

13.1 Aspira shall not be responsible for any loss suffered by you should the Services be interfered with or be unavailable by reason of the failure of any of your Equipment, or any other circumstances whatsoever not within Aspira's control including, without limitation, Force Majeure or error, interruption, delay or non-availability of the System, terrorist or any enemy action equipment failure, loss of power, adverse weather or atmospheric conditions, and failure of any public or private telecommunications system.

13.2 You acknowledge that the App has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the App as described meet your requirements.

13.3 We only supply the App for domestic and private use. You agree not to use the App and Documents for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13.4 Aspira will not be liable for any losses or damage suffered by you as a result of or in connection with:

13.4.1 any defect or fault in the App or any Service resulting from you having altered or modified the App;

13.4.2 any defect or fault in the App resulting from you having used the App in breach of the terms of this Agreement;

13.4.3 your breach of any of the Licence Restrictions or the Acceptable Use Restrictions;

13.4.4 unavailability of sufficient funds in your Mobile Money Account;

13.4.5 failure, malfunction, interruption or unavailability of the System, your Equipment, the Network or a Mobile Money System; the money in your Account being subject to legal process or other encumbrance restricting payments or transfers thereof; your failure to give proper or complete instructions for payments or transfers relating to your Account; any fraudulent or illegal use of the Services, the System and/or your Equipment; or your failure to comply with these Terms and Conditions and any document or information provided by Aspira concerning the use of the System and the Services.

13.5 If for any reason other than a reason mentioned in clauses 13.1 to 13.4, the Services are interfered with or unavailable, Aspira's sole liability under this Agreement in respect thereof shall be to re-establish the Services as soon as reasonably practicable.

13.6 Save as provided in clause 13.5, Aspira shall not be liable to you for any interference with or unavailability of the Services, howsoever caused.

13.7 Under no circumstances shall Aspira be liable to you for any loss of profit or anticipated savings or for any indirect or consequential loss or damage of whatever kind, howsoever caused, arising out of or in connection with the Services even where the possibility of such loss or damage is notified to Aspira.

13.8 All warranties and obligations implied by law are hereby excluded to the fullest extent permitted by law.