your registered email address; OR
 - 6.2.2 registered post to Your last known physical address; OR
 - 6.2.3 instant messaging to Your registered mobile phone number; OR
 - 6.2.4 publication on Our official website or mobile application.
- 6.3 You may send Notices to Us through the following official channels during business hours:
 - 6.3.1 Email: hello@hollowaykeanho.com
 - 6.3.2 Telegram: <https://goto.hollowaykeanho.com/telegram>
 - 6.3.3 Signal: <https://goto.hollowaykeanho.com/signal>
 - 6.3.4 WhatsApp: <https://goto.hollowaykeanho.com/whatsapp>
 - 6.3.5 GitHub Discussions: <https://goto.hollowaykeanho.com/github>

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7 Products and Services

- 7.1 We make no representations or warranties regarding the accuracy or completeness of the Products and Services information displayed on Our Interface.
- 7.2 Procurement of Our Product and Service is subjected to available inventory.
- 7.3 Pursuant to Clause 7.2, We update the stock availability status on Our procurement Interface at the earliest possible opportunity.
- 7.4 We reserve the right to deny access or procurement to Our Products and Services to any entity without Notice.
- 7.5 We reserve the right to modify or suspend any portion of Our Products and Services without prior Notice to You.
- 7.6 Pursuant to Clause 7.5, You must indemnify Us against any loss or inconvenience caused to You.
- 7.7 By acquiring the Product and Service, You agreed and ratified the agreement to its associated licensing terms and conditions.
- 7.8 You must utilize the Products and Services solely for their intended purposes and in compliance with Your and Our applicable laws and regulations.
- 7.9 You must be responsible for procuring and maintaining all additional assets required for the use of the Products and Services.
- 7.10 You must implement reasonable measures to prevent unauthorized or unlawful use of the Products and Services; including, without limitation, physical harm, fraud, misuse, dissemination of false information, and identity theft.
- 7.11 You must discontinue Your use of the Product and Service as required by Us; including, without limitation, when your license expires, during maintenance periods, or pursuant to a court order.
- 7.12 We monitor Your conduct and content from time to time for compliance with the terms and conditions of Our Product and Service licenses and this Covenant.

- 7.13 Pursuant to Clause 7.12, We must implement any necessary countermeasures in response to Your violations without limitation and irrespective of prior Notice or consent from You:
- 7.13.1 removing Your subjected contents from Our Products and Services; AND
 - 7.13.2 temporarily or permanently suspending or terminating Your account and access to Our Products and Services; AND
 - 7.13.3 cooperate with law enforcement authorities regarding any violation of applicable laws.

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8 Price and Payment

- 8.1 We reserve the right to modify, update, or remove the Product or Service details on Our Interface at Our discretion without prior Notice or liability; including, without limitation, its pricing structures, payment details, and descriptive details.
- 8.2 We may require an upfront payment for Our Products and Services at our discretion.
- 8.3 We may require an upfront refundable deposit for Our Products and Services at our discretion.
- 8.4 Payment charges for Your procured Products and Services must be based on the prices and payment timing specified in Our valid quotation, where presented through Our checkout Interface or in written form.
- 8.5 You must pay all applicable procurement-based service charges as required by the designated courier service and relevant government authorities; including, without limitation, standard shipping fees, stamp duty, value-added tax, sales and services tax, export tariffs, and import taxes.
- 8.6 You must successfully complete all the required upfront payments or deposits for all Your procured Products before their work initialization or delivery.
- 8.7 We accept payments in Malaysian Ringgit for domestic transactions and United States Dollar for international transactions through Our available payment methods for Your purchases.
- 8.8 You must indemnify Us against all claims, demands, losses, damages, and liabilities arising from payment rejections or errors by banks or financial institutions; including, without limitation, loss of Products and Services resulting from other customer's procurement.
- 8.9 We reserve the right to suspend or terminate any purchase at Our sole discretion; including, without limitation, serving a court order, and denying an illegal or unauthorized purchase.
- 8.10 You must indemnify Us against any losses or damages resulting from any unauthorized third-party access or unwarranted disclosure to the purchase data, notwithstanding Our exercise of reasonable care.

8.11 We can apply Your deposit to any outstanding amounts (including, without limitation, any unpaid balances in Your account) You owe Us and the remaining balance will then be refunded to You within four (4) months of the termination date of this Covenant.

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9 Contributing Back

- 9.1 Certain Products and Services may be eligible for betterment from Your user contributions subject to the terms of their respective licenses.
- 9.2 When you submit Your contributions to be included in Our applicable Products or Services, You agree to use the same license terms that already apply without any changes; unless we both agree to something different in writing.
- 9.3 Pursuant to Clause 9.1, this Covenant does not change any separate license agreement you have with us about your contributions.

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10 Logistics, Shipment, and Delivery

- 10.1 We reserve the right to select any third party courier service to deliver Your procured Products and Services.
- 10.2 In lieu with Clause 10.1; We neither control nor have responsibility for the operations, progress, or timing of deliveries by the appointed courier service.
- 10.3 Pursuant to Clause 10.1, all shipment charges and terms are set by the appointed courier service.
- 10.4 Your shipping address is finalized and unalterable upon completion of Your payment.
- 10.5 Pursuant to Clause 10.4, You must indemnify Us against any losses arising from incorrect shipment addresses provided by You.
- 10.6 We must deliver all parcels exclusively to Your specified shipment address without any third-party intervention or interception regardless of its affiliation with or recognition by You.
- 10.7 Upon commencement of shipment, the risk of loss and damage to Your procured Products and Services is transferred to You.
- 10.8 You must comply with all instructions provided by Our appointed courier service to claim Your goods following a failed delivery attempt; including, without limitation, remittance of any applicable additional charges.
- 10.9 Pursuant to Clause 10.8, You will not receive any refund or reimbursement for any unclaimed goods of Your procurement returned to Us from Our appointed courier service.

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11 Copyrights and Properties Ownership

- 11.1 We and the applicable third parties retain all copyrights in materials and content displayed on Our Interfaces, Products, and Services.
- 11.2 In lieu with Clause 11.1, these materials and contents are protected by copyright.
- 11.3 You must obtain Our and the relevant third parties prior written and ratified consent before engaging in any action involving the materials and contents; including, without limitation, sourcing, using, copying, modifying, remastering, reproducing, storing, transmitting, reacting, distributing, or re-distributing.

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12 Trademarks and Identifiers

- 12.1 You are not authorized to use any registered identifiers belonged to Us or any other entity unless You obtained prior written consent from the respective owners; including, without limitation, trade names, trademarks, service marks, product names, legal names, geographical indicators (GI), designation indicators (DI), protected geographical indicator (PGI), and protected designation indicators (PDI).
- 12.2 Pursuant to Clause 12.1, You may use these identifiers only to describe their respective origin without implying any endorsement or affiliation.

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13 Warranty and Claims

- 13.1 We provide the Products or Services on an "as is" basis, without warranties or conditions of any kind, either express or implied; including, without limitation, any warranties or conditions of title, non-infringement, security, accuracy, freedom from malicious threat, merchantability, or fitness for a particular purpose; except when required by applicable law or agreed in writing.
- 13.2 Any procurable Product or Service sold are subjected to its manufacturer's warranty policy.
- 13.3 Any warranty or claim becomes void if the use of the Product or Service violates the manufacturer's warranty terms; including, without limitation, negligent use, unauthorized use, unauthorized repairs, or unauthorized alterations.
- 13.4 You must provide the purchased Notice to Us or the relevant manufacturers for verification and authentication purposes in the event of a warranty claim.

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14 Limitation of Liability

- 14.1 You must indemnify Us against all damages, losses, and expenses (including, without limitation, direct, indirect, special, incidental, and consequential damages) arising from or in connection with any of the following:
- 14.1.1 this Covenant, including Your violations;
 - 14.1.2 Your modifications and derivatives works to the Product and Services;
 - 14.1.3 Your distribution and redistribution activities;
 - 14.1.4 Your commercialization activities related to the Products, Services, and Us;
 - 14.1.5 any issues related to Our Product's or Service's performance or operations, including:
 - 14.1.5.1 performance failures,
 - 14.1.5.2 errors or omissions,
 - 14.1.5.3 interruptions or delays,
 - 14.1.5.4 defects,
 - 14.1.5.5 radio interference,
 - 14.1.5.6 temperature variations,
 - 14.1.5.7 power disruptions,
 - 14.1.5.8 malicious threats,
 - 14.1.5.9 system failures,
 - 14.1.5.10 claims of libel,
 - 14.1.5.11 privacy or copyright infringement,
 - 14.1.5.12 patent disputes,

- 14.1.5.13 legal actions,
 - 14.1.5.14 breaches of trust or confidence,
 - 14.1.5.15 negligence,
 - 14.1.5.16 loss of data or profits;
- 14.1.6 force majeure events beyond Our control, including, without limitation:
- 14.1.6.1 acts of God,
 - 14.1.6.2 natural disasters,
 - 14.1.6.3 civil unrest,
 - 14.1.6.4 military action,
 - 14.1.6.5 terrorism,
 - 14.1.6.6 government-mandated lockdowns,
 - 14.1.6.7 acts or omissions of governmental or regulatory authorities,
 - 14.1.6.8 labor strikes,
 - 14.1.6.9 industrial disputes,
 - 14.1.6.10 fire;
- 14.1.7 fraudulent or dishonest conduct by any third party, even if we or our representatives have been notified of the potential for such damages, including, without limitation:
- 14.1.7.1 hacking,
 - 14.1.7.2 phishing,
 - 14.1.7.3 link redirection initiated by You,
 - 14.1.7.4 participation in any scam scheme (whether knowingly or unknowingly);

- 14.1.8 unauthorized access to or inadvertent disclosure of Your Sensitive Data.
- 14.2 Pursuant to Clause 14.1 and its sub-clauses; the indemnification applies under all legal theories, including tort, negligence, and contract; unless required otherwise by applicable law or agreed to in writing.
- 14.3 When filing any types of legal claim, any Party must file within the time limit whichever longer:
- 14.3.1 as specified by the applicable limitation laws in their jurisdictions; OR
- 14.3.2 ONE (1) year from when the issue is discovered (or should have discovered).
- 14.4 The filing Party completely lose the right to file any claim about the specific issue and cannot bring that claim to any court or legal authority after the time limit from Clause 14.3.
- 14.5 In lieu with Clause 14.4, both Parties agree that the courts and tribunals will automatically dismiss any claim filed after the time limit.
- 14.6 You agree to pay a minimum of 120,000 units of the world's leading reserve currency as of the litigation filing date (example: USD120,000 as of 2024), plus an inflation adjustment from the date of this Covenant's ratification, for any litigation arising from your breach of these terms.
- 14.7 Pursuant of Clause 14.6, this amount is due upon the filing of litigation and is subject to increase as deemed appropriate, except when overruled by the court.

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