



**Cash Promo for CapBay’s Platinum Investor Referral Programme  
 (“Promotion”)  
 Terms and Conditions**

**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 ‘Cash Promo for CapBay’s Platinum Investor Referral Programme’ (“**Promotion**”) to an **Eligible Platinum Referrer** (as defined below) for referring new investors and getting them to register and invest on the Platform (“**Referred Investors**”).
- 1.3. The Promotion is valid from 1 January 2026 – 31 December 2026, both dates inclusive (“**Promotion Period**”).
- 1.4. Both the Eligible Platinum Referrer and the Qualified Investor will be eligible for a reward in the form of credit (“**Promotion Credit**”) into their respective account on the Platform (“**Investment Account**”) subject to the criteria, terms, and conditions below. The Promotion Credit amount is based on the “**Investment Tier**” level achieved as set out below and will be rewarded to both the Eligible Platinum Referrer and the Qualified Investor on a “first-come, first-served” basis, with the total “**Claimable Credit**” under this Promotion being capped as set out below:

<b>Investment Tier</b>	<b>Promotion Credit</b>	<b>Claimable Credit</b>
RM10,000.00	RM150.00	RM40,000.00
RM100,000.00 and above	RM500.00	

**2. Eligibility**

- 2.1. The Promotion is on a “first-come, first-serve” basis subject to availability and is applicable only to Eligible Platinum Referrers and Referred Investors who meet the below criteria:
- 2.2. **“Eligible Platinum Referrer”**
  - 2.2.1. The Eligible Platinum Referrer shall be an existing investor having been registered and accepted on the Platform, and having a minimum investment amount on the Platform of RM100,000.00; and
  - 2.2.2. The Eligible Platinum Referrer shall refer a Referred Investor onto the Platform using the Eligible Platinum 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 Platinum Referrer must 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 Platinum 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 2.3.1, 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 Qualified 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 Eligible Platinum Referrer upon the satisfaction of the Registration Criteria and Auto Invest Criteria by the Qualified Investor within thirty (30) days from the Initial Date.

3.3. In the event there are any clawback claims after the Promotion has been terminated, the Promotion will not be revived or reinstated, and no person will have any claim to the Promotion Credit.

3.4. 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. **Other Terms and Conditions**

4.1. CapBay reserves the right to terminate this Promotion and/or amend or substitute any of the terms and conditions of this Promotion at any time at its sole discretion and without notice for any reason whatsoever including but not limited to the terms and conditions related to the Claimable Credit.

4.2. CapBay reserves the right to request for any confirmation of details and/or documents it deems necessary to ascertain the eligibility of the Eligible Platinum Referrer and/or the Referred Investor.

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

4.4. The Promotion Credit will be credited to the Eligible Platinum Referrer and the Qualified Investor’s respective Investment Account and is not redeemable for cash.

- 4.5. CapBay reserves the right to substitute the Promotional Credit with other rewards, products and/or services without notice, in which case all terms and conditions herein governing the Promotion shall apply to the substituted reward.
- 4.6. The Promotion's terms and conditions 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 terms and conditions shall continue to apply. In the event of any inconsistencies or discrepancies, this terms and conditions 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 terms and conditions 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 Platinum 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 may refuse to make any pay-out if it determines, in its sole and absolute discretion, that there has been any abuse of the Promotion 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.
- 4.11. 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.
- 4.12. The terms and conditions herein shall be governed by Malaysian laws and any Eligible Platinum Referrer or Referred Investor shall submit to the exclusive jurisdiction of Malaysian courts.