



# (Holloway) Chew, Kean Ho's General Public Open Source License

Covering all terms and conditions for this license

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**ID:**

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**Version:**

v1.0.0

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**For:**

Legal Entities Procuring Product subjected to this License

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This agreement is made on the date and time whichever earliest either specifically stipulated or by the first execution of any designated action specified in the "Covenant Assignment, Ratification, and Tenure" section of this Covenant herein:

BETWEEN

1. The principal Entity (as defined in this Covenant) providing one or more Products (as defined in this Covenant) and/or Services (as defined in this Covenant) directly hereinafter refers as "PRINCIPAL"
2. Any Entity (as defined in this Covenant) providing one or more Contribution(s) (as defined in this Covenant) for the betterment of the Product (as defined in this Covenant) directly or indirectly, with or without, independent or dependent of the PRINCIPAL's involvement or authorizations hereinafter refers as "CONTRIBUTOR"
3. Any Entity (as defined in this Covenant) providing Services (as defined in this Covenant) for delivering the values of the Products (as defined in this Covenant) directly or indirectly, with or without, independent or dependent of the PRINCIPAL's and/or CONTRIBUTOR's involvement or authorizations hereinafter refers as "CONCIERGE"

(PRINCIPAL, CONTRIBUTOR, and CONCIERGE shall be collectively referred to as "Provisioning Parties")

AND

1. YOU, where you're a legally liable Entity (as defined in this Covenant) authorized to use one or more Provisioning Parties' Products (as defined in this Covenant) and/or Services (as defined in this Covenant) subjected to these terms and conditions herein hereinafter referred as "CLIENT"

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

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

WHEREAS:

- A. The Receiving Parties are desirous of appointing the Provisioning Parties for one or more of their Products (as defined in this Covenant) and/or Services (as defined in this Covenant). At the request of the Receiving Parties, the Provisioning Parties agrees to provide the values and services of the Products (as defined in this Covenant) and/or Services (as defined in this Covenant) to the Receiving Parties upon the terms and subject to the conditions set out in this Covenant.

NOTE THE PARTIES ARE AGREED as follows:

## 1 Definitions

- 1.1 Words importing the singular number includes the plural number and vice versa.
- 1.2 Words importing the masculine gender including feminine.
- 1.3 Unless otherwise specified, all capitalized terms shall have the meaning set forth in this Covenant. All other terms not defined herein shall have the meaning as may generally be accepted by industrial based on context used herein.

<b>Author, Creator</b>	Means the entities involving directly and indirectly towards the Content creation, modification, actualization, and realization such as but not limited to Us, the publishers, the inventors, the writers, the designers, the editors, the curator, and etc.
<b>Content</b>	Means a literary, an appreciative value, or an artistic property (such as but not limited to a text, book, title, writing, artwork, images, movie, website, software, or musical composition) be it in its tangible and/or intangible physical form that is capable of being produced, reproduced, manufactured, printed, copied, sold, licensed, distributed, transformed to another medium, translated, recorded or performed or otherwise use (or not use) and to give it to another by will; and is governed by copyrights laws, manufacturing laws, intellectual properties laws, and other applicable governing laws of Yours and Ours countries of operation and countries of residence.
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<b>Covenant</b>	Means the terms and conditions designated in this legally binding document which can be but not limited to a contract, license, agreement, terms and conditions, terms of use, or privacy policy agreed by You and Us.
<b>Derive, Derivative</b>	Means the production of a new Product or referring to it regardless of its Raw Form or Produced Form that is based on (or derive from) the original Product and for which the editorial revisions, annotations, elaborations, or other modifications represent, as a whole, an original work of authorship and craftsmanship excluding works that remain separable from, or merely link (or bind by name) to the interfaces of, the Product and Derived Product thereof.
<b>Entity</b>	Means the union of the legally liable acting entity and all other entities that control, are controlled by, or are under common control with that entity where "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity such as but not limited to an individual, a group of individuals, a sole proprietorship, a partnership, a body corporate, governmental bodies and agencies, or otherwise of any kind established under the laws, rules and/or regulations for the time being in force and which may come into force.
<b>Grant</b>	Means the specific and exclusive terms and conditions such as but not limited to use rights, the type of ability, its effective periods, its limitations and scopes, its conditions of use, its prohibitions, its overriding terms, its amending terms, and Your Payment details approved and permitted by Us for You delivered strictly in written format.
<b>Notice</b>	Means all official bill statements, receipts, notices, requests, notice of demands, writ of summons, all other legal processes and/or other communications/documents.
<b>Payment</b>	Means a monetary transactional financial payable amount through any facilitated Payment Method.
<b>Payment Method</b>	Means one or more facilitated official financial monetary exchange channels such as, but not limited to: (i) bank transfer; (2) e-wallet transfer; (3) credit card charging transfer; (4) cash transfer.
<b>Procure</b>	Means the action of obtaining a Product either through the means of Purchase or provided freely by Us.

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<b>Product</b>	Means a procurable tangible or intangible serviceable goods (not to be confused with Service) such as but not limited to physical products (example: software, source codes, compiled software binaries & libraries, computing devices, graphic materials, Computer Aided Design files, architecture artifacts, and clothing) and packaged services (example: data processing services, content creation services, and repair services) offered by Us.
<b>Purchase</b>	Means the action of obtaining a Product via the means of performing one or more Payment.
<b>Raw Form</b>	Means the subject is in its source or raw material form or state such as but not limited to raw vegetables, untreated water, software source codes, and ball of threads that is meant for its production process to yield its processed form or state such as but not limited to a meal, drinkable water, compiled software binary form, and a cloth.
<b>Service</b>	Means the required customer services offered by Us in order to deliver a procured Product or a Contribution to the Product such as but not limited to logistics, concierge, and etc.
<b>Interface, Interfacing</b>	Means the action of interacting with or directly referring to an interactive control surfaces offered by a Product or a Service, regardless of its intentional design or otherwise, externally for its users to use and to control the Product's or the Service's operations itself such as but not limited to control buttons hardware panels, controller, User Interfaces, application programmable interfaces (API), application binary interface (ABI), and piping valves controls.
<b>User Interface</b>	Means the end-user interactive Interface designed for You to communicate with the Product and/or Service such as but not limited to web application; web app; mobile app; books; manuals; smart devices; and Our Web Portal.
<b>You, Yours</b>	Means the Receiving Parties.

<b>Web Portal</b>	Means any browse-able Content platforms accessible via computer network locally or remotely under a domain name (e.g. hollowaykeanho.com) or an IP address of any version (e.g. 127.0.0.1 or 0000:0000:0000:0000:0000:0000:0000:0001) alongside with all its paths (e.g. www.hollowaykeanho.com/about) and all its subdomains (e.g. legal.hollowaykeanho.com) of any kinds directly from Us and indirectly from Our approved third-party service providers.
<b>We, Us, Our</b>	Means the Provisioning Parties and any of their subsidiaries, affiliates, or successors.

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## 2 Covenant Assignment, Ratification, and Tenure

- 2.1 Should the Covenant is under version controlled, except when a valid and specific version is explicitly reproduced either through the locally available Covenant Notice file or declared and reproduced by the Product itself in which that specific version shall be enforced, the latest and greatest version of the entire Covenant including all its terms and conditions outside of this section shall always be prevail and be enforced over all its inferiors.
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  - 2.2.6 delivering formal written Notice referencing to this Covenant signed by You to Us; OR
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- 2.3 You are not permitted to assign or novate any or parts of the rights and obligations under the Covenant to any party without Ours' written approval.
- 2.4 We may assign or novate all or parts of the Covenant to any third party by written Notice without prior consent from You and You shall agree to make all subsequent payments (if applicable) and commitment to Us as instructed in such further Notice.

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- 3.1 Subject to the terms and conditions of this Covenant, each Creator hereby Grant You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare Derived Product of, publicly display, publicly perform, sub-license, and distribute the Product and such Derived Product in Raw Form or Produced Form; with the sole intention of maintaining the general public freedom of use, freedom to learn, freedom to develop, freedom to share, and for the betterment of the Product up to the source of origin; provided that You meet all the conditions below:
- 3.1.1 You must proactively, with prejudice, and in a non-negotiable manner submit all Your Contribution that Contributes to the operational capability of Your Derived Product including items, processes, and recipes unspecified in this Covenant strictly in Raw Form to all the Creators of this Product such that any of them can re-produce Your Derived Product at will, without any of your intervention, and without any restriction in any form, in order to merge Your Contribution back into their Product's Raw Form sources commonly known in the industry as "upstreaming"; AND
- 3.1.2 All Your Derived Product, all Your Contribution, and all Your usage of the Product regardless of its ways, shape, or form be it directly using via any undesignated Interface, creating, copying, modifying, remixing, deleting or any other unspecified means from part of or all of the Product shall be strictly licensed and re-licensed to this Covenant verbatim autonomously, with prejudice, and in a non-negotiable manner overruling and discarding all terms and conditions from all its sources' licenses in any mean or any way including but not limited to one or more patents' terms and conditions, court judgment such as but not limited to allegation of patent infringement, court order, verbal or written agreement or otherwise known in the industry as "copyleft effect"; AND
- 3.1.3 You shall not impose Clause 3.1.2 against any Entity from the general public using or integrating the Product's or Your Derived Product's solely and only via its designated externally available Interface where the intention is to preserve the ability to use the Product or Your Derived Product as it is freely without copyleft burden of this Covenant; AND

- 3.1.4 You agree that in the event where You caused Clause 3.1.2 conflicting with Clause 3.1.3 such as but not limited to using both designated and undesignated Interfaces of the Product or a Derived Product, then Clause 3.1.2 shall always prevail and Clause 3.1.3 shall be indiscriminately forfeited and overruled.
- 3.1.5 You shall and must refrain completely from using, reading, copying, modifying, remixing, distributing, redistributing, Deriving from, Contributing to, or otherwise in any other unspecified mean herein to the Product when you failed or is in doubt to satisfy simultaneous obligations of this Covenant and any other pertinent obligations such as but not limited to terms and conditions of Your or Your third-parties' patent licenses or their sources' licenses with the intention to keep the Product as a bona-fide general public Product completely free from any commercial restrictions; AND
- 3.1.6 In lieu with Clause 3.1.5, You agree that You shall bear full responsibilities and fully indemnify all Creators of the Product for all the consequences including but not limited to any unwarranted data reversible or irreversible disclosure, and any legal actions initiated by Your third parties against You at Your own volition and Your own negligence for violating the said clause; AND
- 3.1.7 You agree that in the event where You are listed as an official Creator of the Product with the sole purpose of maintaining its betterment and is currently deemed active by all other Creators in the list, You are permitted to pursue any action deemed legally to any Contributing Entity deemed violating any of the clauses above including legal actions complying to Clause 3.1.9; AND
- 3.1.8 You are permitted to perform any Payment charges for any services You offered related to the Product or Derived Product to any Entity procuring them but not for the Products or Derived Products themselves since under the terms and conditions of this Covenant, Your payee shall receive the same copy in both Raw Form and Produced Form as Yours; AND

- 3.1.9 You agree that should any legal judiciary court of any country is involved with You allegedly violating any of the terms and conditions of this Covenant in Your Derivative pursue, You agree that regardless of any circumstances be it a bona-fide violation as a defendant or a false allegation from the plaintiff, both sides had indiscriminately incurred a minimal amount of 120,000.00 (120 thousand) of the biggest global reserve currency (e.g. 120 thousand US Dollar as of year 2024) damages plus its adjusted inflation starting from year of this Covenant is being ratified OR the minimum value required by the applicable legal judiciary court for considering to initiate a proceeding hearing whichever highest excluding the total cost of the proceeding to the winning party.

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- 4.1.6 In lieu with Clause 4.1.5, the contents of the Notice file are for informational purposes only and do not modify the Covenant.
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## **5 Submission of Contributions**

- 5.1 Any Contribution intentionally submitted for the inclusion in the Product by You to Us shall be under the terms and conditions of this Covenant, without any additional terms or conditions.
- 5.2 Notwithstanding the above, nothing herein shall supersede or modify the terms of any separate license agreement You may have executed with Us regarding such Contributions.

## **6 Disclaimer of Warranty**

- 6.1 Due to the fact that the Product is provisioned free of charge, all Creators provide the Product (and each Contributing Entity provides its Contributions) 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, merchantability, or fitness for a particular purpose.
- 6.2 You are solely responsible for determining the appropriateness of using or redistributing the Product and assume any risks associated with Your exercise of permissions under this Covenant.

## **7 Limitation of Liability**

- 7.1 In no event and under no legal theory, whether in tort (including negligence), contract, or otherwise, unless required by applicable law (such as deliberate and grossly negligent acts) or agreed to in writing, shall any Contributing Entity including Us be liable to You for damages, damages, including any general, direct, indirect, special, incidental, or consequential damages of any character arising as a result of this Covenant or out of the use or inability to use the Product (including but not limited to damages for loss of goodwill, loss of data, work stoppage, electronic failure or malfunction, or any and all other commercial damages or losses), even if such Entity has been advised of the possibility of such damages.

## **8 Accepting Warranty or Additional Liability**

- 8.1 While redistributing the Product or Derived Product thereof, You may choose to offer, and charge a fee for, acceptance of support, warranty, indemnity, or other liability obligations and/or rights consistent with this Covenant.
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- 9.3 We also recommend that a file or class name and description of purpose be included on the same "printed page" as the copyright Notice for easier identification within third-party archives.

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## 10 Contact and Support

10.1 We are reachable via the following channels:

10.1.1 Email: [hello@hollowaykeanho.com](mailto:hello@hollowaykeanho.com) OR [legal@hollowaykeanho.com](mailto:legal@hollowaykeanho.com)

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