- 14.1 In consideration of Aspira complying with your instructions or Requests in relation your Account, you undertake to indemnify Aspira and hold it harmless against any loss, charge, damage, expense, fee or claim which Aspira suffers or incurs or sustains thereby and you absolve Aspira from all liability for loss or damage which you may sustain from Aspira acting on your instructions or requests or in accordance with these Terms and Conditions.
- 14.2 The indemnity in clause 14.1 shall also cover the following:
- 14.2.1 All demands, claims, actions, losses and damages of whatever nature which may be brought against Aspira or which it may suffer or incur arising from its acting or not acting on any Request or arising from the malfunction or failure or unavailability of any hardware, software, or equipment, the loss or destruction of any data, power failures, corruption of storage media, natural phenomena, riots, acts of vandalism, sabotage, terrorism, any other event beyond Aspira's control, interruption or distortion of communication links or arising from reliance on any person or any incorrect, illegible, incomplete or inaccurate information or data contained in any Request received by Aspira.
- 14.2.2 Any loss or damage that may arise from your use, misuse, abuse or possession of any third party software, including without limitation, any operating system, browser software or any other software packages or programs.
- 14.2.3 Any unauthorised access to your Account or any breach of security or any destruction or accessing of your data or any destruction or theft of or damage to any of your Equipment.
- 14.2.4 Any loss or damage occasioned by the failure by you to adhere to these Terms and Conditions and/or by supplying of incorrect information or loss or damage occasioned by the failure or unavailability of third party facilities or systems or the inability of a third party to process a transaction or any loss which may be incurred by Aspira as a consequence of any breach by these Terms and Conditions.
- 14.2.5 Any damages and costs payable to Aspira in respect of any claims against Aspira for recompense for loss where the particular circumstance is within your control.