



CapBay Plus Terms and Conditions

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. This CapBay Plus Feature ("**Feature**") is organised by CapBay. The Feature is valid from 1 January 2026 to 31 December 2026, both dates inclusive ("**Feature Period**").
- 1.3. The Feature allows Eligible Investors (as defined in clause 2.1 herein) to earn returns on their available cash balance in their CapBay account on the CapBay Platform wherein the terms governing the returns pay-out are as set out in clauses 3 and 4 herein.
- 1.4. The Feature is subject to the terms and conditions herein.

2. Eligibility

- 2.1. The Feature is available to any individual investor who makes an investment in investment notes on the CapBay Platform. Such an investor shall be referred to as an "**Eligible Investor**".

3. Feature Mechanics

- 3.1. To qualify for the Feature during the Feature Period:
 - 3.1.1. The Eligible Investor must hold a total investment account portfolio of at least RM10,000.00 ("**Minimum Portfolio Balance**") on any given day during the Feature Period ("**Eligible Cash Balance**"), and returns under the Feature shall accrue only in respect of days on which this condition is satisfied;
 - 3.1.2. The Eligible Investor must, before the end of the Feature Period, select and turn on one of the following pre-set Auto Invest profiles on CapBay Platform's Auto Invest section:
 - a) Conservative; or
 - b) Moderate; or
 - c) Aggressive;and must maintain the said Auto Invest profile continuously throughout the Feature Period ("**Auto Invest Criteria**").
- 3.2. Returns shall be calculated on a prorated basis at 2% per annum ("**Applicable Returns**") based on the Eligible Investor's average daily Eligible Cash Balance during the Feature Period. Returns will accrue daily and be credited quarterly into the Eligible Investor's CapBay account, by the last day of the month following the relevant calendar quarter.



- 3.3. If a withdrawal causes the Eligible Investor's account balance to fall below the Minimum Portfolio Balance at any time during the Feature Period, the cash balance on each day that the balance remains below the Minimum Portfolio Balance shall be excluded from the returns pay-out calculation.
- 3.4. The total returns pay-out under the Feature is limited and subject to availability, with a maximum pay-out pool of RM15,000.00 per calendar quarter (i.e., January to March, April to June, July to September, October to December). If the total calculated returns for all Eligible Investors exceed this amount, the pay-out will be prorated among Eligible Investors based on their respective average daily Eligible Cash Balances. Once the quarterly pool is fully utilised, the Feature will be paused, and the Feature will lapse until the start of the next calendar quarter, at which point the pay-out pool will be refreshed and the Feature will resume without prior notice.
- 3.5. The maximum returns pay-out under the Feature is capped at RM500.00 per Eligible Investor per calendar quarter.

4. General Terms and Conditions

- 4.1. The returns pay-out under the Feature is provided gratuitously by CapBay. Eligible Investors are not required to provide any consideration in connection with the Feature.
- 4.2. The returns offered under the Feature are not redeemable for cash and hold no cash value until the returns pay-out is successfully credited into the Eligible Investor's account.
- 4.3. Upon completion of the Feature Period, the Feature will be deemed terminated and the Feature will immediately lapse without notice.
- 4.4. CapBay reserves the right to terminate the Feature and/or amend or substitute any of the terms and conditions of the Feature at any time, at its sole discretion and without notice for any reason whatsoever, including but not limited to, the terms governing the returns pay-out under this Feature.
- 4.5. CapBay reserves the right to request for any information and/or documents it deems necessary to ascertain the eligibility of an investor.
- 4.6. The Feature cannot be used in conjunction with any other campaign unless decided otherwise by CapBay or expressly stated in these terms and conditions.
- 4.7. CapBay reserves the right to substitute the returns pay-out under the Feature with other rewards, products and/or services without prior notice. In such cases, all terms and conditions governing the Feature shall apply to the substituted rewards, products and/or services. Any substitution of the returns pay-out will be communicated in a manner deemed appropriate by CapBay.
- 4.8. All other terms and conditions governing the respective products/packages/programs on the CapBay Platform shall continue to apply. In the event of any inconsistencies or discrepancies, the



Terms and Conditions herein shall prevail only insofar as they are relevant and applicable to the Feature.

- 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, pandemic, 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 manipulation or abuse of the Feature or if such party is deemed not to be a genuine investor on the CapBay Platform.
- 4.11. All of CapBay's decisions in respect of the Feature are final, conclusive and binding in all circumstances and no further complaint or appeal from any person shall be entertained.