



"Holloway" Chew, Kean Ho - Dare to Achieve
me@hollowaykeanho.com
<https://www.hollowaykeanho.com>

DEVELOPER 1-TIME SPONSORSHIP TERMS AND CONDITIONS

Version 1.0.0

BY

CHEW, KEAN HO (NRIC ending: 5243)

me@hollowaykeanho.com

FOR

Purchasing Customer

EFFECTIVE FROM

January 5, 2022



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

BETWEEN

1. CHEW, KEAN HO (NRIC ending: 5243) from Malaysia (hereinafter referred to as “HOLLOWAY”)

AND

1. YOU where you are an legal entity be it a person or a company authorized to use HOLLOWAY’s Developer 1-Time Sponsorship Product subjected to these Terms and Conditions herein and/or an entity of whatsoever description including but not limited to an individual, a group of individuals, a sole proprietorship, a partnership, a body corporate or otherwise governmental bodies and agencies of any kind established under the laws, rules and/or regulations for the time being in force and which may come into force (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 Services of the Product (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:



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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. For the purpose of this Agreement, all capitalized terms not defined herein shall have the meaning set forth in General Terms and Conditions. All other terms not defined herein shall have the meaning as may generally accepted by industrial based on context used herein.

Agreement	Means this Terms and Conditions terms sheet.
Customer	Means a legally responsible entity who purchased and subscribed to any HOLLOWAY's products and service.
Cut-Off Time	Means the maximum time-limit of the Service execution where HOLLOWAY shall halt the executions upon maturity disregarding its completion status.
Endpoint	Means a computing devices disregarding its form factor such as but not limited to desktop computer, laptop computer, single-board computer, workstation computer, mobile smart phone, mobile tablet, internet-of-thing terminal, smart devices like controllable smart television, and etc.
General Terms and Conditions	Means the terms and conditions stipulated in HOLLOWAY General Terms and Conditions terms sheet that is applicable across all HOLLOWAY's platform, ecosystem, Products, and Services. The latest terms sheet in PDF format is available online at: https://store.hollowaykeanho.com/en/terms-and-conditions/general/
Product	Means the HOLLOWAY's Developer 1-Time Sponsorship program sold as a product.
SKU	Means the unique identifier of a Product.
Vendor	Means one or more external third-party technological service providers providing one or more tech services necessary to fulfill the functionalities of the Service.



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You or Yours

Means the Receiving Parties.



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2. General Terms and Conditions Compliance

- 2.1. For the avoidance of doubt, this Agreement shall always be read together with the latest General Terms and Conditions side-by-side in tandem where the latter shall be processed, comprehended, signed, and ratified before the former.
- 2.2. In lieu with Clause 2.1, in the event of inconsistency between this Agreement and the General Terms and Conditions, the former shall prevail.
- 2.3. The Receiving Parties shall agree, sign, and ratify both General Terms and Conditions Agreement and this Agreement in order to fully ratify the latter.
- 2.4. In lieu with Clause 2.3, should the Receiving Parties had signed and ratified the General Terms and Conditions prior to this Agreement, its legal ratification shall be carried forwarded to this Agreement and the signing of General Terms and Conditions shall be seamlessly treated as completed.

3. Availability and Eligibility

- 3.1. The Product is available since January 5, 2022 and shall continue to be available until further notice issued by HOLLOWAY.
- 3.2. In lieu with Clause 3.1, any extension or discontinuation of the Product shall be at sole discretion of HOLLOWAY.
- 3.3. The Product shall be only eligible for the Receiving Parties who can be anyone above legal age of 18 and who is financially capable of performing any Payment of the selected Product’s services.
- 3.4. In lieu with Clause 3.3, The Product shall be eligible for both existing and new HOLLOWAY Customers.



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- 3.5. The Receiving Parties acknowledged, agreed, and declared that the motive of using the Product and the Receiving Parties themselves both are not and shall not be involved in any activities deemed illegal in one or more countries notably The Receiving Parties’ and HOLLOWAY’s country of operations such as but not limited to Malaysia, Singapore, Japan, United States, China, European Union members, and United Kingdom.
- 3.6. Notwithstanding the aforementioned, HOLLOWAY reserves the right at its sole discretion to include any other Customers or Vendors who HOLLOWAY deems fit for the fulfillment of the purchased Services.
- 3.7. The Receiving Parties will continue to enjoy the outcome of the Product and the Product itself as long as the same remains active and offered by HOLLOWAY and its integrated Vendors.
- 3.8. HOLLOWAY reserves the full rights to make any alteration or changes to the Product or any part thereof, or suspend the Product or any part thereof with or without prior notice and HOLLOWAY shall not be liable for any losses or inconveniences to the Receiving Parties resulting therefrom.
- 3.9. 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 whenever applicable to HOLLOWAY as instructed in such further notice.



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4. Agreement Assignment and Ratification

- 4.1. 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:
 - 4.1.1. form submissions; OR
 - 4.1.2. checkbox fulfillment in web form; OR
 - 4.1.3. fulfilling signatory form at the end of this Agreement; OR
 - 4.1.4. action upon Upfront Payment (refer to “General Terms and Conditions”) for any Products and Services; OR
 - 4.1.5. written Agreement signed by the Receiving Parties.
- 4.2. In lieu with Clause 4.1, in the event where the Receiving Parties performs any Payment for purchasing one or more Services of the Product, both General Terms and Conditions and this Agreement shall be unilaterally treated as read, agreed, and ratified by the Receiving Parties with HOLLOWAY automatically regardless of the The Receiving Parties’ signatory status.
- 4.3. The legal implications of this Agreement shall be effective and carried forward to future purchases of any Services from this Product until the termination of this Agreement.

5. Agreement Termination

- 5.1. The Receiving Parties may only terminate this Agreement by giving HOLLOWAY a minimum 7 working days prior written notice.
- 5.2. In lieu with Clause 5.1, this Agreement shall be deemed terminated within 7 working days from the recipient of the termination notice by HOLLOWAY to the Receiving Parties.



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6. Product Nature

- 6.1. The Receiving Parties shall comprehend and acknowledge that the Product is a financial assistance sponsorship program offered by HOLLOWAY displayed in a detailed-oriented manner at the <https://store.hollowaykeanho.com> Web Portal (referred to Clause 1 of General Terms and Conditions).
- 6.2. The Receiving Parties acknowledge that due to the nature of the Product, HOLLOWAY shall not offer any after-sales support should the subscription payment of the Product be matured.
- 6.3. In lieu with Clause 6.2, The Receiving Parties acknowledge that the Receiving Parties can purchase the matching Product again for the after-sales support needs.
- 6.4. The Receiving Parties acknowledge that this product is uniquely identified by its SKU (referred to Clause 1 of General Terms and Conditions) value: **“hollowaykeanho-product-sponsorship-1-time”**.
- 6.5. In lieu with Clause 6.4, the SKU is assigned for the sake of unilateral communications and identifications inside and outside of HOLLOWAY’s management system.
- 6.6. In lieu with Clause 6.1 and Clause 6.2, the Receiving Parties shall authorize HOLLOWAY to select all necessary technologies and services offered by authorized third-party Vendors to deliver the purchased Product.
- 6.7. In appreciation of sponsorship from the Receiving Parties, **HOLLOWAY shall whenever possible and available, provides an advertising space for past sponsorship on applicable projects when the sponsorship Payment is matured.**



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6.8. The Receiving Parties agree and shall hold absolute full responsibilities for any consequences stipulated by any third-party Vendors under a deployed Services such as but not limited to:

6.8.1. consequences due to violation of the service provider’s terms and conditions.

6.9. The Receiving Parties agree and acknowledge that HOLLOWAY does not warrant the completion of the Product execution within the Cut-Off Time.

7. Data Privacy

7.1. While HOLLOWAY is committed to protect the Receiving Parties’ Sensitive Data (referred to Clause 1 of General Terms and Conditions), The Receiving Parties shall acknowledge that HOLLOWAY does not guarantee or warrant any unauthorized or accidental access to such data.

7.2. Due to the nature of Integration globally, the Receiving Parties hereby granted HOLLOWAY to transfer Sensitive Data (referred to Clause 1 of General Terms and Conditions) to third-party Vendors such as but not limited to, datacenter located in countries outside of The Receiving Parties’ and HOLLOWAY’s residence that may or may not have a different data protection regime.

7.3. The Receiving Parties shall agree and fully commit to provide necessary Sensitive Data to HOLLOWAY for legal and accountability purposes.

7.4. The Receiving Parties shall acknowledge and agree that HOLLOWAY shall not be hold liable for any Services’ execution delay not limited to exceeding scheduled timeline caused by the absent of the commitment stated in Clause 7.3.

7.5. The Receiving Parties agree that HOLLOWAY shall be held harmless from any liability that may arise regarding the production, use, and distribution of the Product as described herein, and HOLLOWAY is hereby released from any claims relating to the rights granted above.



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8. Pricing Structure

- 8.1. The Receiving Parties ***shall be charged a total of flexible and adjustable amount, set default at MYR15.00 of this Product*** offered by HOLLOWAY based on the pricing charges prominently displayed at the Web Portal (referred to Clause 1 of General Terms and Conditions).
- 8.2. Should the Product deemed Activated (referred to Clause 1 of General Terms and Conditions), the full pricing shall be charged regardless of the Receiving Parties termination intention and its outcome.
- 8.3. Should any of the Service be purchased, the Receiving Parties agree and shall commit and perform the stipulated Payment (referred to Clause 1 of the General Terms and Conditions) to HOLLOWAY for the selected Product’s Activation (referred to Clause 1 of the General Terms and Conditions).
- 8.4. In lieu with Clause 8.3, the Receiving Parties agree and shall not, by any means necessary, hold HOLLOWAY liable for any Payment owe to any of the third-party Vendors.
- 8.5. The Receiving Parties agree and acknowledge that the Payment is not refundable in the event of Product execution earlier than the stipulated Cut-Off Time.
- 8.6. The Receiving Parties agree that, in the event of termination or cancellation of the Service while it is Activated (referred to Clause 1 of General Terms and Conditions), shall not seek any refund from HOLLOWAY and the selected third-party Vendor.
- 8.7. The Receiving Parties agree and shall grant HOLLOWAY, in the event of any unauthorized late Payment of any kind to:
 - 8.7.1. revert all executions back to its initial state; AND
 - 8.7.2. no refund of Upfront Payment; AND
 - 8.7.3. charging late payment fees at HOLLOWAY’s sole discretion; AND
 - 8.7.4. no compensation of any kind.



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- 8.8. The Receiving Parties agree that HOLLOWAY shall charge for any logistical charges involving HOLLOWAY traveling to the Receiving Parties’ designated locations for executing the Product.

9. Service Activation

- 9.1. The purchased Product shall be Activated (referred to Clause 1 of General Terms and Conditions) automatically upon receiving the stipulated Payment (referred to Clause 1 of General Terms and Conditions).
- 9.2. Upon Activation (referred to Clause 1 of General Terms and Conditions), the execution of the paid Service shall then be started by HOLLOWAY for the Receiving Parties.

10. Service Execution

- 10.1. The Receiving Parties agree and shall fully commit to collaborate with HOLLOWAY for the deciding method of Product execution where it can be any of the following:
- 10.1.1. **COMPLETE REMOTE** – where HOLLOWAY shall execute the Product by accessing the technology across the Internet entirely remotely using HOLLOWAY infrastructure; OR
- 10.1.2. **CONTROLLED REMOTE** – where HOLLOWAY shall execute the Service by remotely access to an Endpoint owned and housed in the Receiving Parties’ premise alongside an appointed staff from the Receiving Parties; OR
- 10.1.3. **PHYSICAL PRESENCE** – where HOLLOWAY shall execute the Service by physically present in the Receiving Parties’ premise accessing the necessary assets and Endpoint owned by the Receiving Parties.
- 10.2. In lieu with Clause 10.1, the Receiving Parties agree that the decision for selecting the optimal method must include the following consideration factors:



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- 10.2.1. **Data Risk and Criticality** – where HOLLOWAY shall execute closer to physical presence option should the data is deemed more critical and riskier of losing the data such as but not limited to:
 - 10.2.1.1. trade secrets; OR
 - 10.2.1.2. process technologies; OR
 - 10.2.1.3. undisclosed intellectual properties.
- 10.2.2. **The Service’s Physical Presence Requirement** – should the Service’s remote capability is unavailable or impractical, physical presence is the only option; AND
- 10.2.3. **The Remote Access Security Requirement** – should the security requirement for remote access is unavailable or deemed unreliable, physical presence is the only option.
- 10.3. In lieu with Clause 8.8, Clause 10.1, and Clause 10.2, the Receiving Parties agree that additional logistical Payment by HOLLOWAY shall be charged for physical presence execution stated in Clause 10.1.3.
- 10.4. The Receiving Parties acknowledge that HOLLOWAY shall always perform complete remote method stated in Clause 10.1.1 or controlled remote method stated in Clause 10.1.2 by default, favoring the Receiving Parties from incurring additional logistic charges stated in Clause 10.3.
- 10.5. For executions involving data loss via intended deletion, the Receiving Parties agree and shall not hold HOLLOWAY liable for any data loss due to intentional deletion.

11. **Product Maturity**

- 11.1. Upon Product’s execution completion, the Receiving Parties agree and shall fully collaborate with HOLLOWAY to conclude the completed executions of the Product such as but not limited to paperwork fulfillment, and clearing remaining Payment balances.



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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 COMPULSORY	
Full Name per NRIC COMPULSORY	
NRIC Number COMPULSORY	
Representing Company with Registration Number OPTIONAL	
Date of Signatory COMPULSORY	