



(Holloway) Chew, Kean Ho

General Terms & Conditions

Covering all basis interacting with (Holloway) Chew, Kean Ho and its associations.

Version: v1.1.0

By:

(Holloway) Chew, Kean Ho

legal@hollowaykeanho.com

For:

Legal Entities Procuring & Interacting with (Holloway) Chew, Kean Ho

Effective from:

Friday 19 April 2024



(Holloway) Chew, Kean Ho [202403160286]
hollowaykeanho@gmail.com | hello@hollowaykeanho.com
Seri Kembangan, Malaysia | <https://www.hollowaykeanho.com>

This Agreement is made on the date and time stipulated in the last page of this Agreement:

BETWEEN

1. (Holloway) Chew, Kean Ho (Business Reg. No: 202403160286) of B-17-09, Green Park Residences, Jalan Green Park, 43300, Seri Kembangan, Malaysia (hereinafter refers as "HOLLOWAY")

AND

1. YOU, where you're a legally liable entity of whatsoever description including 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 authorized to use one or more (Holloway) Chew Kean Ho's Products and Services subjected to these Terms and Conditions herein (hereinafter referred as "CLIENT")

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

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

WHEREAS:

- A. The Receiving Parties are desirous of appointing HOLLOWAY for one or more Products and Services (as defined in this Agreement). At the request of the Receiving Parties, HOLLOWAY agrees to provide the service of the Product to the Receiving Parties upon the terms and subject to the conditions set out in this Agreement.

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.

Account	Means a report containing both financial and usage description opened for the Receiving Parties presented from any of our directly and indirectly owned Web Portal.
Activation, Activated	Means the starting point of usage or execution of a Product and/or a Service.
Agreement	Means this (Holloway) Chew, Kean Ho's General Terms and Conditions and all its subsequent extended amendments, variations, additions, and removal versions.
Authentication Credentials	Means any confidential and uniquely identifiable information with access authorization capability such as but not limited to, username, passwords, 2-factor authentication token and its generator.
Price, Pricing	Means the payable amount for the Products and/or the Services displayed including respective associated payable amount such as logistical charges and government taxes.
Content	Means a literary or artistic property (such as but not limited to a book, title, writing, artwork, images, movie, website, software, or musical composition) that is capable of being 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 of the country of origin.
Deposit	Means the refundable Payment for a procurable Products and/or the Services in advance (not to be confused with "Upfront Payment").
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 transactional financial payable amount through any facilitated Payment Method.



(Holloway) Chew, Kean Ho [202403160286]
hollowaykeanho@gmail.com | [hello@ hollowaykeanho.com](mailto:hello@hollowaykeanho.com)
Seri Kembangan, Malaysia | <https://www.hollowaykeanho.com>

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 Malaysia Personal Data Protection Act 2010.
PII	Means personal identifiable information that can distinguish or trace back to an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual, not limited to biodata, behavioral data, biometric data, and health data.
Procure	Means the action of obtaining a Product or a Service either through the means of Purchase or provided freely by HOLLOWAY.
Purchase	Means the action of obtaining a Product or a Service via the means of performing Payment.
Product	Means a purchasable tangible or intangible serviceable goods (not to be confused with Service) made available via the Web Portal such as but not limited to physical products (example: open-source software, computing devices, computing network devices) and services (example: data processing services, content creation services, and repair services).
Sensitive Data	Means 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 HOLLOWAY in order to deliver a procured Product.
Upfront Payment	Means the non-refundable Payment done for the procurable Product and/or Service in advance prior to any execution (not to be confused with "Deposit").
User Interface	Means the end-user interactive facilities designed for The Receiving Parties to communicate with the Product and/or Service such as but not limited to web application; web app; mobile app; books; manuals; and smart devices.
Web Portal	Means any Content browser-able platforms accessible under the domain name hollowaykeanho.com alongside with all its paths (e.g. www.hollowaykeanho.com/about) and subdomains (e.g. legal.hollowaykeanho.com) of any kinds; or any approved third party domains with verifiable back-linking directly from hollowaykeanho.com platform.
You, Yours	Means the Receiving Parties.



We, Us, Our	Collectively means HOLLOWAY or any of its subsidiaries, affiliates or successors.
-------------	-----------------------------------------------------------------------------------



(Holloway) Chew, Kean Ho [202403160286]
hollowaykeanho@gmail.com | [hello@ hollowaykeanho.com](mailto:hello@hollowaykeanho.com)
Seri Kembangan, Malaysia | <https://www.hollowaykeanho.com>

2 Assignment, Ratification, and Tenure

- 2.1 This Agreement shall be ratified by the Receiving Parties, be effective, and be in-force until terminated according to these Terms and Conditions starting from the explicitly specified actions such as but not limited to:
- 2.1.1 checkbox fulfillment in web form submission; OR
 - 2.1.2 fulfilling signatory form at the end of this Agreement; OR
 - 2.1.3 action upon Upfront Payment upon any Product procurement; OR
 - 2.1.4 written Notice referencing to this Agreement signed by the Receiving Parties; OR
 - 2.1.5 agreement upon any Product or Service level Terms and Conditions extended from this Agreement specified therein.
- 2.2 The Receiving Parties are not permitted to assign or novate any or parts of their rights and obligations under the Agreement to any party without HOLLOWAY's written approval.
- 2.3 HOLLOWAY may assign or novate all or parts of the Agreement to any third party by written notice without prior consent from the Receiving Parties and the Receiving Parties agree to make all subsequent payments (if applicable) and commitment to HOLLOWAY as instructed in such further notice.

3 Suspension & Termination

- 3.1 The Receiving Parties may at any time terminate the Agreement by giving HOLLOWAY prior written Notice. The Products shall be deemed terminated within 5 Working Days from the receipt of the termination Notice by HOLLOWAY.
- 3.2 HOLLOWAY reserves the right to cancel, withdraw, terminate, or suspend the Products and Services for any reason whatsoever at its sole discretion by the way of a written notice to the Receiving Parties and the Receiving Parties agree that HOLLOWAY shall not be liable for such cancellation, withdrawal, termination, and suspension.



4 Notices

- 4.1 All Notices under this Agreement given by HOLLOWAY shall be sent to the Receiving Parties' last known electronics and/or physical address; or direct messaging delivery via known instant messaging service providers such as but not limited to Meta's Whatsapp Messaging Services, Telegram Messaging Services, Signal Messaging Services, Google Chat Messaging Services, and etc.
- 4.2 In lieu with Clause 4.1, all Notices given by HOLLOWAY to the Receiving Parties pursuant shall be deemed served when:
- 4.2.1 the Notice is sent by registered postal services, physical or electronics, on the third (3rd) Working Day after the date of posting irrespective of whether it is returned or undelivered; OR
- 4.2.2 the Notice is sent by registered postal services, physical or electronics, on the fifth (5th) Working Day after the date of posting irrespective of whether it is returned or undelivered; OR
- 4.2.3 the Notice is personally hand delivered, upon delivery irrespective of its acceptances; OR
- 4.2.4 the Notice is sent by facsimile, upon successful completion of transmission as evidence by a transmission report.
- 5 All Notices under this Agreement given by the Receiving Parties shall be sent to HOLLOWAY must be in writing and sent to any of the following electronic email addresses:
- 5.1.1 hello@hollowaykeanho.com; OR
- 5.1.2 hollowaykeanho@gmail.com.



6 Governing Laws

- 6.1 The Agreement shall be governed and constructed in accordance with the laws of Malaysia, excluding conflict of law rules.

7 Privacy, Personal Identification Data, and Sensitive Data

- 7.1 The Receiving Parties shall acknowledge and consent to provide HOLLOWAY to use and/or disclose the Receiving Parties' PII and Sensitive Data in accordance with the PDPA.
- 7.2 HOLLOWAY reserved the rights to generate persistent identifiable memory such as but not limited to "cookie in website" and "session ID in any User Interfaces of any serviceable computing devices" to uniquely identify the Receiving Parties in person in order to provide Services offered by HOLLOWAY's Product specific to the Receiving Parties.
- 7.3 In lieu with Clause 7.2, these persistent identifiable data do not reside permanently and will be reset once The Receiving Parties sign off from HOLLOWAY's Products.
- 7.4 The Receiving Parties shall acknowledge and give consent to HOLLOWAY to utilize Our logging technologies for automated recording of processing machinery diagnostic information when using HOLLOWAY's Products and enjoying HOLLOWAY's Services. Such information can be but not limited to web request speed; data processing timing; client application type; languages; date and time; and process statements.
- 7.5 The Receiving Parties shall acknowledge that the Sensitive Data for the Receiving Parties can be collected in any way or manner including but not limited to any transactions and/or communications made from/with HOLLOWAY. HOLLOWAY also collects The Receiving Parties' Sensitive Data from a variety of sources, including but not limited to, at any events, seminars, road shows, customer satisfaction surveys organized and/or sponsored by us as well as from publicly available sources.



- 7.6 The Receiving Parties acknowledge and give consent to HOLLOWAY for collecting and processing the Receiving Parties' Sensitive Data for all the following purposes:
- 7.6.1 to communicate with the Receiving Parties; AND
 - 7.6.2 to maintain customer relationship with the Receiving Parties; AND
 - 7.6.3 to assess, process, and provide Holloway's Products, Services, and/or facilitate to the Receiving Parties; AND
 - 7.6.4 to administer and process any forms of payments and financial transactions related HOLLOWAY's Products and Services and/or facilities requested by the Receiving Parties; AND
 - 7.6.5 to provide The Receiving Parties with information and/or updates on HOLLOWAY's Products and Services, upcoming activities, promotion, and events; AND
 - 7.6.6 for direct marketing purposes such as but not limited to rewarding programs, and loyalty programs, according to the Receiving Parties' consent; AND
 - 7.6.7 to facilitate The Receiving Parties for participate in, and HOLLOWAY's administration of, any but not limited to events, promotions, activities, Product, and Services; AND
 - 7.6.8 for Holloway's internal administration purposes; AND
 - 7.6.9 to enforce or defend HOLLOWAY's rights and the Receiving Parties rights under, and to comply with, HOLLOWAY's obligations under the applicable laws, legislation and regulations; AND
 - 7.6.10 to carry out verification and background checks as part of any recruitment and selection process in connection with The Receiving Parties for employment with HOLLOWAY; AND
 - 7.6.11 to share any of the Receiving Parties' Personal Data with the auditor for our internal and reporting purposes; AND



(Holloway) Chew, Kean Ho [202403160286]
hollowaykeanho@gmail.com | hello@hollowaykeanho.com
Seri Kembangan, Malaysia | <https://www.hollowaykeanho.com>

- 7.6.12 for meeting any applicable legal or regulatory requirements and making disclosure under the requirements of any applicable law, regulation, direction, court order, by-law, guideline, circular or code applicable to HOLLOWAY; AND
- 7.6.13 for audit, risk management, and security purposes; AND
- 7.6.14 for detecting, investigating, and preventing fraudulent, prohibited or illegal activities; AND
- 7.6.15 for enabling us to perform our obligations and enforce our rights under any agreements or documents that HOLLOWAY are a party to; AND
- 7.6.16 to transfer or assign our rights, interests, and obligations under any agreements entered into with HOLLOWAY.
- 7.7 The Receiving Parties acknowledge that HOLLOWAY has placed technologies and standards to protect the Receiving Parties' stored and transmitted PII given to HOLLOWAY.
- 7.8 While HOLLOWAY is committed to protect the Receiving Parties' Sensitive Data, the Receiving Parties acknowledge HOLLOWAY does not guarantee unauthorized or accidental access to such data and shall indemnify HOLLOWAY from any of its consequences.
- 7.9 Due to the global nature of HOLLOWAY businesses, for the purposes set out in this General Terms and Conditions, the Receiving Parties hereby granted HOLLOWAY to transfer the Receiving Parties' Sensitive Data to any associated third parties outside Malaysia that may have a different data protection regime such as but not limited to, datacenter located in other countries.
- 7.10 In lieu with Clause 7.9, when the Sensitive Data transfer is performed, the Receiving Parties acknowledge that HOLLOWAY will take appropriate steps to ensure the overseas recipient of Sensitive Data is bound by legally enforceable obligations to provide a standard of protection to that Sensitive Data that is comparable to that of the PDPA.



8 HOLLOWAY's Rights

- 8.1 HOLLOWAY reserves the right to make any alteration or suspending of any parts of Products and Services without prior notice to the Receiving Parties and HOLLOWAY shall not be liable for any loss or inconvenience to the Receiving Parties resulting therefrom.
- 8.2 HOLLOWAY reserves the right at its absolute discretion to vary, add, or otherwise amend any part of the Terms of Conditions of the Agreement such that:
 - 8.2.1 the Receiving Parties will be given written notice of such amendments; OR
 - 8.2.2 the Receiving Parties continued use of Products and Services after the effective date of the variation, changes, or amendments to the Terms and Conditions of the Agreement and the same shall constitute an unconditional acceptance of such variation, changes or amendments by the Receiving Parties.
- 8.3 In order to protect the Receiving Parties and HOLLOWAY from transactions and identity fraud, HOLLOWAY reserves the right, at its absolute discretion, not to communicate through any suspicious channels or to ship goods to certain addresses.
- 8.4 HOLLOWAY reserves the right to refuse permission to use the Products and/or Services to any individual or company for any reason, and may do so without notice.
- 8.5 HOLLOWAY reserves the right to review the Receiving Parties conducts and Contents on compliance with all applicable Terms and Conditions from the usage of the Products and Services.
- 8.6 In lieu with Clause 8.5, where any violations is found, HOLLOWAY reserves the right to perform countermeasures, with or without prior notice, with or without permission from the Receiving Parties, such as but not limited to:
 - 8.6.1 deleting the subjected Contents belonging to the Receiving Parties from our Products and Services with or without Notice; AND



(Holloway) Chew, Kean Ho [202403160286]
hollowaykeanho@gmail.com | [hello@ hollowaykeanho.com](mailto:hello@hollowaykeanho.com)
Seri Kembangan, Malaysia | <https://www.hollowaykeanho.com>

- 8.6.2 ceasing, suspending and/or deleting the Receiving Parties' Account and its access to our Products and Services definitely and/or indefinitely; AND
- 8.6.3 cooperating with local enforcement for any Rules of Laws breaches committed by the Receiving Parties.

9 The Receiving Parties' Responsibilities

- 9.1 The Receiving Parties SHALL:
 - 9.1.1 provide accurate and complete PII to HOLLOWAY and inform HOLLOWAY immediately of any changes to the Receiving Parties' PII including electronics and physical addresses and/or employment or business; AND
 - 9.1.2 only use the Products and Services for its specified purposes; AND
 - 9.1.3 complies to all Notices and the instructions within provided by HOLLOWAY; AND
 - 9.1.4 be responsible for all equipment and assets necessary to use the Procured Products and Services and for the security and integrity of all information data transmitted, disclosed, and/or obtained via the use of HOLLOWAY's Products and Services; AND
 - 9.1.5 agrees, consents, allows and has no objections to HOLLOWAY in extracting PII or any other data required to be used as evidence in court when necessary; AND
 - 9.1.6 be responsible for all usage and charges for the Procured Products and Services, including to payment and service charges and any related charges related to HOLLOWAY pursuant to this Agreement in a timely manner; AND
 - 9.1.7 be responsible for protecting any, but not limited to, username, passwords, 2-factor authentication token and its generator (collectively known as "Authentication Credentials") at all times and not releasing to other entities such as third-party or any person; AND
 - 9.1.8 notify HOLLOWAY immediately for any unauthorized usage and/or access to the Receiving Parties' PII and authentication credentials and all its activities; AND



- 9.1.9 notify HOLLOWAY immediately for any compromised Authentication Credentials; AND
- 9.1.10 comply with all applicable laws of Malaysia related to the use of the Procured Products and Services; AND
- 9.1.11 take responsible steps to prevent fraudulent, improper, or illegal use of the Procured Products and Services; AND
- 9.1.12 cease to utilize the Products and Services as may be required by HOLLOWAY; AND
- 9.1.13 indemnify and shall keep HOLLOWAY indemnified from any loss, damage, liability or expense arising from any claims from libel, privacy and/or copyright infringement, patent, breach of confidence, or breach of any law or regulations whatsoever arising from data transmitted, received or stored via the Products and Services or part thereof and for all claims arising from the Receiving Parties unauthorized use or exploitation of the Products and Services; AND
- 9.1.14 If the Receiving Parties are below 18 years old, that the Receiving Parties shall require his/her parent or legal guardian's permission to use any HOLLOWAY's Products and Services; AND
- 9.1.15 Comply with the Terms and Conditions of this Agreement.
- 9.2 The Receiving Parties SHALL NOT:
 - 9.2.1 bypass, remove, deactivate, impair, descramble, decipher, compile, disassemble, or reverse engineer any part or forms of the HOLLOWAY's Products and Services; AND
 - 9.2.2 Use, display, mirror or frame any individual elements or whole Web Portal and its contents, HOLLOWAY name, any HOLLOWAY trademark, logo or other proprietary information without HOLLOWAY express consent; AND
 - 9.2.3 Attempt to probe, scan, breach, or test any vulnerability including security or authentication measures of HOLLOWAY systems or network communications without explicit written approval; AND



(Holloway) Chew, Kean Ho [202403160286]
hollowaykeanho@gmail.com | [hello@ hollowaykeanho.com](mailto:hello@hollowaykeanho.com)
Seri Kembangan, Malaysia | <https://www.hollowaykeanho.com>

- 9.2.4 Attempt to interfere with HOLLOWAY and its customers from proper use and actions such as sending malware, ransomware, overloading, flooding, spamming, or mailbombing; AND
- 9.2.5 Collect and/or store any Sensitive Data from any HOLLOWAY assets without written approval; AND
- 9.2.6 Impersonate or misrepresent any person or entity including HOLLOWAY; AND
- 9.2.7 Create, recreate, distribute, or advertise index of any significant portion of the Products and Services without HOLLOWAY's written approval.

10 HOLLOWAY's Liabilities

- 10.1 HOLLOWAY shall not be liable to the Receiving Parties or anyone else for any direct, indirect, special, exemplary, and consequential types of losses, injury, damages or whatsoever including but not limited to lost of use, data, revenue or profits, in actions of contract, negligence or other actions arising out or in connection with the use of Products and Services.
- 10.2 HOLLOWAY shall not be responsible or liable to any link redirecting to any third party's Content which is clicked/activated by the Receiving Parties from any User Interfaces provided by HOLLOWAY.
- 10.3 HOLLOWAY shall not be liable for, and the Receiving Parties agree to indemnify HOLLOWAY against all claims, losses, liabilities, proceedings, demands, costs, and expenses, including legal fees which may result or which HOLLOWAY may sustain in connection with or arising from the Product and Services used by the Receiving Parties.
- 10.4 Without prejudice to the forgoing, in the event of a court or tribunal holds HOLLOWAY liable for any breach or default by HOLLOWAY, the Receiving Parties agree that the amount damages payable by HOLLOWAY to the Receiving Parties shall not at any time exceed the sum of MYR300.00 notwithstanding any order, decree, or judgment obtained by the Receiving Parties.



- 10.5 Without limiting the generality of any provision in this Agreement, HOLLOWAY shall not be liable for any failure to perform its obligations herein caused by 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 destruction; subsidence; explosion; floods; acts of omission of persons or bodies; or any other form of force majeure for whom HOLLOWAY has no control over or any cause outside HOLLOWAY reasonable control.
- 10.6 The Products and Services may occasionally be affected by interference caused by objects beyond HOLLOWAY control such as radio interference, room temperature fluctuation, power disruptions, and weather conditions. In the event of such interference, HOLLOWAY shall not hold liable for any inability to use or access the affected Products and Services.
- 11 Proprietary Rights, Licenses, and Restrictions**
- 11.1 All Contents in and to the Products and Services are owned by HOLLOWAY. Such rights are protected by Malaysian Copyright Laws, other applicable copyright laws, and international treaty provisions. HOLLOWAY retains all rights not expressly granted herein.
- 11.2 Except where Content is expressly stated to the contrary all persons featured in the Products and Services are in no way associated, linked or affiliated with HOLLOWAY, the Receiving Parties should not rely on the existence of such connection or affiliation. Any trademarks/names featured on the Products and Services are owned by the respective trademark owners and any assertion is in no way endorsed by or connected to HOLLOWAY.
- 11.3 HOLLOWAY grants the Receiving Parties a limited access to make personal, non-commercial use of the Contents from the Products and Services with the adherence to the General Terms and Conditions herein.



(Holloway) Chew, Kean Ho [202403160286]
hollowaykeanho@gmail.com | [hello@ hollowaykeanho.com](mailto:hello@hollowaykeanho.com)
Seri Kembangan, Malaysia | <https://www.hollowaykeanho.com>

12 Products Availability and Specifications

- 12.1 HOLLOWAY does not represent nor warrant the descriptions of the Product in HOLLOWAY are perfectly accurate and in complete manners.
- 12.2 The Procurement of the Products and Services by the Receiving Parties is subjected to their stock availability and HOLLOWAY will not be charged for Products and Services that are unavailable.
- 12.3 Once the Product or the Service is sold out, its notification of the unavailability will be made on the Web Portal at the earliest opportunity.
- 12.4 By Procuring the Products and/or the Services, it is deemed to the agreement of its terms and conditions therein.

13 Product Pricing

- 13.1 The Receiving Parties shall be charged for each purchase of the Products based on the respective Charges prominently displayed at the Web Portal or listed in the requested quotation.
- 13.2 Notwithstanding the Charges imposed in Clause 13.1, the Receiving Parties shall be charged with:
 - 13.2.1 Standard shipping or handling charges prescribed by HOLLOWAY at the point of Procurement; OR
 - 13.2.2 Logistic charges for transit or shipping HOLLOWAY's personnel or goods that are otherwise impractical to execute with standard shipping method.
- 13.3 HOLLOWAY endeavors to provide current and accurate information on the Web Portal. Nevertheless, misprints and other errors may occur. Accordingly, HOLLOWAY reserves the rights to change prices, fees, and changes of the Products made available via Web Portal at any time and from time to time without any notice of liability



14 Payment Policies

- 14.1 HOLLOWAY accepts any Payment via the available Payment Methods primarily in Malaysian Ringgit for the purchase of a Product and/or a Service.
- 14.2 HOLLOWAY shall have absolute right to suspend or terminate any purchases that is deemed illegal and unauthorized in both confirmed and suspicion statuses.
- 14.3 Should the offered Product stipulate an Upfront Payment or a Deposit terms, HOLLOWAY shall request for its Payment transaction to be fulfilled from the Receiving Parties prior to initializing and/or to deliver the required Products and Services.
- 14.4 By making an offer to Procure a Product and/or a Service, HOLLOWAY is authorized to transmit or to obtain information (including updated information) including, but not limited to, the credit card number or credit reports, authenticate of the identity, validate the credit card, obtaining an initial credit card authorization, and to authorize individual purchase transactions from third parties from time to time.
- 14.5 In the event that the Payment Method is rejected by the issuing Bank or financial institutions, HOLLOWAY shall not be liable for any claims, demands, disputes, or losses resulting from the rejection including the lost of stock by successful purchases from other HOLLOWAY's customers.
- 14.6 HOLLOWAY will take responsible care, as long as it is within HOLLOWAY's power to do so, to keep the purchase details and payments secure, but will not be liable for any losses on unauthorized access by any third parties.
- 14.7 HOLLOWAY reserves the right to utilize the Deposit to offset any amount due to HOLLOWAY including but not limited to any outstanding Payment under any of the Receiving Party's Account.
- 14.8 In lieu with Clause 14.7, any balance of Deposit will be returned within four (4) months from the date of termination of the Agreement, subject to the deduction of any amount claimed by HOLLOWAY in the event of the breach of any clause of the Agreement.



(Holloway) Chew, Kean Ho [202403160286]
hollowaykeanho@gmail.com | hello@hollowaykeanho.com
Seri Kembangan, Malaysia | <https://www.hollowaykeanho.com>

15 Shipping Policies

- 15.1 All deliveries of the Procured Products and/or Services will be made by HOLLOWAY fulfillment partner or any other logistical courier services as may be appointed by HOLLOWAY from time-to-time and HOLLOWAY is unable to control their delivery times.
- 15.2 HOLLOWAY will use any commercially reasonable efforts to deliver the Product and/or Service as quickly as possible and within the time period indicated.
- 15.3 Once the Product and/or Service is dispatched, the Receiving Parties will receive a notification such as but not limited to email notification about the delivery alongside its tracking methods.
- 15.4 All parcels will be delivered to the address specified in the confirmed order and any third-party collection of the Product and/or Service is not permitted.
- 15.5 Shipping address cannot be changed after the Payment is fulfilled.
- 15.6 HOLLOWAY shall not be held liable for delivery to the wrong address due to incorrect information provided by the Receiving Parties.
- 15.7 Products not delivered after 3 times will be returned to the courier agency collection carrier and need to self-collect within the specified collection date by the said courier agency. Additional fees may be imposed if additional delivery is required.
- 15.8 All non-delivered, uncollected, and unclaimed Products and/or Services within the specified self-collection date will be returned to HOLLOWAY and no refund shall be given.
- 15.9 Shipping charges are determined by the courier agency, which are determined by Product's packet size, weight, and delivery location.
- 15.10 Risk of loss and damages of the Products will be passed on the date when the Products have been delivered out.



16 Claims and Warranty

- 16.1 In the event of claims, the original receipt and/or any relevant Notice, and assets if any in full original packaging must be produced back to HOLLOWAY or to the manufacturers' service center designed by HOLLOWAY.
- 16.2 All Products sold on the Web Portal are subjected to the relevant manufacturer's warranty.
- 16.3 Any warranty or claims is void if:
 - 16.3.1 breached the terms of any manufacturers' warranty such as, but not limited to, damaged devices due to negligence, unauthorized usage, services, repairs, and alterations; OR
 - 16.3.2 breached the terms of warranty of the Product such as, but not limited to, damaged devices due to negligence, unauthorized usage, services, repairs, and alterations.

17 Miscellaneous

- 17.1 No rule of construction or interpretation shall apply to prejudice the interest of the party preparing the Agreement.
- 17.2 This Agreement constitutes the entire agreement between the parties concerning the subject matter herein and supersedes all previous agreements, understanding, proposals, representations, and warranties relating to the subject matter.
- 17.3 Those clauses which by their nature would survive the termination of the Agreement shall so survive.
- 17.4 Time whenever referred to in this Agreement shall be of the essence.
- 17.5 This Agreement shall be binding on and shall inure for the benefit of each Party's permitted assigns, successors in title, personal representatives, executors, and administrators.



(Holloway) Chew, Kean Ho [202403160286]

hollowaykeanho@gmail.com | [hello@ hollowaykeanho.com](mailto:hello@hollowaykeanho.com)

Seri Kembangan, Malaysia | <https://www.hollowaykeanho.com>

- 17.6 The Receiving Parties shall bear all stamp duty, service tax charges, or any other cost or charges imposed by law in connection with the preparation of the Agreement and/or the provision of Products and Services.
- 17.7 An expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body and any governmental agency.
- 17.8 Notwithstanding anything to the contrary, the Receiving Parties hereby agree to be bound by the terms of service, policies, and procedures and/or any variations, additions, or amendments made thereto, as may be determined by HOLLOWAY at any time.
- 17.9 If any part of this Agreement is, for any reason, declared invalid or unenforceable, the validity of the remaining part shall remain in full force and effect as if this Agreement had been executed without the invalid parts.



18 Agreement Certification

18.1 In WITNESS WHEREOF, the Receiving Parties wishing to be bound by this Terms and Conditions Agreement have affixed their signature below. This Agreement shall be effective as of the day and year written below:

Signature & Company Stamp COMPULSORY
Full Name as per NRIC/Registrations COMPULSORY
NRIC/Registrations Number COMPULSORY
Date of Signatory COMPULSORY