



ZORALab Enterprise (201603356108)

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B-17-09, Green Park Residence, Jalan Green Park, 43300, Seri Kembangan, Malaysia

# ZORALAB OPEN SOURCE PROJECT CONTRIBUTOR COVENANT

Version 1.0.0

BY

ZORALab Enterprise (201603356108) Legal Division

[legal@zoralab.com](mailto:legal@zoralab.com)

FOR

All Contributors to Any ZORALab Open Source Projects

EFFECTIVE FROM

July 1, 2022



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This Agreement is made on the date and time stipulated in the last page of this Agreement or the date where the first action is done to the Project (as defined in this Agreement)

BETWEEN

1. All legal entities be it a person or a company tasked to maintain a Project upkeep such as but not limited to applying Changes for meeting latest needs, and maintaining community communications and peace (hereinafter referred to as "COMMITTEES")
2. ZORALAB ENTERPRISE (Business Registration Number: 201603356108) of B-17-09, Green Park Residences, Jalan Green Park, 43300, Seri Kembangan, Malaysia (hereinafter referred to as "ZORALab")

AND

1. YOU where you are an legal entity be it a person or a company authorized to contribute any upstream Changes (as defined in this Agreement) such as Contents (as defined in this Agreement) like source codes, images, videos, audios, expression of idea in text form into one or more ZORALab Open Source Project (as defined in this Agreement) 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 "CONTRIBUTORS")

(ZORALab and COMMITTEES shall be collectively referred to as "Maintainers")

(CONTRIBUTORS shall be collectively referred to as "Contributing Parties")

(the Maintainers and the Contributing Parties shall be collectively referred to as "Parties")

WHEREAS:

- A) The Contributing Parties are desirous of contributing one or more Changes (as defined in this Agreement) into one or more ZORALab Open Source Project. At the request of the Maintainers, the Contributing Parties agree to provide the Changes to the Project 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.

<b>Agreement</b>	Means this ZORALab Open Source Project Contributor Covenant terms sheet.
<b>Change</b>	Means a set of instructions and resources that has incremental improvements towards the Content of a Project.
<b>Content</b>	Means a literary or artistic property (such as 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 the Copyrights laws of any country.
<b>Contributor Covenant</b>	Means the global Contributor Covenant made available in Appendix I or at the <a href="https://www.contributor-covenant.org/">https://www.contributor-covenant.org/</a> website.
<b>License</b>	Means the legally binding guidelines for using the Project's Content covering the terms and conditions for its usage aspects such as but not limited to rights of use, re-use, commercial use, modifications, remixes, mastering or remastering, redistribution, terms of warrants, and terms of liability and damages.
<b>Notice</b>	Means all official bill statements, receipts, notices, requests, notice of demands, writ of summons, all other legal processes and/or other communications/documents.
<b>Open Source</b>	Means the original piece of a Content, where it can re-generate itself a copy with bona-fide quality and accuracy, is made accessible openly to the general public for various use, modifications, or redistribution under the terms and conditions of its Licenses.
<b>PII</b>	Means personal identifiable information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or link-able to a specific individual, not limited to bio-data, behavioral data, bio-metric data, and health data.



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<b>Project</b>	Means a community-driven Content repository that can be continuously developed by one or more legal entities such as but not limited the Contributing Parties and the Maintainers.
<b>Service Provider</b>	Means a third-party vendor providing one or more services to the Project.
<b>Sensitive Data</b>	Means information that is protected against unwarranted disclosure, to include PII or other private/confidential data.
<b>You or Yours</b>	Means the Contributing Parties.



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## **2. Contributor Covenant Code of Conduct Compliance**

- 2.1. For the avoidance of doubt, this Agreement shall always be read together with the Contributor Covenant 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 Contributor Covenant, the former shall prevail.
- 2.3. The Contributing Parties shall agree, sign, and ratify this Agreement in order to fully agree and ratify the Contributor Covenant.

## **3. Availability and Eligibility**

- 3.1. The Project is available since the date of its inception and shall continue to be available until further Notice issued by the Maintainers.
- 3.2. In lieu with Clause 3.1, any extension or discontinuation of the Project shall be at sole discretion of the Maintainers.
- 3.3. The Contributing Parties acknowledged, agreed, and declared that the motive of contributions to the Project and the Contributing Parties themselves both are not and shall not be involved in any activities deemed illegal in one or more countries notably The Contributing Parties' and Maintainers' country of operations such as but not limited to Malaysia, Singapore, Japan, United States, China, European Union members, and United Kingdom.
- 3.4. The Maintainers reserves the full rights to make any alteration or changes to the Project or any part thereof, or suspend the Project or any part thereof with or without prior Notice and the Maintainers shall not be liable for any losses or inconveniences to the Contributing Parties resulting therefrom.
- 3.5. The Maintainers may assign or novate all or parts of the Agreement to any third-party by written Notice without prior consent from the Contributing Parties and the Contributing Parties agree to make all subsequent contributions whenever applicable to the Maintainers as instructed in such further Notice.



#### **4. Agreement Ratification**

- 4.1. This Agreement shall be effective and ratified immediately upon the completion of the Contributing Parties' signatory status in the last page of this Agreement starting from the stated signatory date.
- 4.2. In lieu with Clause 4.1, in the event where the Contributing Parties performs any activity of the Project such as but no limited to posting a message on any available and associated communication channels of the Project, this Agreement shall be unilaterally treated as read, agreed, and ratified by the Contributing Parties with the Maintainers automatically regardless of the The Contributing Parties' signatory status.
- 4.3. The legal implications of this Agreement shall be effective and carried forward to future contribution for this Project until the termination of this Agreement.
- 4.4. In lieu with Clause 3.5, the Contributing Parties agree and acknowledge that should there be an updated version of this Agreement made available after this Agreement's ratification, the new version's legal terms shall overrides this outdated version of the Agreement and the Agreement ratification legal implications shall be carried forwarded automatically, seamlessly, and regardlessly to the new version.

#### **5. Agreement Termination**

- 5.1. The Contributing Parties agree and acknowledge that the Maintainers shall retain sufficient PII and Sensitive Data indefinitely after the Agreement termination for legal, financial, and contribution historical tracking purposes such as but not limited to full name and contact email in the git log for programming-oriented Project.
- 5.2. The Contributing Parties may only terminate this Agreement by giving the Maintainers a minimum 7 working days prior written Notice.
- 5.3. In lieu with Clause 5.2, this Agreement shall be deemed terminated within 7 working days from the recipient of the termination Notice by the Maintainers to the Contributing Parties.



## 6. Data Privacy

- 6.1. While the Maintainers are committed to protect the Contributing Parties' Sensitive Data and PII, the Contributing Parties shall acknowledge that the Maintainers do not guarantee or warrant any unauthorized or accidental access to such data.
- 6.2. Due to the nature of the technological integration globally, the Contributing Parties hereby granted the Maintainers and the Project to transfer Sensitive Data to third-party Vendors such as but not limited to, datacenter located in countries outside of the Contributing Parties' and the Maintainers residence that may or may not have a different data protection regime.
- 6.3. The Contributing Parties shall agree and fully commit to provide necessary Sensitive Data to the Maintainers for legal and accountability purposes.
- 6.4. The Contributing Parties agree that the Maintainers shall be held harmless from any liability that may arise regarding the production, use, and distribution of the Product as described herein, and the Maintainers is hereby released from any claims relating to the rights granted above.

## 7. Local Enforcement Consequences

- 7.1. The Contributing Parties agree and acknowledge that legal enforcement consequences can be applied to the Contributing Parties by the legal enforcers of the Contributing Parties' country of residence in the event where the Contributing Parties' actions, with evidences beyond reasonable doubt, are deemed critical such as but not limited to:
  - 7.1.1. loss of life by any means to homicide, stalking, physical or sexual assault, ransom, and similar; OR
  - 7.1.2. intentional exposure of unrelated and unneeded PII for intensifying an attack of victim.
- 7.2. In lieu with Clause 7.1, the Contributing Parties agree and acknowledge that legal action can be taken by the Maintainers, any Project's community members, or both depending on the severity of the disputes.



- 7.3. In the event where Clause 7.2 is initiated regardless by whom, the Contributing Parties agree and acknowledge that the legal proceeding shall indemnify the Project and its unrelated community members from the legal proceeding completely.
- 7.4. In lieu with Clause 7.3, the Contributing Parties and the corresponding party, both plaintiff and defendant, in the legal proceeding shall bear full financial, travel, and legal expenses for any Project community members or the Maintainer involved into legal proceeding.

## **8. Actionable Consequences**

- 8.1. The Contributing Parties agree and acknowledge that irreversible actionable consequences can be applied to the Contributing Parties in the event where the Contributing Parties' actions, with evidences beyond doubt, are deemed offensive but not critical as stated in Clause 7.1 such as but not limited to:
- 8.1.1. any forms of like sexual, religious, gender, vulgarity, level of experience, education, social economy status, nationality, caste, color, sexual identity and orientation, and racial verbal harassment or assault; OR
  - 8.1.2. violations of Service Providers' terms and conditions; OR
  - 8.1.3. intentional hijacking or stalling of the Project development.
- 8.2. In lieu with Clause 8.1, the Contributing Parties acknowledge that irreversible actionable consequences can be defined as the following but not limited to:
- 8.2.1. getting the user account banned temporarily or permanently by the Service Provider or the Maintainers; AND
  - 8.2.2. indefinite public displacement due to permanent logged reports and archives recordings; AND
  - 8.2.3. social activities and unrest caused by third-party entities due to discussions outside of the Project's communities and control.





- 8.3. The Contributing Parties agree and acknowledge that the Maintainers and the Service Providers reserves the full rights of implementing any level actionable consequences depending on severity of the Contributing Parties' actions that are deemed offensive and attack to the Project itself or any of the Project's community members, where said level of actionable consequences can be any or all of the following:
- 8.3.1. Verbal warning related to the actions done by the Contributing Parties; OR
  - 8.3.2. Written Notice related to the actions done by the Contributing Parties; OR
  - 8.3.3. Irreversible consequences stated in Clause 8.1 and Clause 8.2.

## **9. Ethical Pledges**

- 9.1. To avoid getting any of the consequences stated in Clause 7 and Clause 8, when engaging in any activity of the Project, the Contributing Parties pledge, agree, and ratify to:
- 9.1.1. Demonstrate empathy and kindness towards other people; AND
  - 9.1.2. Being respectful of differing opinions, viewpoints, and experiences; AND
  - 9.1.3. Giving and gracefully accepting constructive feedback; AND
  - 9.1.4. Accepting responsibilities and apologizing to those affected by the Contributing Parties' mistakes, and learning from the experience; AND
  - 9.1.5. Focusing on what is best not just for the Project communities as individual, but for the overall community; AND
  - 9.1.6. Refrain the use of sexualized languages or imagery, and sexual attention or advances of any kind; AND
  - 9.1.7. Refrain from trolling, insulting or derogatory comments, and personal or political attack; AND



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- 9.1.8. Refrain from public or private harassment; AND
- 9.1.9. Refrain from performing other contacts which could reasonably be considered inappropriate in a professional setting.



## APPENDIX I

### CONTRIBUTOR COVENANT VERSION 2.1

#### 1. Our Pledge

- 1.1. We as members, contributors, and leaders pledge to make participation in our community a harassment-free experience for everyone, regardless of age, body size, visible or invisible disability, ethnicity, sex characteristics, gender identity and expression, level of experience, education, socio-economic status, nationality, personal appearance, race, caste, color, religion, or sexual identity and orientation.
- 1.2. We pledge to act and interact in ways that contribute to an open, welcoming, diverse, inclusive, and healthy community.

#### 2. Our Standards

- 2.1. Examples of behavior that contributes to a positive environment for our community include:
  - 2.1.1. Demonstrating empathy and kindness toward other people; AND
  - 2.1.2. Being respectful of differing opinions, viewpoints, and experiences; AND
  - 2.1.3. Giving and gracefully accepting constructive feedback; AND
  - 2.1.4. Accepting responsibility and apologizing to those affected by our mistakes, and learning from the experience; AND
  - 2.1.5. Focusing on what is best not just for us as individuals, but for the overall community.
- 2.2. Examples of unacceptable behavior include:
  - 2.2.1. The use of sexualized language or imagery, and sexual attention or advances of any kind; AND
  - 2.2.2. Trolling, insulting or derogatory comments, and personal or political attacks; AND



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- 2.2.3. Public or private harassment; AND
- 2.2.4. Publishing others' private information, such as a physical or email address, without their explicit permission; AND
- 2.2.5. Other conduct which could reasonably be considered inappropriate in a professional setting.

### **3. Enforcement Responsibilities**

- 3.1. Community leaders are responsible for clarifying and enforcing our standards of acceptable behavior and will take appropriate and fair corrective action in response to any behavior that they deem inappropriate, threatening, offensive, or harmful.
- 3.2. Community leaders have the right and responsibility to remove, edit, or reject comments, commits, code, wiki edits, issues, and other contributions that are not aligned to this Code of Conduct, and will communicate reasons for moderation decisions when appropriate.

### **4. Scope**

- 4.1. This Code of Conduct applies within all community spaces, and also applies when an individual is officially representing the community in public spaces. Examples of representing our community include using an official e-mail address, posting via an official social media account, or acting as an appointed representative at an online or offline event.

### **5. Enforcement**

- 5.1. Instances of abusive, harassing, or otherwise unacceptable behavior may be reported to the community leaders responsible for enforcement at [INSERT CONTACT METHOD]. All complaints will be reviewed and investigated promptly and fairly.
- 5.2. All community leaders are obligated to respect the privacy and security of the reporter of any incident.



## 6. Enforcement Guidelines

- 6.1. Community leaders will follow these Community Impact Guidelines in determining the consequences for any action they deem in violation of this Code of Conduct:
- 6.2. 1. Correction
  - 6.2.1. **Community Impact:** Use of inappropriate language or other behavior deemed unprofessional or unwelcome in the community.
  - 6.2.2. **Consequence:** A private, written warning from community leaders, providing clarity around the nature of the violation and an explanation of why the behavior was inappropriate. A public apology may be requested.
- 6.3. 2. Warning
  - 6.3.1. **Community Impact:** A violation through a single incident or series of actions.
  - 6.3.2. **Consequence:** A warning with consequences for continued behavior. No interaction with the people involved, including unsolicited interaction with those enforcing the Code of Conduct, for a specified period of time. This includes avoiding interactions in community spaces as well as external channels like social media. Violating these terms may lead to a temporary or permanent ban.



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#### 6.4. 3. Temporary Ban

6.4.1. **Community Impact:** A serious violation of community standards, including sustained inappropriate behavior.

6.4.2. **Consequence:** A temporary ban from any sort of interaction or public communication with the community for a specified period of time. No public or private interaction with the people involved, including unsolicited interaction with those enforcing the Code of Conduct, is allowed during this period. Violating these terms may lead to a permanent ban.

#### 6.5. 4. Permanent Ban

6.5.1. **Community Impact:** Demonstrating a pattern of violation of community standards, including sustained inappropriate behavior, harassment of an individual, or aggression toward or disparagement of classes of individuals.

6.5.2. **Consequence:** A permanent ban from any sort of public interaction within the community.

### 7. Attribution

7.1. This Code of Conduct is adapted from the Contributor Covenant homepage (<https://www.contributor-covenant.org/>), version 2.1, available at: [https://www.contributor-covenant.org/version/2/1/code\\_of\\_conduct.html](https://www.contributor-covenant.org/version/2/1/code_of_conduct.html)

7.2. Community Impact Guidelines were inspired by Mozilla's code of conduct enforcement ladder (<https://github.com/mozilla/diversity>).

7.3. For answers to common questions about this code of conduct, see the FAQ at: <https://www.contributor-covenant.org/faq>. Translations are available at: <https://www.contributor-covenant.org/translations>



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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	