



# (Holloway) Chew, Kean Ho's Proprietary License

Covering all terms and conditions for this product license

**ID:**

chewkeanho-license-proprietary

**Version:**

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## **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. “PRINCIPALS”: The primary entities that create and provide this Product as defined in this Covenant; including the product owners, developers, and primary service providers.
2. “CONTRIBUTORS”: All entities that provide contributions to improve the Product whether directly solicited by the PRINCIPALS or otherwise; including open-source contributors, third-party developers, or any other entities.
3. “CONCIERGES”: All entities providing Services as defined in this Covenant for facilitating the Product; including logistic delivery, maintenance, and training.
4. “CLIENT”: YOU, the individual or entity legally authorized to use the Product subject to these terms and conditions.

(PRINCIPALS, CONTRIBUTORS, and CONCIERGES 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 Product. The Provisioning Parties agree to provide the values and services of the Product 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.

<b>Covenant</b>	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.
<b>Fair Use</b>	Means the limited use of copyrighted content without permission for purposes as defined by copyright laws in relevant jurisdictions; including, without limitation, attribution, commentary, criticism, news reporting, teaching, scholarship, or research.
<b>Interface, Interfacing</b>	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.
<b>Notice</b>	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.
<b>PDPA</b>	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.
<b>PII</b>	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.

<b>Product</b>	Means any sellable tangible or intangible goods or services we offer; including, without limitation, software, hardware, design files, consumables, and professional services.
<b>Right to Use</b>	Means a legal permission granted in writing by the owners to utilize specific assets or intellectual properties under ratified terms.
<b>Sensitive Data</b>	Means protected information requiring safeguards against unauthorized disclosure; including, without limitation, personally identifiable information, authentication credentials, and financial data.
<b>Service</b>	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.
<b>Source Form</b>	Means the raw or unprocessed state of an item before undergoing production processes to yield a finished product; including, without limitation, uncooked vegetables, untreated water, software source code, and raw materials.
<b>We, Us, Our</b>	Means the Provisioning Parties and any of their subsidiaries, affiliates, or successors.
<b>You, Yourself, Your</b>	Means the Receiving Parties.

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## 2 Covenant Assignment, Ratification, and Tenure

- 2.1 If the Covenant is version-controlled, the latest version applies unless a specific version is locally reproducible, in which case that specific version prevails.
- 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 through any means regardless of Our authorizations and affiliation, including, without limitation, directly from Us or a third party; OR
  - 2.6.3 performing payment for Your procurement of Our Product; 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 level terms and conditions that incorporate this Covenant; OR
  - 2.6.6 actively or passively engaging in any action involving the Product 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 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 the Product.

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## 4 The Product

- 4.1 This Covenant is written in language primarily for comprehension by the youngest legally responsible members of the general public.
- 4.2 You must use the Product only as specified in the “Personal Use Rights” section, “Academic Use Rights” section, commercial use part of the “Commercialization Rights” section, or as authorized by Our written consent.
- 4.3 You must restore the Product or its derivatives only as specified in the “Restoration Rights” section or as authorized by Our written consent; including, without limitation, repairs, parts replacement, or calibration.
- 4.4 You must modify the Product only as specified in the “Modification Rights” section or as authorized by Our written consent; including, without limitation, editing, updating, analyzing, reverse engineering, deciphering, descrambling, and disassembling.
- 4.5 You must create derivatives of the Product only as specified in the “Derivatives Rights” section or as authorized by Our written consent; including, without limitation, fan-made, cover, remaster, remix, spin-off, and remake.
- 4.6 You must only create any media content about the Product or its derivatives as specified in the “Representation Rights” section or as authorized by Our written consent; including, without limitation, social media reactions, product reviews, and advertisement.
- 4.7 You must distribute the Product and its derivatives only as specified in the “Distribution Rights” section or as authorized by Our written consent; including, without limitation, licensing policy, limitations, and guidelines.
- 4.8 You must only sell, facilitate, or incorporate the Product, whether in its original form or as a service, to third parties as specified in “Redistribution Rights” section or as authorized by Our written consent.
- 4.9 You must only use the Product’s registered intellectual properties as specified in the “Patent Use Rights” section, “Industrial Use Rights” section, “Integrated Circuit Design Use Rights” section, “Trade Secret Use Rights” section, and as authorized by Our written consent.



- 4.10 You must only earn income or other non-monetary benefits from the Product as specified in the “Commercialization Rights” section or as authorized by Our written consent; including, without limitation, advertising revenue, resell profits, marketing publicity and brand awareness.
- 4.11 You must obtain Our written consent before proceeding for any miscellaneous Right to Use.
- 4.12 You can find the payment terms, pricing structures, benefits, restrictions, and execution guidelines in the written consent We provided whenever applicable.
- 4.13 You must utilize the Product solely for their intended purposes and in compliance with Your and Our applicable laws and regulations.
- 4.14 You must be responsible for procuring and maintaining all additional assets required for the use of the Product.
- 4.15 You must implement reasonable measures to prevent unauthorized or unlawful use of the Product; including, without limitation, physical harm, fraud, misuse, dissemination of false information, and identity theft.
- 4.16 You must stop using the Product when We require; including when your written consent expires, during maintenance periods, or when ordered by court in Your jurisdiction.
- 4.17 In case of conflicts between Rights of Use clauses, resolution follows this order of precedence:
  - 4.17.1 Our written consent You obtained
  - 4.17.2 Commercialization Rights
  - 4.17.3 Trade Secret Use Rights
  - 4.17.4 Patent Use Rights
  - 4.17.5 Industrial Design Use Rights
  - 4.17.6 Integrated Circuit Design Use Rights
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- 4.17.8      Distribution Rights
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## 5 Data Privacy and Security

- 5.1 We generate and temporarily store unique identifiers to track Your current use of Our Product 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.
- 5.2 In lieu with Clause 5.1, these unique identifiers are reset when Your logout from the Product.
- 5.3 You must implement reasonable measures to protect Your Sensitive Data and refrain from disclosing them to any third party.
- 5.4 You must promptly notify Us of any unauthorized access to, use of, or disclosure of Your Sensitive Data.
- 5.5 We use diagnostic and data logging technologies to analyze, debug, develop, and secure the Product.
- 5.6 We must retain Your Sensitive Data and PII contained in all Our financial documents for the duration required by applicable laws in Our jurisdictions, notwithstanding any request from You including requests for deletion.
- 5.7 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.
- 5.8 In lieu with Clause 5.7, the recipients of the Sensitive Data must maintain the data protection standards comparable to Your and Our PDPA.
- 5.9 We do implement and maintain current industry-standard security measures to protect Your Sensitive Data, both at rest and in transit.
- 5.10 We cannot guarantee the absolute prevention of unauthorized access or accidental disclosure Your Sensitive Data, even when We use reasonable protection measures.

- 5.11 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.
- 5.12 Pursuant to this Covenant, We collect and process Your Sensitive Data for the following purposes:
- 5.12.1 maintaining customer relationship with You, including, without limitation, provisioning, assessing, processing, and providing values through the Product; AND
  - 5.12.2 communicating with You, including, without limitation, providing updates on information, activities, promotions, discounts, rewarding marketing incentives, and events; AND
  - 5.12.3 processing Your financial and payment transactions; AND
  - 5.12.4 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
  - 5.12.5 conducting Our audit, risk management, and security functions, including sharing Your Sensitive Data with one or more third-party service providers; AND
  - 5.12.6 conducting Our internal administrative and operational functions, including, without limitation, the detection, investigation, and prevention of fraudulent, prohibited, or illegal activities; AND
  - 5.12.7 facilitating Our performance and enforcement of obligations under any covenant to which We are a party; AND
  - 5.12.8 conducting background checks and verification procedures as part of Our employment application process, where applicable.

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## 6 Copyrights and Properties Ownership

- 6.1 We and the applicable third parties retain all copyrights in materials and content in this Product.
- 6.2 In lieu with Clause 6.1, these materials and contents are protected by copyright.
- 6.3 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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## 7 Trademarks and Identifiers

- 7.1 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).
- 7.2 Pursuant to Clause 7.1, You may use these identifiers only to describe their respective origin without implying any endorsement or affiliation.

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## 8      **Warranty and Claims**

- 8.1      We provide the Product 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.

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## 9 Limitation of Liability

9.1 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:

9.1.1 this Covenant, including Your violations;

9.1.2 Your modifications and derivatives works to the Product;

9.1.3 Your distribution and redistribution activities;

9.1.4 Your commercialization activities related to the Product and Us;

9.1.5 any issues related to Our Product's performance or operations, including:

9.1.5.1 performance failures,

9.1.5.2 errors or omissions,

9.1.5.3 interruptions or delays,

9.1.5.4 defects,

9.1.5.5 radio interference,

9.1.5.6 temperature variations,

9.1.5.7 power disruptions,

9.1.5.8 malicious threats,

9.1.5.9 system failures,

9.1.5.10 claims of libel,

9.1.5.11 privacy or copyright infringement,

9.1.5.12 patent disputes,



- 9.1.5.13 legal actions,
- 9.1.5.14 breaches of trust or confidence,
- 9.1.5.15 negligence,
- 9.1.5.16 loss of data or profits;
- 9.1.6 force majeure events beyond Our control, including, without limitation:
  - 9.1.6.1 acts of God,
  - 9.1.6.2 natural disasters,
  - 9.1.6.3 civil unrest,
  - 9.1.6.4 military action,
  - 9.1.6.5 terrorism,
  - 9.1.6.6 government-mandated lockdowns,
  - 9.1.6.7 acts or omissions of governmental or regulatory authorities,
  - 9.1.6.8 labor strikes,
  - 9.1.6.9 industrial disputes,
  - 9.1.6.10 fire;
- 9.1.7 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:
  - 9.1.7.1 hacking,
  - 9.1.7.2 phishing,
  - 9.1.7.3 link redirection initiated by You,
  - 9.1.7.4 participation in any scam scheme (whether knowingly or unknowingly);

- 9.1.8 unauthorized access to or inadvertent disclosure of Your Sensitive Data.
- 9.2 Pursuant to Clause 9.1 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.
- 9.3 When filing any types of legal claim, any Party must file within the time limit whichever longer:
  - 9.3.1 as specified by the applicable limitation laws in their jurisdictions; OR
  - 9.3.2 ONE (1) year from when the issue is discovered (or should have discovered).
- 9.4 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 9.3.
- 9.5 In lieu with Clause 9.4, both Parties agree that the courts and tribunals will automatically dismiss any claim filed after the time limit.
- 9.6 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.
- 9.7 Pursuant to Clause 9.6, 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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## 10 Personal Use Rights

- 10.1 Family member under these Rights to Use means a person directly related by blood, surrogacy, or legal registration; including, grandparents, parents, step-parents, children, step-children, and grandchildren.
- 10.2 You must obtain Our written consent before using the Product for Your personal purposes.
- 10.3 Solely under these Rights to Use, with Our written consent, You:
  - 10.3.1 may use the Product “as it is” only through its designated Interfaces as specified in Our written consent You obtained; AND
  - 10.3.2 can facilitate the Product to eligible family members only as specified in Our written consent You obtained; AND
  - 10.3.3 must not facilitate the Product for any registered organization or non-family member, including, without limitation, natural people, sole proprietorship, partnerships, corporations, and government agencies.
- 10.4 You must use the Product only in your personal living spaces; including, homes, temporary shelters, vehicles used for travel or recreation, planes, and boats.
- 10.5 All personal usages must comply with applicable laws and regulations in the operating jurisdictions; including, without limitation, copyright, trademark, commercial, environmental protection, public safety, waste management, chemical safety, occupational safety, and energy management.

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## 11 Academic Use Rights

- 11.1 You must obtain Our written consent before using the Product for any academic or research purposes.
- 11.2 Solely under these Rights to Use, with Our written consent, You:
  - 11.2.1 can use the Product “as it is” only through its designated Interface in your academic pursue; AND
  - 11.2.2 must only facilitate the Product to academic institutions and their affiliates excluding all other unaffiliated individuals and organizations.
- 11.3 To use the Product outside of Clause 11.2 and its sub-clauses, You must refer to other Rights to Use sections and Our written consent You obtained.
- 11.4 You must use the Product only in Your academic research and residential spaces, properties, and vehicles.
- 11.5 Your “Academic Use Rights” terminate immediately upon Your graduation or ending your academic affiliation.
- 11.6 Pursuant to Clause 11.5, You may request Us to change Your existing “Academic Use Rights” into “Personal Use Rights” or “Commercialization Rights” for continuing using the Product.
- 11.7 All academic usages must comply with applicable laws and regulations in the operating jurisdictions; including, without limitation, copyright, trademark, commercial, environmental protection, public safety, waste management, chemical safety, occupational safety, and energy management.

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## 12 Restoration Rights

- 12.1 You must obtain Our written consent before performing any restoration for the procured Product.
- 12.2 Solely under these Rights to Use, with Our written consent, You can only calibrate the Product or use its self-repair functionalities through its designated usable Interface.
- 12.3 For any restoration beyond Clause 12.2 provision, You must comply to other Rights to Use sections and Our written consent.
- 12.4 You must restore the Product only in secure workspace You own or legally control.
- 12.5 All restoration works must comply with applicable laws and regulations; including, without limitation, copyright, trademark, commercial, environmental protection, public safety, waste management, chemical safety, occupational safety, and energy management.

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## 13      **Modification Rights**

- 13.1      You must obtain Our written consent before performing any modification to the Product.
- 13.2      Solely under these Rights to Use, without Our written consent, You may:
  - 13.2.1      apply removable labels to the blank area of the Product without misrepresenting, obscuring, or removing existing vital information; AND
  - 13.2.2      when applicable, resize the Product proportionally maintaining its original dimensional ratios for presentation purposes only.
- 13.3      You can modify the Product only in ways specified in Our written consent.
- 13.4      You bear full responsibilities for violating Clause 13.3, which may result in criminal charges and civil litigation.
- 13.5      You must modify the Product only in secure workspace You own or legally control.
- 13.6      All modification works must comply with applicable laws and regulations; including, without limitation, copyright, trademark, commercial, environmental protection, public safety, waste management, chemical safety, occupational safety, and energy management.
- 13.7      Subject to this Covenant's terms, You may submit Your modification works in Source Form that We can integrate into the Product without further assistance from You.
- 13.8      Pursuant to Clause 13.7, We can request from You and failure to comply may result in legal action.

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## 14      **Derivative Rights**

- 14.1      You must obtain Our written consent before deriving anything from the Product.
- 14.2      You can derive based on the Product only in ways specified in Our written consent.
- 14.3      You must perform all Your derivative works in secure workspace You own or legally control.
- 14.4      Any derivative works must comply with all applicable laws and regulations; including, without limitation, copyright, trademark, environmental protection, public safety, waste management, chemical safety, occupational safety, and energy management.
- 14.5      Subject to this Covenant's terms, You may submit Your derivative works in Source Form that We can integrate into the Product without further assistance from You.
- 14.6      Pursuant to Clause 13.7, We can request from You and failure to comply may result in legal action.

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## 15 Representation Rights

- 15.1 You must not claim any affiliation with or recognition from Us or the Product without Our written consent, as such claims constitute impersonation and identity fraud.
- 15.2 You must obtain Our prior written consent and follow our specific instructions before representing or promoting the Product even as Our affiliated entity.
- 15.3 You must get Our written permission before reacting or reviewing the Product in any way except as allowed by Fair Use.
- 15.4 Your reviews and reactions content must contain at least 80% of Your unique analysis, commentary, or critique, clearly different from the Product and its marketing materials.
- 15.5 To comply with Clause 15.4, You must not commit actions which may constitute copyright infringement, including, without limitation:
  - 15.5.1 copy or slightly change the Product's content; OR
  - 15.5.2 narrate the Product's content; OR
  - 15.5.3 only record emotional reactions while presenting the Product's content.
- 15.6 Your reviews and reactions content must not harm anyone's reputation in any form, including through libel or slander.
- 15.7 You must obtain prior written consent independently from the owners of all intellectual properties (such as music, images, or text) before using it in Your reviews or reactions content, including any elements from the Product or its marketing materials.

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## 16 Distribution Rights

- 16.1 You must obtain Our written consent before implementing any policies for distributing the Product or its derivatives.
- 16.2 Solely under these Rights to Use, with Our written consent, You must:
  - 16.2.1 rename Your modified or derived products to prevent confusion with the original without implying any endorsement or affiliation, including, without limitation, adding your name or work attribution in its existing name; AND
  - 16.2.2 include this same exact Covenant with all distributed original and unmodified Product; AND
  - 16.2.3 preserve all creators' credits and attributions of Covenant materials; AND
  - 16.2.4 add Yourself as a creator for all your modifications or derivative products; AND
  - 16.2.5 display the Covenant Notice prominently in the first visible area, complying to all safety and legal requirements; AND
  - 16.2.6 any additional policies from Our written consent.
- 16.3 Any distribution activities must comply with all applicable laws and regulations; including, without limitation, copyright, trademark, commercial, environmental protection, public safety, waste management, chemical safety, occupational safety, and energy management.

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## 17      **Redistribution Rights**

- 17.1      You must obtain Our written consent before you sell, retail, transfer, or ship the Product and its derivatives.
- 17.2      You must only distribute the Product, be it original, modified, or its derivatives, that are fully compliant with all terms in the "Distribution Rights" section.
- 17.3      You may add exterior packaging to the Product, its modifications, or derivatives over its existing ones only for logistical purposes; including, without limitation, space optimization, sorting, damage protection, and identification.
- 17.4      Your customers must receive the Product with its original packaging intact after removal of your additional exterior packaging.
- 17.5      All redistribution activities must comply with applicable laws and regulations; including, without limitation, copyright, trademark, commercial, environmental protection, public safety, waste management, chemical safety, occupational safety, and energy management.

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## 18 Integrated Circuit Layout Design Use Rights

- 18.1 This Covenant does not grant any Rights to Use any registered Integrated Circuit Layout Design components from the Product.
- 18.2 You must obtain the intellectual properties' owners and Our written consent before using any registered Integrated Circuit Layout Design components from the Product.

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## 19 Industrial Design Use Rights

19.1 This Covenant does not grant any Rights to Use any registered Industrial Design components from the Product.

19.2 You must obtain the intellectual properties' owners and Our written consent before using any registered Industrial Design components from the Product.

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## 20 Patent Use Rights

- 20.1 This Covenant does not grant any Rights to Use any patented components from the Product.
- 20.2 You must obtain the intellectual properties' owners and Our written consent before using any patented components from the Product.

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## 21 Trade Secret Use Rights

- 21.1 This Covenant does not grant any Rights to Use any trade secret components from the Product.
- 21.2 You must obtain the intellectual properties' owners and Our written consent before using any Trade Secret components from the Product.
- 21.3 You must delete all copies of the Product and its derivatives containing the trade secrets components to protect yourself from potential data breach accusations except when you have valid written consent.

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## 22 Commercialization Rights

- 22.1 You must obtain Our written consent before using the Product for any profit-making activity, commercial purpose, or to gain any non-monetary benefits; including, without limitation, publicity, or brand awareness.
- 22.2 All commercialization activities must comply with applicable laws and regulations in the operating jurisdictions; including copyright, trademark, commercial, environmental protection, public safety, waste management, chemical safety, occupational safety, and energy management.
- 22.3 You can find the payment terms, discount rates, pricing, and execution guidelines in the written consent We provided.
- 22.4 Solely under these Rights to Use, with Our written consent, You can use the Product:
  - 22.4.1 "as it is" only through its designated Interfaces for Your commercial use purposes; AND
  - 22.4.2 Any authorized usage granted from Our written consent.
- 22.5 You must use the Product only in your commercial spaces, properties, vehicles, and marketing spaces.
- 22.6 You must stop using the Product when Your written consent expires.

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## 23 Applying the Covenant to Your Product

- 23.1 To apply this Covenant to Your Product, attach the following Notice with Your identifying information replacing the “[ ]” bracketed text including the brackets themselves:

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Copyright [YEAR] [FULL\_LEGAL\_NAME] [CONTACT\_LIKE\_EMAIL\_ADDRESS]

Licensed under (Holloway) Chew, Kean Ho’s Proprietary License (the "License"). You must comply with the license to use the content. Get the License at:

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

DO NOT SOURCE, USE, READ, MODIFY, REPRODUCE, DISTRIBUTE, RE-DISTRIBUTE, REVERSE ENGINEER, OR ANY OTHER ACTIONS WITH ANY PART OF THE CONTENT WITHOUT WRITTEN AND RATIFIED CONSENT from the copyright owners, unless the license explicitly allowing it.

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OR



- 23.2 Pursuant to Clause 23.1, You should enclose the notice using the correct comment syntax for the file format or package.
- 23.3 We recommend including the Covenant file or class name on the same page as the Notice to aid identification in third-party archives.

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