- 12.1 Aspira may at any time, upon notice to you, terminate or vary its business relationship with you and close your Account and in particular but without prejudice to the generality of the foregoing Aspira may cancel credits which it has granted and require the repayment of outstanding debts resulting from such credits within such time as Aspira may determine.
- 12.2 Without prejudice to Aspira's rights under clause 14.1, Aspira may at its sole discretion suspend or close your Account:
- 12.2.1 if you use the Account for unauthorised purposes or where Aspira detects any abuse/misuse, breach of content, fraud or attempted fraud relating to your use of the Services;
- 12.2.2 if your Account or agreement with a Mobile Network Operator is terminated for whatever reason;
- 12.2.3 if Aspira is required or requested to comply with an order or instruction of or a recommendation from the government, court, regulator or other competent authority;
- 12.2.4 if Aspira reasonably suspects or believes that you are in breach of these Terms and Conditions (including non-payment of any Loan amount due from you where applicable) which you fail to remedy (if remediable) within 14 days after the service of notice by email, SMS or other electronic means requiring you to do so;
- 12.2.5 where such a suspension or variation is necessary as a consequence of technical problems or for reasons of safety; to facilitate update or upgrade the contents or functionality of the Services from time to time; where your Account becomes inactive or dormant;
- 12.2.6 if Aspira decides to suspend or cease the provision of the Services for commercial reasons or for any other reason as it may determine in its absolute discretion; or
- 12.2.7 if you breach any of the Licence Restrictions or the Acceptable Use Restrictions.
- 12.2.8 if your Account has a credit balance at any time as a result of overpayment of your Loan, you may issue a Request to Aspira for payment of such credit balance and Aspira will return any such balance to you, less any applicable fees, provided that such amount falls above the minimum transfer amounts specified by the relevant Mobile Money Provider.
- 12.3 Termination shall however not affect any accrued rights and liabilities of either party.
- 12.4 If Aspira receives notice of your demise, Aspira will not be obliged to allow any operation or withdrawal from your Account by any person except upon production of administration letters from a competent authority or confirmed grant of letters of administration or confirmed grant of probate by your legal representatives duly appointed by a court of competent jurisdiction.