

NTT DATA Cardpay Sdn. Bhd.
(formerly known as GHL Cardpay Sdn. Bhd.)
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ADAPTIS Soundbox – Terms of Use

These Terms Of Use ("Terms") govern your subscription and use of the ADAPTIS Soundbox ("Soundbox", or "Device") provided by NTT DATA Cardpay Sdn Bhd ("we", "our", or "us"). By subscribing to and/or using the Soundbox, you agree to be bound by these Terms.

1. Eligibility and Subscription

1.1 The ADAPTIS Soundbox is available only to merchants registered with and approved by NTT DATA Cardpay Sdn Bhd.

1.2 All subscription fees and charges will be clearly stated during sign-up.

1.3 NTT DATA Cardpay Sdn Bhd reserves the right to approve or reject any merchant application at its sole discretion.

2. Device Usage

2.1 The Soundbox shall only be used for payments services supported by ADAPTIS, including but not limited to:

- Contactless cards (Visa, Mastercard, MyDebit)
- Chip-and-PIN cards (via insert and tap)
- QR code payments via DuitNow QR, which includes participating e-wallets such as Touch n'Go, Boost, GrabPay and others.

2.2 The Device is certified for secure transactions and complies with PCI PTS and EMV standards.

2.3 The Soundbox supports QR, contactless, and chip & PIN transactions, and includes voice confirmation, a full-color screen, and a long-lasting battery for better performance.

3. Connectivity

3.1 The Device requires a stable internet connection (WiFi or SIM data) to function.

3.2 Merchants are responsible for ensuring adequate connectivity at their premises.

3.3 For SIM-based plans, additional subscription charges apply and will be disclosed at the

time of sign-up.

4. POS System Integration

4.1 As of now, the Soundbox functions as a standalone device. Integration with POS systems is expected to be available by the end of 2025.

5. Device Ownership and Care

5.1 The ADAPTIS Soundbox is sold as a one-time purchase and becomes the merchant's property upon full payment, unless otherwise stated in the onboarding documents.

5.2 Merchants must ensure the proper care, storage and use of the Device. Any damage, loss, or theft due to negligence shall be borne by the merchant.

5.3 The Device is provided with a limited lifetime warranty covering manufacturing defects arising under normal usage conditions. For the avoidance of doubt, this warranty shall not apply to, and expressly excludes, the following:

- Any accidental or physical damage to the Device, including but not limited to water damage, impact from drops, or tampering;
- Damage arising from misuse, improper handling, or negligence
- Damage resulting from unauthorized repairs, alterations, or modifications to the Device.
- Missing and stolen device.

5.4 NTT DATA Cardpay Sdn Bhd shall provide reasonable technical support in respect of the Device. Where applicable, and at its sole discretion, NTT DATA Cardpay Sdn Bhd may offer repair or replacement of the Device, subject to the terms and conditions governing the warranty and support services.

6. Termination

6.1 Merchants may terminate the subscription by providing thirty (30) days' prior written notice to NTT DATA Cardpay Sdn Bhd.

6.2 NTT DATA Cardpay Sdn Bhd reserves the right to suspend or terminate the service immediately in the event of:

- i. misuse of the Device;
- ii. prolonged payment inactivity;
- iii. non-compliance with these Terms;
- iv. or if required by law or regulation.

7. Fees and Charges

7.1 The ADAPTIS Soundbox is offered as a one-time purchase. The full purchase price, along with applicable Merchant Discount Rate (MDR) and transaction charges, shall be as specified in the merchant onboarding documents.

7.2 Merchants opting for an annual SIM card plan shall be subject to additional charges, which will be communicated at the point of subscription.

7.3 NTT DATA Cardpay Sdn Bhd reserves the right to revise any fees, provided that merchants are given at least thirty (30) days' prior written notice.

8. Liability and Indemnity

8.1 NTT DATA Cardpay Sdn Bhd shall not be liable for any loss or damage arising from:

- i. the merchant's misuse of the Device;
- ii. connectivity issues not within NTT DATA Cardpay Sdn Bhd's control;
- iii. unauthorized access due to merchant negligence.

8.2 The merchant agrees to fully indemnify NTT DATA Cardpay Sdn Bhd, its affiliates, and employees from any claims, liabilities, damages, losses, or expenses (including legal costs) arising from:

- i. any breach of these Terms;
- ii. unauthorized or unlawful use of the Device;
- iii. or third-party claims caused by merchant conduct.

9. Personal Data Protection

9.1 NTT DATA Cardpay Sdn Bhd shall process personal data in accordance with the Personal Data Protection Act 2010 (PDPA).

9.2 Merchants must ensure that any customer data obtained via the Soundbox is collected and handled in compliance with PDPA and all applicable data protection 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 NTT DATA Cardpay Sdn Bhd may update these Terms from time to time. Merchants will be notified in writing (including via email of any material changes.

10.2 Continued use of the ADAPTIS Soundbox following any updates constitutes acceptance of the revised Terms.

10.3 These Terms are governed by and construed in accordance with the laws of Malaysia. Any disputes shall be subject to the exclusive jurisdiction of the courts of Malaysia.