



(Holloway) Chew, Kean Ho's Proprietary License

Covering all terms and conditions for this license

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Authored & Reviewed By:

(Holloway) Chew, Kean Ho <legal@hollowaykeanho.com>

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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 Time whenever referred to in this Covenant shall be of the essence.
- 1.4 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.

Account	Means an identifiable and manageable context data container assigned for You that offers one or more automated or self-serviceable Services such as but not limited to financial management, licenses management, agreements management, biodata management; and the values of the Products directly and indirectly via Our User Interfaces.
Authentication Credentials	Means any confidential and uniquely identifiable information with access authorization and authentication capability such as but not limited to username, email addresses, phone numbers, passwords, 2-factor authentication token and its generator.
Creator	Means the entities involving directly and indirectly towards the Product's Content creation, modification, actualization, and realization such as but not limited to Us, the Contributing Entities, the publishers, the inventors, the writers, the designers, the editors, the curator, and etc.
Content	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 Your and Our countries of operations and countries of residences.

Contribute, Contributing, Contribution	Means the action of producing or directly referring to the work of authorship, craftsmanship, goods, and services; including the original version of the Product or the Service and any modifications or additions to that Product, Service, Derived Product, or Derived Service thereof; that is intentionally submitted by the means of any form be it electronic, verbal, physical, or written communication such as but not limited to logistical goods delivery, communication on electronic mailing lists, source code control systems, and issue tracking systems to Us for inclusion into the Product or the Service by Us or by an Entity with submission authority for the work's owner rights with the sole purpose of discussing and improving the Product or the Service but excluding communication that is conspicuously marked or otherwise designated in writing by Us as "not a contribution".
Covenant	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.
Crypto, Cryptography, Cryptographic, Cryptographically	Means the use of one or more cryptographic algorithms such as but not limited to AES-256, ChaCha20-Poly1305, HMAC, Argon-2i, CAMELLIA, and SHASUM to mutate or seal a given data for achieving one or more, single or combination motive of security properties such as but not limited to confidentiality, integrity, authenticity, availability, non-repudiation, and uniqueness exclusivity.
Entity	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 individualistic natural person, a group of individualistic natural people, a sole proprietorship, a partnership, a corporate body, a governmental body or agency, 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.
Fair Use	Means the "Fair Use" clauses of the applicable governing laws such as but not limited to copyright laws from Your and Our countries of operations and countries of residences.

Grant	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 and conditions, its amending terms and conditions, and Your Payment details approved and permitted by Us for You delivered strictly in written and self-verifiable format.
Interface, Interfacing	Means the action of interacting with or directly referring to an interactive control surfaces offered by a Product or a Service, regardless of its design intention, externally made available for its users to use and to control the Product's or the Service's operations itself with or without revealing its internal operating mechanisms 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.
Notice	Means all official bill statements, receipts, notices, requests, notice of demands, writ of summons, all other legal processes and/or other communications/documents.
Payment	Means a monetary transactional financial payable amount through any facilitated Payment Method.
Payment Method	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.
PDPA	Means any personal data protection clauses from the applicable governing laws of Your and Our countries of operations and countries of residences such as but not limited to Malaysia's Personal Data Protection Act 2010.
PII	Means any personal identifiable information that can distinguish or trace back to an individualistic natural person's identity, either singularly on its own or when combined with other personal identifiable information such as but not limited to biodata, behavioral data, biometric data, fingerprint data, and health data which, by nature and by default, is a Sensitive Data protected under PDPA.
Procure, Procurable, Procurement	Means the action of obtaining or referring to the obtainment of a subject such as but not limited to the Product, either through the means of Purchase or the means of provided freely, from Us or from a third party regardless of its affiliation or recognition with Us.

Product	Means a procurable tangible or intangible serviceable packaged goods and services (not to be confused with Service) such as but not limited to software, software source codes, compiled software binaries, complied software libraries, computing devices, graphic materials, Computer Aided Design (CAD) files, architecture artifacts, consumable meal, clothing, data processing services, content creation services, and repair services offered by Us.
Purchase	Means the action of obtaining or referring to the obtainment of a subject such as but not limited to the Product through the means of performing one or more Payment.
Right to Use	Means a specific type of legal right for using a subject such as but not limited to a Product, a Service, a patent, a trademark, and a legal name under the terms and conditions of one or more of its owners.
Sensitive Data	Means the information that is protected against unwarranted disclosure such as but not limited to PII, Authentication Credentials, or financial data.
Service	Means the required customer services offered by Us or a third party Entity regardless of its affiliation or recognition with Us in order to deliver the value of a Procured Product or the value of a Contribution to a Product such as but not limited to logistical goods delivery, concierge, custom processing, and etc.
User Interface	Means the end-user interactive Interface designed and facilitated by Us for You to communicate with one or more Products or Services such as but not limited to web application; web app; mobile app; books; manuals; smart devices; and Our Web Portal.
You, Yours	Means the Receiving Parties.
Web Portal	Means any browse-able Content platforms accessible via a 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.
We, Us, Our	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 version shall be enforced; the latest and greatest version of the entire Covenant of its understanding, proposals, representations, and warranties relating to the subject matter shall, with prejudice, prevail, be enforced, and superseding all previous versions.
- 2.2 No rule of construction or interpretation shall apply to prejudice the interest of the party preparing the Covenant.
- 2.3 Those clauses which by their nature would survive the termination of the Covenant shall so survive.
- 2.4 This Covenant shall be binding on and shall inure for the benefit of each Party's permitted assigns, successors in title, personal representatives, executors, and administrators.
- 2.5 If any part of this Covenant is, for any reason, declared invalid or unenforceable, the validity of the remaining part shall remain in full force and effect as if this Covenant had been executed without the invalid parts.
- 2.6 This Covenant shall be agreed and ratified by You, be effective, and be in-force until terminated according to these terms and conditions starting on the date and time whichever earliest from one or more explicitly specified actions herein such as but not limited to:
 - 2.6.1 fulfilling checkbox in the web form submission from any of Our User Interfaces; OR
 - 2.6.2 Procuring the Product from any source with or without Ours' authorizations be it directly from Us or from a third-party Entity regardless of its affiliation or recognition with Us; OR
 - 2.6.3 performing the Payment for Purchasing the Product as part of the Procurement; OR
 - 2.6.4 delivering a formal written Notice referencing to this Covenant signed by You to Us; OR
 - 2.6.5 agreement upon any other Product or Service level external terms and conditions extended from this Covenant specified therein; OR

- 2.6.6 actively or passively using, reading, analyzing, editing, modifying, updating, remixing, remastering, deleting, reverse engineering, or any unspecified action otherwise to part of or all of the Product regardless of Our written authorizations or Covenant Grant provisioning status to You; OR
- 2.6.7 indirectly using the Product in a legally non-contactable manner such as but not limited to serving part of or all of it as a training dataset for artificial intelligence and neural network training purposes where, under this Covenant, shall be strictly deemed as the definition of “Right to Use” instead of the disputable “Right to Learn” since the latter is still requiring the use the former at minimal, by reading, in order to perform the act of learning.
- 2.7 You are not permitted to assign or novate any or parts of the rights and obligations under the Covenant to any party without Our written approval.
- 2.8 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 Grant of the Covenant

- 3.1 The Content in the Product and the Product itself are proprietary to Us and are covered by the patent laws, patents in process, manufacturing and fabrication laws, design laws, trade secrets protections, copyright laws, and any other appropriate governing laws of the Your and Our countries of operations and countries of residences.
- 3.2 Subject to the terms and conditions of this Covenant, we hereby offer You the following categories of Procurable Grant in written and self-verifiable form where they permit a specific type of Right to Use:
 - 3.2.1 **Personal Use Rights** – authorizing the ability to use for individual non-commercial deployment excluding representations or reactionary implications in which they are under the “Representation Right” category; AND
 - 3.2.2 **Commercial Use Rights** – authorizing the ability to use for any beneficial and monetary gains in any kind or form such as but not limited advertisement commissions; AND
 - 3.2.3 **Repair and Restoration Rights** – authorizing the ability to perform repair or replacement authorized parts of or all of the Product owned by You or by a third party regardless of its affiliation or recognition with You or Us; AND
 - 3.2.4 **Representation Rights** – authorizing the ability to review, create reactionary implications of, and market the Product as Our recognized associated marketing affiliation, representing or on behalf of Us outside the provision of Fair Use; AND
 - 3.2.5 **Editing, Modifying, Updating, and Remastering Rights** – authorizing the ability to perform any modifications to the Product; AND
 - 3.2.6 **Derivative and Remix Rights** – authorizing the ability to create any Derived Product; AND
 - 3.2.7 **Patent Use Rights** – authorizing the ability to use our patented intellectual properties within part of or all of the Product; AND
 - 3.2.8 **Industrial Design Use Rights** – authorizing the ability to use our registered industrial design within part of or all of the Product; AND

- 3.2.9 **Integrated Circuit Layout Design Use Rights** – authorizing the ability to use our registered integrated circuit layout design within part of or all of the Product; AND
- 3.2.10 **Trade Secret Access and Use Rights** – authorizing the ability to use our registered industrial design within part of or all of the Product; AND
- 3.2.11 **Distribution Rights** – authorizing the ability to distribute the Product or Derived Product to a third-party or Your recipient such as but not limited logistical delivery and online download capability; AND
- 3.2.12 **Redistribution Rights** – authorizing the ability to retail or to resell the Product or Derived Product to a Your third-party distributor or Your third-party retailers; AND
- 3.2.13 **Miscellaneous Rights** – authorizing, subjected to Our approval, any applicable Right to Use not categorized as above such as but not limited to new discovery across the future timeline.
- 3.3 In the absent of one or more valid and Procured Grant listed in all its sub-clauses of Clause 3.2, You are prohibited from performing any action to part of or all of Our Product such as but not limited to source, download, read, preview, analyze, bypass, descramble, decipher, compile, disassemble, inflicting fatally or non-fatal harm or injury to Yourself or to another, reverse engineer, perform any forms of attack to its licensing mechanism for circumvention, or any action otherwise including keeping a copy of the Product under your possession by any means or in any form regardless of directly or indirectly from Us or from a third party Entity regardless of Our affiliation or recognition.
- 3.4 In lieu with Clause 3.3, in the event where you're prohibited to perform any action to Our Product, You shall remove, purge, and delete all copies of the Product under Your possession with the absolute intention of not using or refrain from using the Product until Your next successful Grant Procurement.
- 3.5 With all the specific overriding terms and conditions from one or more Procured Grant listed in all its sub-clauses of Clause 3.2 from Us to You, You agree and ratify that:
 - 3.5.1 Your use of Our Product shall be bounded within and only within all the Procured Grants' overriding terms and conditions such as but not limited to its use authorities, specified purposes, allocated time frame, and deployment scopes; AND

- 3.5.2 You can contact Us inquiring matters related to the Covenant and any of its Grant for any amendments, request or validity time extension, termination in accordance to our business trade policies; AND
- 3.5.3 You comply with all applicable laws of Your and Our countries of operations and countries of residences related to the use of the Procured Products; AND
- 3.5.4 You are fully responsible for:
 - 3.5.4.1 all equipment and assets Procured necessary to use the Procured Products; AND
 - 3.5.4.2 the security and integrity of all information data transmitted, disclosed, and/or obtained via the use of Our Products; AND
 - 3.5.4.3 all usage and charges for the Procured Products, including Payment and Service charges and any related charges related to Us pursuant to this Covenant in a timely manner; AND
 - 3.5.4.4 comply to all Notices and the instructions within provided by Us from time to time and cease to utilize the Product as may be required by Us such as but not limited maintenance downtime; AND
 - 3.5.4.5 providing and updating Your PII to Us with the highest accuracy and latest data from time to time including but not limited to including electronics and physical addresses and/or employment or business in the case of physical goods delivery.
- 3.6 We reserve the right to charge one or more Grant listed in all Clause 3.2 sub-clauses at Our discretion and You shall perform the required Payment for the Purchase of the Grant as part of or all of Your Procurement in accordance to the terms of conditions of our business trade policies such as but not limited to:
 - 3.6.1 You shall contact Us for quoting an interim price lock prior to perform any Purchase subjected to availability; AND
 - 3.6.2 We shall provision all the Grants in an offline readable, usable, and self-verifiable written file or key file form such as but not limited to using Cryptographically signed digital signature to warrant the Grant's PDF certificate originality and non-tempering properties to You.

- 3.7 You agree, ratify, consent, allows, and has no objections that You shall provide the required PII to Us in accordance to PDPA for:
- 3.7.1 creating Your Account to manage and offer one or more self-serviceable Services between You and Us; AND
 - 3.7.2 fulfilling the banking and Payment transaction requirements including electronics and physical addresses and/or employment or business when physical goods delivery is required.
- 3.8 We reserve the right to review Your conducts and Contents on compliance with all applicable terms and conditions detailed in this Covenant and its Grants from the usage of the Product at any time and at Our own discretion.
- 3.9 In lieu with Clause 3.8, where any violation is found, We reserve the right to perform any countermeasures, with or without prior Notice, with or without permission from You, such as but not limited to:
- 3.9.1 deleting the subjected Contents belonging to You from Our Products with or without Notice; AND
 - 3.9.2 ceasing, suspending, and deleting Your Account and its access to Our Products definitely or indefinitely; AND
 - 3.9.3 cooperating with local enforcement or similar authorities for any legal, law, regulatory violation and breaches committed by You.

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4 Trademark, Names, and Registered Identifier

- 4.1 This Covenant does not grant You the permission to use the trade names, trademarks, service marks, product names, legal names, geographical indicator (GI), protected geographical indicator (PGI), protected designated indicator (PDI), or any other registered identifier of any Creator, any Contributing Entity, or any of Us; except as required for reasonable and customary use in describing the origin of the Product and reproducing the content of the Notice file.

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5 Disclaimer of Warranty

- 5.1 In the absent of any valid and Procured Grant listed in all its sub-clauses of Clause 3.2, then the Product shall be "as is" basis, without warranties or conditions of any kind, either express or implied, including, without limitation, any warranties or conditions of merchantability, or fitness for a particular purpose so You are solely responsible for all the consequences of Your unauthorized use including but not limited to legal actions from Us and from one or more third party Entities.
- 5.2 In the presence of one or more valid and Procured Grant listed in all its sub-clauses of Clause 3.2 provisioned by Us to You, the Product's warranties and risks coverage shall only comply to those overriding terms and conditions specified therein.
- 5.3 While all Creators, all Contributing Entities, and Us are committed to protect Your Sensitive Data such as but not limited to placing the required technologies and standards to protect them, we do not guarantee or warrant a completely zero incident of any unauthorized or accidental access to such data.

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6 Limitation of Liability

- 6.1 In no event and under not 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; You agree to indemnify and shall keep Us, all Creators, and All Contributing Entities indemnified from any direct, indirect, special, incidental, or consequential loss or damages of any character or form such as but not limited to claim of libel, privacy and/or copyright infringement, patent litigation, legal actions, breach of trust, breach of confidence, and breach of any law of regulations; even under advisory of the possibility of such damaging consequences; arising out of:
- 6.1.1 this Covenant; OR
 - 6.1.2 loss of use, or inability to use (including but not limited to damages for loss of goodwill, work stoppage, failure or malfunction, or any other form of interruption, damages, or losses) of the Product; OR
 - 6.1.3 data or profits of the Product; OR
 - 6.1.4 Any consequence, whether in an action of contract, negligence or other tortious action, arising out of or in connection with the use or performance of the Product.
- 6.2 Without limiting the generality of any provision in this Covenant, You agree to indemnify and shall keep all Creators, all Contributing Entities, and Us indemnified from any failure to perform any obligation by us or by the Product, any loss, any damage, any liability or any expense caused by force majeure for whom we has no control over or any cause outside our reasonable control such as but not limited to an act of God, insurrection or civil disorder, military operations, act of terrorism, emergency, acts or omission of Government or any competent authority, labor trouble or industrial disputes of any kind, fire, lightning, landslide, earthquake, subsidence, explosion, floods, radio interference, room temperature fluctuation, power disruptions, infrastructure collapses, or acts of omission of persons or bodies not from us.

- 6.3 Due to the global and technological nature of the digital data processing businesses, for the purpose set out in this Covenant, You hereby grant all Creators, all Contributing Entities, and Us to perform any transfer of Your Sensitive Data to any associated and applicable third parties such as but not limited to certified datacenter or certified Sensitive Data security service provider outside Your and Our countries of operations and countries of residences in which the recipient shall provide a standard of protection for the received Sensitive Data comparable to that of Your and Our PDPA; and hereby indemnify all of us from any of its consequences arising therein.
- 6.4 Without limiting the generality of any provision in this Covenant, You agree to indemnify and shall keep all Creators, all Contributing Entities, and Us indemnified from any consequences yielded from any unauthorized or accidental access to Your Sensitive Data as we do not guarantee or warrant a complete zero incident of such from happening.
- 6.5 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 any of Your pursue, You agree that regardless of any judiciary conclusion be it a bona-fide violation as the defendant or a false allegation from the plaintiff, both sides had indiscriminately incurred a minimum amount of damage values to the winning party where the legal judiciary court deemed worthy for initiating a proceeding wherever applicable such that the specified amount is constituted from the following, whichever highest:
- 6.5.1 a minimal amount of 120,000.00 (one hundred and twenty thousand) of the biggest globally trading reserve currency dated to the first day of the litigation is filed (e.g. 120 thousand US Dollar as of year 2024) plus its adjusted inflation starting from date of this Covenant agreed and ratified by You; OR
- 6.5.2 the minimum value decided by the judiciary court overruling Clause 6.5.1.

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7 Applying the Covenant to Your Product

- 7.1 To apply this Covenant to Your Product, You shall attach the following boilerplate Notice, with the fields enclosed by brackets "[]" replaced with your own identifying information without including the brackets themselves.

Copyright [YEAR] [FULL_LEGAL_NAME] [CONTACT_LIKE_EMAIL_ADDRESS]

Licensed under the (Holloway) Chew, Kean Ho's Proprietary License (the "License"); you may not use this content except in compliance with the License. You may obtain a copy of the License at

<https://doi.org/10.5281/zenodo.13767361>

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- 7.2 In lieu with Clause 7.1, the text should be enclosed in the appropriate comment syntax for the file format.
- 7.3 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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