

NTT DATA Payment Services Philippines, Inc.
(formerly known as GHL Systems Philippines, Inc.)
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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 Payment Services Philippines, Inc. ("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 Payment Services Philippines, Inc.
- 1.2. All subscription fees and charges will be clearly stated during sign-up.
- 1.3. NTT DATA Payment Services Philippines, Inc. 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 payment services supported by ADAPTIS, including but not limited to:
 - Contactless cards (Visa, Mastercard, JCB, among others as they become available in the market)
 - Chip-and-PIN cards (via local debit cards issued by Visa and Mastercard)
 - QR code payments via QRPH and other wallet QR payments such as Gcash, ShopeePay, and others as they become available in the market
- 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 and will be a separate engagement as necessary depending on business requirements

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; and
- Missing and stolen device.

5.4. NTT DATA Payment Services Philippines, Inc. shall provide reasonable technical support in respect of the Device. Where applicable, and at its sole discretion, NTT DATA Payment Services Philippines, Inc. 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 Payment Services Philippines, Inc.

6.2. NTT DATA Payment Services Philippines, Inc. 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; or
- iv. 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 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 Payment Services Philippines, Inc. 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 Payment Services Philippines, Inc. 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 Payment Services Philippines, Inc.'s control; or
 - iii. unauthorized access due to the Merchant's negligence.
- 8.2. The Merchant agrees to fully indemnify NTT DATA Payment Services Philippines, Inc., 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; or
 - iii. third-party claims caused by Merchant conduct.

9. Personal Data Protection

- 9.1. NTT DATA Payment Services Philippines, Inc. shall process personal data in accordance with Republic Act No. 10173 or the Data Privacy Act of 2012 (DPA).
- 9.2. Merchants must ensure that any customer data obtained via the Soundbox is collected and handled in compliance with the DPA 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 Payment Services Philippines, Inc. 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 the Philippines. Any dispute shall be subject to the exclusive jurisdiction of the courts of the Philippines.