



Policy and Terms of the RM 100 Cash Promo for CapBay's Referral Programme

("Policy")

1. Introduction

- 1.1. Bay Smart Capital Ventures Sdn Bhd (Registration No. 201801018276 (1280292-W)) ("**CapBay**") operates a Peer-to-Peer Financing platform ("**Platform**") which provides opportunities for retail investors to finance SMEs via the Platform.
- 1.2. CapBay offers the 'RM 100 Cash Promo for CapBay's Referral Programme' ("**Promotion**") to **Eligible Referrers** (as defined below) for referring new investors (hereinafter referred to as "**Referred Investors**") and getting them to register and invest on the Platform.
- 1.3. The Promotion is valid from 1 January 2024 – 31 December 2024, both dates inclusive ("**Promotion Period**") where the Referred Investor shall complete the Registration Criteria, Minimum Asset Criteria, and set an Auto Invest of RM10,000.00 or above on the Platform before the end of the Promotion Period.
- 1.4. Both the Eligible Referrer and the Referred Investor will be eligible for a reward of RM100.00 each in the form of credit ("**Promotion Credit**") into their account on the Platform ("**Investment Account**") subject to the criteria, terms and conditions below.

2. Eligibility

- 2.1. The Promotion is on a first-come, first-serve basis subject to availability and is applicable only to Eligible Referrers and Referred Investors who meet the below criteria:
 - 2.2. "**Eligible Referrer**"
 - 2.2.1. The Eligible Referrer shall be an existing investor having been registered and accepted on the Platform, and having a minimum investment amount on the Platform of RM10,000.00; and
 - 2.2.2. The Eligible Referrer shall refer a Referred Investor onto the Platform using the Eligible Referrer's respective promotion code which shall be provided by CapBay.
 - 2.3. "**Referred Investors**"
 - 2.3.1. The Referred Investor after being referred to by an Eligible Referrer shall satisfy the following criteria below (collectively the "**Overall Criteria**"):
 - 2.3.1.1. Complete registration on the Platform as an 'Investor' within the Promotion Period and using the Eligible Referrer's promotion code ("**Registration Criteria**");
 - 2.3.1.2. Invest a minimum of RM10,000.00 in the Investment Account during the Promotion Period ("**Minimum Asset Criteria**");
 - 2.3.1.3. 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) Aggressive
- and maintain the said Auto Invest profile throughout the Qualifying Period ("**Auto Invest Criteria**").

2.3.2. The “**Qualifying Period**” is the period of thirty (30) consecutive days starting from the date the Minimum Asset Criteria and the Auto Invest Criteria are initiated (that is, from the time that the total Auto Invest targets have been set at RM10,000.00 or above).

2.3.3. The “**Initial Date**” is the date when the Minimum Asset Criteria and the Auto Invest Criteria are initiated (that is, from the time that the total Auto Invest targets have been set at RM10,000.00 or above).

2.3.4. The Referred Investor who fulfils the criteria above in clause 2.3, shall be known as the “**Qualified Investor**”.

3. Issuance of the Promotion Credit

3.1. CapBay will begin the process of issuing the Promotion Credit to the Referred Investor upon the satisfaction of the Registration Criteria and Auto Invest Criteria within thirty (30) days from the Initial Date.

3.2. CapBay will begin the process of issuing the Promotion Credit to the Qualified Investor upon the satisfaction of the Registration Criteria and Auto Invest Criteria by the Referred Investor within thirty (30) days from the Initial Date.

4. Other Terms and Conditions

4.1. The Promotion cannot be used in conjunction with any other promotion unless decided otherwise by CapBay.

4.2. The Promotion Credit will be credited respectively to the Eligible Referrer and the Referred Investor’s Investment Account and is not redeemable for cash.

4.3. CapBay reserves the right to substitute any reward with other products and/or services, in which case all terms and conditions herein governing the Promotion shall apply to the substituted reward. Any change in the reward will be notified in such manner deemed appropriate by CapBay.

4.4. The Promotion offers a total of RM 40,000.00 in Promotion Credit and upon the depletion of this amount, the Promotion will automatically terminate, and this offer will lapse without notice.

4.5. The Promotion is on a first-come, first-serve basis only. In the event there are any clawbacks after the Promotion has been terminated, the Promotion will not be revived or reinstated, and any Referred Investor or Eligible Referrer will have no claim to the Promotion Credit.

4.6. The Promotion’s Policy is to be read in conjunction with all of the Platform’s product highlight sheets and any other financing and platform agreements.

4.7. All the existing terms and conditions governing the respective products/packages/programs on the Platform referred to in this Policy shall continue to apply. In the event of any inconsistencies or discrepancies, this Policy shall prevail only insofar as they are relevant and applicable to the Promotion.

4.8. CapBay reserves the right to amend and end the Promotion Period early at its own discretion and may withdraw this offer at any time. CapBay reserves the right to vary, amend, add, remove and/or substitute this Policy or to suspend or terminate the Promotion without prior notice. For the avoidance of doubt, any variation, amendment, addition, removal, substitution termination or suspension of the Promotion by CapBay shall not entitle any Eligible Referrer or Referred Investor to any claim against or demand compensation from CapBay for any losses, damages, costs or expenses



suffered or incurred as a direct or indirect result of the act of variation, amendment, addition, removal, cancellation, termination or suspension of the Promotion.

- 4.9. CapBay shall not be liable for any default due to any conventional force majeure event, technical fault, failure or limitation, act of God, war, riot, strike, terrorism, epidemic, lockout, industrial action, fire, flood, drought, storm or any event beyond the reasonable control of CapBay.
- 4.10. CapBay's decision in respect to all aspects of the Promotion is final, conclusive and binding in all circumstances. No complaint or dissatisfaction arising herein will be entertained by CapBay.
- 4.11. The terms and conditions herein shall be governed by Malaysian laws and any Eligible Referrer or Referred Investor submit to the exclusive jurisdiction of Malaysian courts.