- 6.1 You hereby irrevocably authorise Aspira to act on all Requests received by Aspira from you (or purportedly from you) through the System and to hold you liable in respect thereof. Aspira may nevertheless refuse to carry out any Requests in its sole and absolute discretion.
- 6.2 Subject to its discretion, Aspira reserves the right to reject any Request in relation to a loan application from you even if you have previously been issued with a loan by Aspira.
- 6.3 Aspira shall be entitled to accept and to act upon any Request, even if that Request is otherwise for any reason incomplete or ambiguous if, in its absolute discretion, Aspira believes that it can correct the incomplete or ambiguous information in the Request without any reference to you being necessary.
- 6.4 Aspira shall be deemed to have acted properly and to have fully performed all the obligations owed to you notwithstanding that the Request may have been initiated, sent or otherwise communicated in error or fraudulently, and you shall be bound by any Requests on which Aspira may act if Aspira has in good faith acted in the belief that such instructions have been sent by you.
- 6.5 Aspira may, in its absolute discretion, decline to act on or in accordance with the whole or any part of your Request pending further enquiry or further confirmation (whether written or otherwise) from you.
- 6.6 You agree to and shall release from and indemnify Aspira against all claims, losses, damages, costs and expenses howsoever arising in consequence of, or in any way related to Aspira having acted in accordance with the whole or any part of any of your Requests (or failed to exercise) the discretion conferred upon it.
- 6.7 You acknowledge that to the full extent permitted by law Aspira shall not be liable for any unauthorised drawing, transfer, remittance, disclosure, any activity or any incident on your account by the fact of the knowledge and/or use or manipulation of your Account PIN, password, ID or any means whether or not occasioned by your negligence.
- 6.8 Aspira is authorised to effect such orders in respect of your Account as may be required by any court order or competent authority or agency under the applicable laws.
- 6.9 In the event of any conflict between any terms of any Request received by Aspira from you and this Agreement, this Agreement shall prevail.