Terms of Service

Last updated: 14 January

[Introduction and Agreement] These Terms of Service govern access to and use of the Monarq Client Portal ("the platform", "we", "us", or "our"). The platform is a client management and billing system used to display invoices, retainers, payment activity, and account analytics. By accessing or using the platform, you acknowledge that you have read, understood, and agreed to be bound by these Terms of Service. If you do not agree to these terms, you must not use the platform.

[Platform Purpose and Functionality] The Monarq Client Portal is provided to facilitate structured billing, payment tracking, and account management between service providers and their clients. The platform displays financial information, supports payment processing, applies billing rules, and provides visibility into account status. Features and functionality may evolve over time, and the platform is provided as-is, without guarantees of permanence for any specific feature.

[User Eligibility and Authority] By using the platform, you confirm that you are legally capable of entering into binding agreements and that you are authorized to act on behalf of yourself or the organization you represent. You further confirm that all information you provide is accurate, complete, and kept up to date. Any use of the platform for unlawful, fraudulent, or unauthorized purposes is strictly prohibited.

[Account Creation and Responsibility] Access to the platform is granted through user accounts. You are responsible for maintaining the confidentiality of your login credentials and for all activity that occurs under your account. Any action taken through your account is considered authorized by you unless reported otherwise. You agree to notify us immediately if you become aware of unauthorized access, misuse, or security breaches related to your account.

[Billing Records and Invoice Validity] All invoices, retainers, balances, and payment records displayed within the platform are considered accurate and binding unless disputed within a reasonable timeframe. The platform reflects internal billing records and contractual agreements between the parties. It is your responsibility to review invoices promptly and raise any concerns in a timely manner. Failure to do so may result in the invoice being treated as accepted.

[Payment Processing and Confirmation] Payments made through the platform are processed using Paymob, a third-party payment service provider. Payment confirmation depends on the response and processing timelines of the payment gateway. The platform records payment status based on gateway feedback, and delays or failures caused by external payment services are outside of our direct control.

[Late Payments and Weekly Penalties] If an invoice or retainer remains unpaid beyond its due date, a fixed late payment penalty of ten percent per week is applied to the outstanding balance. This penalty accrues on a weekly basis until full payment is received. Penalties are calculated on the unpaid amount and continue to accumulate regardless of prior penalty applications. Partial payments do not stop penalty accrual unless the full outstanding balance is settled.

©2025 MONARQ. All Rights Reserved.

[Outstanding Balances and Financial Obligations] All outstanding balances remain payable in full, including the original invoice amounts and any accumulated penalties. Penalties do not replace or reduce the original obligation and are considered an additional charge resulting from delayed payment. Failure to settle outstanding balances constitutes a breach of these Terms of Service.

[Refunds, Cancellations, and Adjustments] All amounts displayed, invoiced, or charged through the Monarq Client Portal are issued in accordance with an underlying service agreement or contract between the parties. Payments made toward invoices, retainers, or outstanding balances are therefore considered contractually due and payable unless otherwise stated in writing. As a general rule, payments made through the platform are non-refundable. This includes, but is not limited to, payments for services rendered, retainers, partial payments, late fees, and penalties applied as a result of delayed payment. Once a payment has been processed and confirmed, it is deemed final and applied toward the contractual obligations of the account.

Late payment penalties, including the fixed ten percent weekly penalty applied to outstanding balances, are not refundable under normal circumstances. Penalties are applied as a consequence of non-payment and are intended to compensate for delayed fulfillment of contractual obligations. Refunds or reversals may only be considered in cases of force majeure, meaning extraordinary events beyond the reasonable control of the parties that directly prevent payment or performance. Such events may include, but are not limited to, natural disasters, governmental actions, widespread system failures, or other unforeseeable circumstances that make payment or service performance impossible. Any determination of force majeure is made at our sole discretion based on available evidence. Where a refund is approved under force majeure conditions, it may be limited to specific charges and may exclude amounts already applied to completed services, administrative processing, or non-recoverable costs. Refunds, if approved, will be processed through the original payment method where possible and may be subject to third-party processing timelines and fees.

No refund or adjustment will be issued for dissatisfaction, change of mind, delayed review of invoices, partial use of services, or failure to comply with payment terms. Disputes must be raised in good faith and within a reasonable timeframe to be considered.

[Account Suspension Due to Non-Payment] If an account remains unpaid for an extended period, access to the Monarq Client Portal may be suspended. Suspension may include restricted access to account information, billing records, and platform functionality. Suspension does not eliminate or pause the accumulation of outstanding balances or penalties and does not waive any financial obligations.

[Account Reinstatement and Unfreezing] To restore access to a suspended account, all outstanding balances must be paid in full. This includes the original invoice amounts as well as all accumulated penalties applied during the period of non-payment. Access will only be reinstated after payment confirmation is received and recorded by the platform. Partial settlement is not sufficient to unfreeze an account.

[No Financial, Legal, or Tax Advice] The Monarq Client Portal does not provide legal, financial, accounting, or tax advice. All information presented within the platform is for informational and administrative purposes only and reflects internal records. Users are responsible for seeking independent professional advice where necessary.

©2025 MONARQ. All Rights Reserved.

[Intellectual Property and System Ownership] All components of the platform, including software, source code, system logic, interface design, workflows, analytics, and reports, are the intellectual property of Monarq unless explicitly stated otherwise in a separate written agreement. Use of the platform does not grant ownership or rights beyond a limited, non-transferable license to access the system for its intended purpose.

[System Availability and Maintenance] While reasonable efforts are made to maintain platform availability and performance, uninterrupted access is not guaranteed. Temporary downtime may occur due to maintenance, updates, technical issues, or failures of third-party services. The platform may be modified, suspended, or discontinued in whole or in part without prior notice where necessary.

[Limitation of Liability] To the maximum extent permitted by applicable law, we are not liable for indirect, incidental, consequential, or special damages arising from the use of or inability to use the platform. We are not responsible for losses caused by third-party services, including payment processors, hosting providers, or communication services. Use of the platform is at your own risk.

[Termination of Access] We reserve the right to suspend or terminate access to the platform in cases of non-payment, misuse, violation of these terms, or actions that compromise system security or integrity. Termination does not relieve users of any outstanding financial obligations incurred prior to termination.

[Modification of Terms] These Terms of Service may be updated at any time to reflect operational, legal, or business changes. Updated terms become effective upon publication. Continued use of the platform after such updates constitutes acceptance of the revised Terms of Service.

[Governing Law and Jurisdiction] These Terms of Service are governed by and interpreted in accordance with the applicable laws of the relevant jurisdiction. Any disputes arising from or related to these terms or the use of the platform shall be subject to the appropriate legal authorities.

[Contact and Support] For questions, disputes, or support related to these Terms of Service, users may contact **info@monarqeg.com.**

©2025 MONARQ. All Rights Reserved.