



Rules of the CapBay Plus Feature on CapBay Platform ("Policy")

1. Introduction

- 1.1. Bay Smart Capital Ventures Sdn Bhd (1280292-W) ("**CapBay**") operates a Peer-to-Peer Financing platform ("**CapBay Platform**"), on which retail investors are provided with the opportunity to finance small and medium enterprise businesses (SMEs) via the CapBay Platform.
- 1.2. The CapBay Plus Feature ("**Feature**") is organised by CapBay. The Feature is valid from 1 January 2024 – 31 December 2024 both dates inclusive) ("**Feature Period**").
- 1.3. The Feature allows Eligible Investors (as defined in clause 2.1 herein) to earn returns on their Eligible Balance on the CapBay Platform wherein the details of the returns pay-out are as set out in clauses 3 and 4 herein.
- 1.4. This Feature is subject to the terms and conditions as follows.

2. Eligibility

- 2.1. The Feature is applicable to investors who meet the following cumulative criteria ("**Overall Criteria**"). Such investors will be known as an "**Eligible Investor**".
 - 2.1.1. By default, individual investor(s) who invests in investment notes on the CapBay Platform automatically upon such investment; and
 - 2.1.2. corporate or institutional investor(s) selected and/or opt in to participate in the Feature.

3. Feature mechanics

- 3.1. During the Feature Period:
 - 3.1.1. The investor must maintain a total investment account portfolio of at least RM10,000.00 at all times ("**Minimum Portfolio Balance**"); and
 - 3.1.2. Select and turn on one of the following pre-set Auto Invest profiles on the CapBay Platform Auto Invest Section before the end of the Promotion Period:
 - a) Conservative; or
 - b) Moderate; or
 - c) Aggressiveand maintain the said Auto Invest profile throughout the Qualifying Period ("**Auto Invest Criteria**").
- 3.2. The Eligible Balance is calculated as follows where 'N' is the total value of the investor's CapBay investment portfolio and 'X' is the total amount currently invested of that portfolio:

Applicable Returns (%) p.a. on (95% x N) – X.
- 3.3. The returns pay-out is prorated at the Applicable Returns (%) per annum on the average Eligible Balance captured each day during the Feature Period. The Applicable Returns (%) will be displayed inside the CapBay app and the Feature's marketing product page.
- 3.4. The Applicable Returns (%) offered will be based on 1-month Fixed Deposit rates which are subject to changes in the Overnight Policy Rate (OPR) set by Bank Negara Malaysia (BNM) and may be revised accordingly.



- 3.5. The returns pay-out will be accrued daily during the Feature Period and credited into the Eligible Investor's CapBay account every calendar quarter by the end of the first week of each calendar quarter.

4. Other terms and conditions

- 4.1. The returns pay-out in this Feature is limited in value and subject to availability. This Feature offers a maximum total amount of RM 20,000.00 only in returns pay-out. Upon reaching this amount or the completion of the Feature Period, the Feature will be deemed terminated, and this offer will immediately lapse without notice.
- 4.2. The returns pay-out during the Feature Period is capped at RM1,500.00 per Eligible Investor.
- 4.3. The Eligible Investor has not provided any consideration and this returns pay-out is offered gratuitously by CapBay.
- 4.4. The Feature reward is not redeemable for cash and has no cash value until any returns pay-out is made into the Eligible Investor's account.
- 4.5. CapBay reserves the right to substitute any reward with other products and/or services, in which case all terms and conditions herein governing the Feature shall apply to the substituted reward. Any change in the reward will be notified in such manner deemed appropriate by CapBay.
- 4.6. In the event of any withdrawal resulting in the Eligible Investor's deposits falling below the Minimum Portfolio Balance during the Feature Period, the cash balance in the Investor's portfolio shall be excluded from the returns pay-out calculation thereafter.
- 4.7. The Feature's Terms and Conditions must be read in conjunction with the Platform Agreement.
- 4.8. All the existing terms and conditions governing the respective products/packages/programs on the CapBay Platform referred to in these Terms and Conditions shall continue to apply. In the event of any inconsistencies or discrepancies, these Terms and Conditions shall prevail only insofar as they are relevant and applicable to the Feature.
- 4.9. CapBay reserves the right to vary, amend, add and/or remove these Terms and Conditions or to suspend or terminate the Feature without prior notice.
- 4.10. The terms and conditions herein shall be governed by Malaysian laws and the Eligible Investor submits to the exclusive jurisdiction of Malaysian courts in the event of any dispute.
- 4.11. CapBay may refuse to make any returns pay-out to an Eligible Investor if it determines, on its sole and absolute discretion, that the Eligible Investor has abused the Feature with a clear intention not to follow through with its investments or is deemed not to be a genuine investor on the CapBay Platform.