

## **CapBay Refer & Prosper Campaign Terms and Conditions**

### **1. Introduction**

- 1.1. This CapBay **Refer & Prosper Campaign** is organized by Bay Smart Capital Ventures Sdn Bhd (Registration No.: 201801018276 (1280292-W)) ("**CapBay**") and shall run from 15 April 2026 to 30 June 2026, both dates inclusive ("**Promotion Period**").
- 1.2. Subject to the terms and conditions below, under this Campaign, existing investors may refer new investors to register and invest via the CapBay P2P Platform ("**Platform**"). Should the new investor meet all applicable eligibility and qualifying criteria during the Promotion Period, the referrer investor shall receive a reward of RM150.00 in the form of credit ("**Promotion Credit**") for each successful referral, whereas the new eligible investor shall receive a Promotion Credit reward of RM100.00 ("**Promotion**").

### **2. Eligibility**

- 2.1. The Promotion is open to all individual investors in Malaysia who meet the following criteria:
  - 2.1.1. Are Malaysian tax residents; and
  - 2.1.2. Have an active CapBay Peer-to-Peer ("**P2P**") investment account.
- 2.2. For the avoidance of doubt, the following persons are not eligible to participate:
  - 2.2.1. Investors who are not Malaysian tax residents;
  - 2.2.2. All corporate investors and individual investors who have existing promotional arrangements or privileges with CapBay; and
  - 2.2.3. All permanent and contract employees of Bay Group Holdings Sdn Bhd.

### **3. Qualifying Criteria**

- 3.1. To qualify for the Promotion, the referrer investor must satisfy the following criteria:
  - 3.1.1. The referrer investor must be an existing investor on the Platform and have a minimum investment amount on the Platform of RM10,000.00;
  - 3.1.2. The referrer investor must refer an investor onto the Platform using the referrer investor's unique promotion code provided by CapBay.

An investor who meets the above criteria shall be an "**Eligible Referrer**", and collectively, such investors shall be referred to as "**Eligible Referrers**".

- 3.2. The new investor after being referred to by an Eligible Referrer must satisfy the following “**Overall Criteria**” below:
- 3.2.1. Complete registration on the Platform as an ‘Investor’ within the Promotion Period, using the unique promotion code provided by the Eligible Referrers at the point of registration (“**Registration Criteria**”);
  - 3.2.2. Top up and make a minimum investment of RM10,000.00 on the Platform during the Promotion Period (“**Minimum Asset Criteria**”) and must retain at least the Minimum Asset Criteria in their account throughout the Qualifying Period (as defined below).
  - 3.2.3. 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:
    - (i) Conservative; or
    - (ii) Moderate; or
    - (iii) Aggressive.and maintain the said Auto Invest profile throughout the Qualifying Period (“**Auto Invest Criteria**”).
  - 3.2.4. The “**Qualifying Period**” is ninety (90) consecutive days starting from the date both the Minimum Asset Criteria and the Auto Invest Criteria are satisfied (that is, from the time the minimum investment amount of RM10,000.00 has been met and a pre-set Auto Invest profile has been selected).
- 3.3. An Eligible Referrer who successfully refers a new investor meeting the Overall Criteria in Clause 3.2 shall be a “**Qualified Referrer**” (collectively, “**Qualified Referrers**”), while a new investor who meets the Overall Criteria in Clause 3.2 shall be a “**Qualified Investor**” (collectively, “**Qualified Investors**”).

#### **4. Issuance of the Promotion Credit**

- 4.1. The Promotion Credit will be credited into the Qualified Referrers and Qualified Investors’ Investment Account within ninety (90) days from the end of the Qualifying Period, subject to the fulfilment of the Overall Criteria. For the avoidance of doubt, Promotion Credit shall only be credited upon successful verification of the referred investment.
- 4.2. There is no maximum cap on the total Promotion Credit that may be awarded under this Promotion. Qualified Referrers may refer and earn Promotion Credit from as many Qualified Investors as they wish, subject to the terms and conditions herein. This Promotion shall remain valid throughout the Promotion Period and will automatically terminate upon the expiry of the Promotion Period, after which no further claims shall be entertained.

#### **5. General Terms and Conditions**

- 5.1. 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 prior notice, without liability to any party.
- 5.2. CapBay reserves the right to request for any confirmation of details and/or documents it deems necessary to verify the eligibility of any investor.
- 5.3. Participation of this Promotion cannot be used in conjunction with any other campaign or promotion unless otherwise determined by CapBay or expressly stated in these terms and conditions.
- 5.4. CapBay reserves the right to substitute the Promotion Credit with other rewards, products and/or services without notice, in which case all rules herein governing the Promotion shall apply to the substituted rewards, products and/or services.
- 5.5. The Promotion Credit is non-transferable and may not be auctioned, traded, bartered, or sold.
- 5.6. CapBay reserves the right to withhold or forfeit any Promotion Credit if it determines, in its sole discretion, that there has been any manipulation, abuse, or fraudulent conduct in connection with this Promotion, or if a Qualified Investor is not deemed to be a genuine investor. For the avoidance of doubt, if a Qualified Investor's balance falls below the Minimum Asset Criteria during the Qualifying Period, CapBay reserves the right to disqualify such investor from receiving the Promotion Credit.
- 5.7. All other rules, terms and conditions governing the respective products, packages and/or programs on the Platform shall continue to apply.
- 5.8. In the event of any inconsistency, these terms and conditions shall prevail only insofar as they relate to the Promotion.
- 5.9. CapBay shall not be liable for any default, cancellation or postponement of the Promotion arising from any force majeure event, technical or system failure, or any other event beyond its reasonable control.
- 5.10. All decisions made by CapBay in connection with this Promotion shall be final, conclusive, and binding in all circumstances, and no further correspondence, complaints, or appeals will be entertained.
- 5.11. Any taxes, fees or charges imposed in connection with the Promotion shall be borne solely by the Qualified Investor.
- 5.12. These terms and conditions shall be governed by and construed in accordance with the laws of Malaysia, and shall be subject to the exclusive jurisdiction of the Courts of Malaysia.