

Kay Kay Hire Purchase Private Limited

Website Terms of Use, Loan Application Terms & Governing Law

1. Acceptance and scope

By accessing this website, submitting an enquiry, applying for a product, uploading information, making a payment or using any linked digital journey, you agree to these Terms and to the policies incorporated by reference. Where a Key Facts Statement, sanction communication or loan agreement conflicts with general website text, **mandatory law and the transaction-specific documents prevail** for that loan.

2. Eligibility and authority

You must be legally competent to contract under the Indian Contract Act, 1872, provide accurate information, act for yourself or under valid authority, and use this website only for lawful purposes. Submitting information or documents that are false, forged or belonging to another person may result in rejection, recall of any facility already disbursed, reporting to credit information companies and law-enforcement authorities, and any other action available in law.

3. Information is not an offer or an approval

Website content is general information. An eligibility indication, calculator result, marketing message, application receipt or document upload is **not** a sanction, commitment or guarantee. Approval depends on KYC, credit assessment, verification, applicable policy and execution of final documents.

4. Product disclosures and controlling documents

Before a loan is accepted you will receive the disclosures required by law, including a Key Facts Statement. The KFS and the loan agreement state the sanctioned amount, the annual percentage rate, the interest basis, all fees and taxes, the net disbursement, the repayment date or schedule, cooling-off terms, contingent charges and the grievance route. **No website statement overrides those documents.**

5. Hire purchase and vehicle finance

Where a facility is extended for the purchase of a vehicle, the Company's interest in the vehicle is recorded in the manner provided in the loan or hire purchase agreement and, where applicable, endorsed with the registering authority under the Motor Vehicles Act, 1988.

The borrower is responsible for maintaining the vehicle in good condition; keeping it comprehensively insured throughout the tenor with the Company's interest noted; paying all taxes, fees and challans in respect of the vehicle; and not selling, transferring, encumbering or permanently removing the vehicle from the jurisdiction without the Company's prior written consent.

The Company's rights on default, including any right to repossess, are exercised only in accordance with the agreement, the **Recovery, Collection & Repossession Practices Code** and applicable law.

Kay Kay Hire Purchase Private Limited

6. Unsecured personal loans

An unsecured personal loan carries **no security interest** in any asset. Nothing in these Terms or in any communication should be read as giving the Company or any agent a right to seize a vehicle, household article or personal asset in respect of an unsecured facility. Recovery on such a facility is pursued through lawful demand and, where necessary, legal process.

7. Repayment

You agree to repay in accordance with the repayment schedule in your loan agreement — whether by periodic instalments or, for a bullet-repayment facility, by a single payment of principal together with accrued interest and charges on the maturity date. Dishonour of a repayment instruction, or failure to pay on the due date, may attract penal charges as disclosed in the KFS and may be reported to credit information companies.

8. Electronic records and consent

You may receive and accept documents electronically through verified channels. OTP, e-sign, digital signature, click-wrap and other legally recognised electronic acceptance may create binding records. You are responsible for keeping your registered contact details and devices secure and for promptly reporting any suspected compromise.

9. Payments and funds flow

Payments must be made only through channels officially designated by the Company. A payment is treated as received after successful credit and reconciliation. The Company may reverse, hold or investigate a transaction that is duplicate, erroneous, unauthorised, suspicious, charged back or inconsistent with applicable law.

10. Accuracy, availability and third-party services

The Company endeavours to keep content accurate and systems available but does not guarantee uninterrupted access. The website depends on banks, payment systems, identity utilities, credit bureaus, dealers, service providers and communication networks. Third-party links are provided for convenience and are governed by their own terms.

11. Prohibited use

You must not impersonate another person, submit false or manipulated documents, interfere with security, scrape or reverse-engineer the website, introduce malicious code, use the service for unlawful activity, attempt unauthorised access, or misuse the Company's or a third party's intellectual property.

12. Intellectual property

The website, brand, software, text, graphics and other material are owned by or licensed to the Company. A limited, revocable, non-transferable right is granted for your personal and lawful use.

Kay Kay Hire Purchase Private Limited

13. Communication and consent

The Company and its authorised service providers may communicate through verified channels for application processing, servicing, compliance, security, collections and customer support, subject to consent and applicable law. This consent operates notwithstanding any registration under the Do Not Disturb or National Customer Preference Register in respect of service and regulatory communications. Marketing preferences will be respected where opt-out rights apply.

14. Liability

Nothing excludes liability that cannot lawfully be excluded. Subject to that, the Company is not liable for indirect or remote loss arising solely from unauthorised use of your credentials, third-party network failure, inaccurate information supplied by you, external websites, or events beyond its reasonable control. **This does not limit the Company's responsibility for its own fraud, wilful misconduct, regulatory breach or deficiency in service.**

15. Indemnity

You will be responsible for direct, documented loss caused by your fraud, wilful misconduct, unlawful use or material misrepresentation. **No indemnity applies to loss caused by the Company's own negligence, misconduct or breach of law.**

16. Suspension, withdrawal and force majeure

The Company may suspend website access, pause an application or withdraw an undisbursed offer for security, fraud, KYC, legal, technical or underwriting reasons. A disbursed loan may be accelerated only in accordance with the loan agreement and applicable law. The Company is not liable for failure or delay resulting from a cause beyond its reasonable control.

17. Changes, severability and waiver

The Company may update these Terms prospectively; the current version is posted with its effective date. A change will not retrospectively alter an executed loan except where law permits and you are duly informed. An invalid provision is severed and the remainder continues. No delay in exercising a right operates as a waiver.

18. Governing law and dispute resolution

These Terms, and all products, services, agreements and transactions of the Company, are governed by and construed in accordance with the **laws of India**.

Customers should first use the Company's **Grievance Redressal Policy**. An unresolved dispute may be taken to the forum, court, consumer authority, arbitrator or RBI complaint mechanism having jurisdiction under applicable law and the relevant agreement. The parties agree that, subject to any non-waivable statutory remedy available to a consumer, the courts and tribunals at **Jalandhar, Punjab** shall be the agreed forum. Where a specific loan agreement provides for arbitration, that agreement prevails in respect of the matters it governs, and arbitration shall be conducted under the Arbitration and Conciliation Act, 1996 with its seat at Jalandhar.

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No clause restricts a non-waivable statutory remedy. Nothing here limits the Company's right to initiate proceedings for recovery, enforcement of security, repossession of a financed asset, or under the Negotiable Instruments Act, 1881, before any court having jurisdiction.

The English version of these Terms is operative; any translation is for convenience. Loan documentation is provided in the vernacular language — ordinarily Punjabi or Hindi — or a language the borrower understands.

19. Contact

Questions about these Terms may be sent to the customer-support or grievance channels on the Contact Us page.