**LEGAL DISCLAIMER**

**Effective Date:** 19 May 2025  
**Last Updated:** 19 May 2025

By accessing or using this website, any associated platforms, or the services of Monochrome Compliance Pty Ltd (“Monochrome Compliance”, "we", "us", "our"), you acknowledge that you have read, understood, and agree to be bound by the following terms and conditions. If you do not accept these terms, you must not use our services or this website.

**1. Nature of Information Provided**

All information made available through our website, communications, publications, and tools is provided for general informational and guidance purposes only. It does not constitute legal, financial, or regulatory advice unless explicitly provided in a formal advisory engagement.

Monochrome Compliance does not warrant that any content, data, or materials provided are appropriate or applicable to your individual circumstances without independent verification.

**2. No Guarantee of Outcomes**

While we apply best practices and diligence to ensure the integrity and accuracy of our services, we do not guarantee that the use of our services will result in regulatory compliance, avoidance of penalties, or successful outcomes.

You remain responsible for verifying the suitability of our services for your specific business needs and for seeking independent legal or professional advice as necessary.

**3. No Professional Relationship Without Formal Engagement**

Accessing this website or communicating with us does not, by itself, establish a client, fiduciary, or professional advisory relationship. A formal engagement agreement is required before any professional services or specific advice is deemed to have been provided by us.

**4. Responsibility for Compliance Reports**

Where clients formally engage Monochrome Compliance to assist with Payment Times Reporting Scheme (PTRS) obligations or other regulatory filings:

It is acknowledged and agreed that ultimate responsibility for the accuracy, completeness, and submission of any final report to the regulator rests exclusively with the client.  
A nominated representative of the client must review and approve the final report before submission. Monochrome Compliance acts solely in an assistance and facilitation role and shall not be held liable for any regulatory, financial, or reputational consequences arising from the final report submitted by or on behalf of the client.

**5. Client Obligations**

Clients and users of our services agree to:

* Provide accurate, current, and complete information as required for the delivery of our services.
* Review all drafts, reports, and advice delivered before taking action.
* Seek independent verification of critical decisions or compliance outcomes.
* Maintain responsibility for implementing any advice received.

**6. Limitation of Liability**

To the fullest extent permitted by law, Monochrome Compliance excludes all liability for:

* Any loss or damage arising directly or indirectly from the use of our website or services;
* Errors, omissions, or delays in information provided;
* Reliance on information that was inaccurate, misleading, or incomplete due to client-supplied data;
* Loss of business, contracts, revenue, goodwill, or anticipated savings.

Where liability cannot be excluded by law, our liability is limited to the re-supply of services or the amount paid for the service, whichever is lower.

**7. Indemnity**

You agree to indemnify and hold harmless Monochrome Compliance and its directors, officers, employees, and agents from any claims, liabilities, damages, costs, or expenses (including legal fees) arising out of:

* Your use or misuse of our services or website;
* Inaccurate, incomplete, or misleading information provided by you.

Each party indemnifies the other for losses caused by their own breach or misconduct.

**8. Intellectual Property**

All content, materials, systems, and methodologies used in connection with our services and website are the intellectual property of Monochrome Compliance unless otherwise noted.

You may not reproduce, distribute, publicly display, or create derivative works from our materials without our express written consent.

**9. Confidentiality**

Any non-public information shared with us by clients will be treated as confidential and handled in accordance with applicable privacy laws and professional confidentiality obligations. We maintain strict internal controls and NDAs with staff and contractors to ensure client data is protected.

However, confidentiality obligations do not apply to information:

* Already in the public domain;
* Rightfully obtained by third parties;
* Required to be disclosed by law or regulation.

**10. Third-Party Tools and Integrations**

We may use third-party platforms or integrations to facilitate service delivery. We are not responsible for the content, functionality, or data handling practices of these external providers. Users should review the privacy and legal terms of any such third parties.

**11. Force Majeure**

We are not liable for any failure or delay in performance due to circumstances beyond our reasonable control, including natural disasters, network failures, third-party service outages, cyberattacks, pandemics, regulatory changes, or government actions.

**12. Termination of Access**

We reserve the right to suspend or terminate access to our website or services without notice if we believe a user has violated these terms or is engaged in unlawful activity.

**13. Governing Law and Jurisdiction**

These terms are governed by the laws of Queensland, Australia. Any disputes shall be resolved exclusively in the courts of Queensland. If any provision is found to be unenforceable, the remainder will continue in full force.

**14. Amendments to This Disclaimer**

We may revise this Legal Disclaimer at any time. Updates will be published on our website, and continued use of our services constitutes acceptance of any changes.