



Service Fee Rebate Campaign

Terms and Conditions

1. Introduction

- 1.1. Bay Smart Capital Ventures Sdn Bhd (Registration No.: 201801018276 (1280292-W)) ("**CapBay**" or "**Organiser**") operates a Peer-to-Peer Financing platform ("**Platform**") which provides opportunities for retail investors to finance SMEs via the Platform.
- 1.2. These terms and conditions govern the participation in the Service Fee Rebate Campaign ("**Campaign**"), a campaign organised by CapBay, which runs from 1 September 2024 to 31 March 2025 ("**Campaign Period**").

2. Campaign Overview

- 2.1. The Campaign is exclusively for new investors to the Platform who meet the eligibility criteria and qualifying criteria outlined below.
- 2.2. Eligible Investors who meet the qualifying criteria set out in Section 4 below will receive a full rebate on service fees incurred in respect of the investments made by said Eligible Investor during the Campaign Period ("**Service Fee Rebate**").
- 2.3. The Service Fee Rebate is calculated based on the total amount of service fees incurred by the applicable Eligible Investor during the Campaign Period.
- 2.4. The Service Fee Rebate will be credited back to the Eligible Investor's Investor Account within 30 days after the end of the Campaign Period ("**Rebate Payout**") as Platform credits.
- 2.5. The Platform credits are non-transferable and cannot be exchanged for cash or other benefits.
- 2.6. Only investments made during the Campaign Period will be eligible for the Service Fee Rebate.

3. Eligibility

- 3.1. The Campaign is open to "New Investors", defined as individual investors who:
 - a) successfully register a new account with the Platform ("**Investor Account**") during the Campaign Period; and
 - b) make their first deposit of RM10,000 or more into their Investor Account during the Campaign Period.
- 3.2. The following persons are NOT eligible to participate in the Campaign:
 - a) Permanent and contract employees of CapBay and its subsidiaries.
 - b) Investors who are not Malaysian tax residents.

4. Qualifying Criteria

Individual investors who satisfy the eligibility criteria outlined in Section 3 above are automatically deemed to be participating ("**Eligible Investors**") in this Campaign during the Campaign Period provided they also meet the following criteria:

- 4.1. Eligible Investors must maintain at least RM10,000 in their Investor Account throughout the Campaign Period ("**Minimum Threshold Criteria**").



- 4.2. Eligible Investors are required to activate one of the pre-determined auto-investment profiles (“**Auto Invest Criteria**”) in their Investor Account, namely:
- a) Conservative;
 - b) Moderate; or
 - c) Aggressive

The Auto Invest Criteria must remain activated throughout the Campaign Period to qualify for the Service Fee Rebate.

- 4.3. If the Minimum Threshold Criteria is no longer satisfied due to withdrawals and/or Auto Invest Criteria is deactivated at any time during the Campaign Period and before the Rebate Payout, the investor will forfeit their eligibility for Service Fee Rebate.

5. Other Rules

- 5.1. CapBay reserves the right to terminate this Campaign and/or amend or substitute any of the terms and conditions of this Campaign at any time at its sole discretion and without notice for any reason whatsoever.
- 5.2. CapBay reserves the right to request for any confirmation of details and/or documents it deems necessary to ascertain the eligibility of any investor.
- 5.3. The Campaign cannot be used in conjunction with any other campaign unless decided otherwise by CapBay or expressly stated in these terms and conditions.
- 5.4. CapBay reserves the right to substitute the Platform credits with other rewards, products and/or services without notice, in which case all rules herein governing the Campaign shall apply to the substituted rewards, products and/or services.
- 5.5. These terms and conditions are to be read in conjunction with all of the Platform’s product highlight sheets and any other financing and platform agreements.
- 5.6. All other rules, terms and conditions governing the respective products/packages/programs on the Campaign 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 Campaign.
- 5.7. 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, pandemic, lockout, industrial action, fire, flood, drought, storm or any event beyond the reasonable control of CapBay.
- 5.8. CapBay may refuse to make any pay-out if it determines, in its sole and absolute discretion, that there has been any abuse of the Campaign with a clear intention not to follow through with the investments or such party is deemed not to be a genuine investor on the Platform.
- 5.9. All of CapBay’s decisions in respect of the Campaign is final, conclusive and binding in all circumstances and no further complaint or appeal from any person will be entertained.
- 5.10. By participating in the Campaign, Eligible Investors agree to release and hold harmless CapBay and its affiliates from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether cause by negligence or not, from their participation in the Campaign and/or their acceptance, possession, use, or misuse of any Cash Prizes.