

NTT DATA Cardpay Sdn. Bhd.
(formerly known as GHL Cardpay Sdn. Bhd.)
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ADAPTIS Tap to Pay iOS App – Terms of Service

These Terms of Service ("Terms") govern and regulate access to and use of the ADAPTIS Tap to Pay iOS App mobile application (the "App") provided by **NTT DATA Cardpay Sdn Bhd** ("we", "us", or "our"). By downloading, installing, accessing, or using the App, you expressly acknowledge and agree to be bound by these Terms.

1. Eligibility

1.1 The App is made available solely to **registered businesses or merchants** who have entered into a valid agreement in force with NTT DATA Cardpay Sdn Bhd. (the "Merchant Services Agreement").

1.2 You must be at least **eighteen (18) years old** and legally capable of entering into binding contracts under applicable laws in order to use the App.

2. Permitted Use of the App

2.1 The App may only be used for payments services approved and supported by ADAPTIS, which include, but not limited to:

- Card payments (Visa, Mastercard, MyDebit)

2.2 Any use of the App for purposes other than those expressly allowed in these Terms is prohibited and will be treated as a material breach of these Terms.

3. Account Access and Merchant Responsibilities

3.1 **Access to and use of the App is strictly limited to merchants** who have completed the onboarding process under the Merchant Services Agreement and have been issued valid login credentials by us.

3.2 You must:

- (a) Keep your login credentials secure and confidential;
- (b) Ensure the App is accessed and used only by personnel authorised by you; and
- (c) Notify us in writing immediately if you become aware of any actual or suspected unauthorised access, use, or security breach involving the App

3.3 You must not assign, transfer, share, sublicense, or allow any third party to use your login credentials without our prior written consent. Any unauthorised disclosure or use of the credentials will be treated as a material breach of these Terms.

4. Permitted Use

4.1 You may use the App solely for the purpose of accepting **business payment**, in compliance with all applicable laws, regulations, and the Merchant Services Agreement.

4.2 You **must not misuse** the App. Misuse includes, but is not limited to:

- (a) Engaging in fraudulent, deceptive, or unauthorised transactions;
- (b) Attempting to reverse engineer, decompile, copy, distribute, or resell the App or any part thereof;
- (c) Interfering with, bypassing, or compromising the App's security features, servers, networks, or related systems; or
- (d) Using the App in any manner that could damage, disable, overburden, or impair its operation.

5. Fees and Settlement

5.1 All fees, charges, and other payment terms applicable to your use of the App shall be governed by and payable in accordance with the Merchant Services Agreement.

5.2 Settlement timelines, reconciliation procedures, and related operational details will be provided separately in your onboarding documents or through the App, and may be updated by us from time to time.

6. Device Compatibility and Requirements

6.1 The App is currently supported on iPhone 11 or newer, running on the latest iOS version with NFC functionality.

6.2 You are solely responsible for ensuring your device meets the above requirements. We disclaim all liability for any errors, malfunctions, or operational issues arising from the use of the App on unsupported, incompatible, or modified devices.

7. Updates and Availability

7.1 We may, from time to time, release updates, bug fixes, enhancements, or new versions of the App. Your continued use of the App after such updates constitutes your acceptance of any modified terms and conditions that may accompany such updates.

7.2 We reserve the right, at our sole discretion, to modify, suspend, or discontinue the App, in whole or in part, at any time and without prior notice. To the fullest extent permitted by law, we shall not be liable for any loss, damage, or inconvenience resulting from such modification, suspension, or discontinuance.

8. Termination

8.1 We may, at our sole discretion, suspend or terminate your access to, or use of, the App immediately and without prior notice if:

- (a) You breach or are reasonably suspected of breaching these Terms or the Merchant Services Agreement;
- (b) You engage in any conduct that is fraudulent, unlawful, or likely to cause harm to us, our systems, or any third party; or
- (c) Such suspension or termination is required by law, regulatory directive, or court order.

8.2 You may discontinue use of the App at any time by uninstalling it from your device. Uninstallation of the App shall not affect any obligations or liabilities accrued prior to such uninstallation.

9. Personal Data Protection

9.1 We will collect, use, store, and otherwise process personal data in accordance with the Personal Data Protection Act 2010 (“PDPA”) and our Privacy Notice.

9.2 You must ensure that any personal data, including customer data, obtained via the App or associated devices is collected, used, stored, and disclosed strictly in compliance with the PDPA and all other applicable data protection and privacy laws.

9.3 For full details on how we process data, please refer to our Privacy Notice available on our website.

10. General

10.1 We may amend, update, or replace these Terms from time to time. Where changes are material, we will notify you in writing, which may include email or in-App notifications.

10.2 Your continued access to or use of the App following any such update constitutes your acceptance of the revised Terms.

10.3 In the event of any inconsistency or conflict between these Terms and the Merchant Services Agreement, the terms of the Merchant Services Agreement shall prevail to the extent of such inconsistency or conflict.

10.4 These Terms shall be governed by, and construed in accordance with, the laws of Malaysia. You agree that the courts of Malaysia shall have exclusive jurisdiction to settle any dispute, controversy, or claim arising out of or in connection with these Terms.