

P3 Audit Limited
Resolut™ Terms of Service

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Terms of Service

Part 1. Introduction

Part 2. Eligibility, Accounts, Subscriptions and Customer Responsibilities

Part 3. Customer Data, Privacy, Artificial Intelligence and Intellectual Property

Part 4. Commercial Terms, Billing, Service Availability and Support

Part 5. Shared Trust Responsibilities, Security, Acceptable Use and Platform Integrity

Part 6. Commercial Fairness, Warranties, Liability and Risk Allocation

Part 7: Suspension, Termination, General Legal Provisions and Governing Law

Part 1. Introduction

Welcome to **Resolut**.

These Terms of Service ("**Terms**") govern access to and use of the Resolut platform and all associated services provided by **P3 Audit Limited** ("**P3 Audit**", "**we**", "**our**", or "**us**").

Resolut is a cloud-based trust and compliance platform designed to assist organisations and individuals in managing regulatory obligations, maintaining compliance information, sharing authorised evidence, and improving operational resilience through continuous trust rather than periodic verification.

These Terms constitute a legally binding agreement between P3 Audit Limited and every individual or organisation accessing or using the Services.

By creating an account, accessing, browsing, subscribing to, or otherwise using any part of the Services, you confirm that you have read, understood and agree to be bound by these Terms.

If you do not agree to these Terms, you must not access or use the Services.

2. About P3 Audit Limited

P3 Audit Limited develops and operates the Resolut platform.

Throughout these Terms:

- **"P3 Audit"**, **"we"**, **"our"**, and **"us"** refer to P3 Audit Limited.
- **"Resolut"** refers collectively to the software platform, applications, websites, APIs, artificial intelligence capabilities, integrations, modules and future products made available under the Resolut brand.
- **"Customer"**, **"you"**, and **"your"** refer to the individual or legal entity using the Services.

Unless expressly stated otherwise, these Terms apply equally to all current and future Resolut products, modules and service offerings.

3. Our Trust Principles

Resolut has been designed around a fundamentally different philosophy from traditional compliance software.

Rather than encouraging unnecessary duplication of records and retrospective evidence collection, Resolut enables organisations and individuals to demonstrate compliance through trusted relationships, controlled information sharing and continuously maintained compliance status.

Everything we do is guided by the following principles.

Principle 1: Customer Ownership

Your information remains your information.

Except where necessary to operate the Services or comply with applicable law, P3 Audit does not claim ownership of Customer Data.

Principle 2: Transparency

Customers should always understand:

- what information is collected;
- why it is collected;
- how it is used;
- who can access it; and
- how long it is retained.

Our Privacy Policy forms an important part of these Terms.

Principle 3: Least Data Necessary

Resolut is designed around the principle of data minimisation.

Where practical, we seek to minimise the collection, duplication and long-term storage of information while still enabling Customers to meet legitimate regulatory and operational requirements.

Principle 4: Customer Control

Customers determine:

- what information they upload;
- who they authorise to access it;
- the permissions granted to third parties; and
- when access permissions are revoked,

subject always to applicable legal and regulatory requirements.

Principle 5: Security by Design

Security is embedded throughout the design and operation of the Resolut platform.

We continually develop technical, organisational and administrative safeguards intended to protect Customer Data against unauthorised access, alteration, disclosure or destruction.

No internet-connected system can ever be guaranteed to be completely secure, and Customers acknowledge this inherent risk.

Principle 6: Shared Responsibility

Resolut provides technology that assists Customers in managing compliance activities.

However, Customers remain solely responsible for:

- complying with applicable laws;

- satisfying regulatory obligations;
- maintaining appropriate governance;
- verifying the accuracy of information they submit; and
- making decisions based upon information available through the Services.

Resolut supports compliance.

It does not replace professional judgement.

Principle 7: Continuous Improvement

Regulation, cybersecurity threats and technology continually evolve.

P3 Audit will continue improving the Services to enhance security, privacy, usability and compliance capabilities.

These Terms are intended to support that ongoing evolution.

4. Purpose of these Terms

These Terms define the legal relationship between P3 Audit Limited and every Customer using Resolut.

They explain:

- who may use the Services;
- how subscriptions operate;
- ownership of Customer Data;
- acceptable use of the platform;
- intellectual property rights;
- payment obligations;
- service availability;
- privacy responsibilities;
- security commitments;
- limitations of liability; and
- the rights and responsibilities of both parties.

These Terms should be read together with:

- the Resolut Privacy Policy;
- the Cookie Policy;
- the Acceptable Use Policy;
- any applicable Data Processing Addendum;
- any Order Form;
- any Enterprise Agreement; and
- any additional policies expressly incorporated into these Terms.

Where a separately executed Enterprise Agreement or Order Form expressly conflicts with these Terms, the Enterprise Agreement or Order Form will prevail only to the extent of that conflict.

5. Definitions

For the purposes of these Terms:

Account

means a registered user profile enabling access to the Services.

Affiliate

means any entity controlling, controlled by or under common control with a party.

AI Services

means any artificial intelligence, machine learning, automated reasoning or decision-support capability made available within Resolut.

AI Services are intended to assist users and must not be relied upon as legal, regulatory or professional advice.

Authorised User

means any employee, contractor, consultant, auditor, supplier or other individual authorised by a Customer to access the Services.

Customer Data

means all information, records, documents, files, images, metadata and other content uploaded, created, stored or otherwise submitted by or on behalf of a Customer.

Customer Data includes personal data where applicable.

Documentation

means all published user guides, help material, technical documentation and support resources made available by P3 Audit.

Intellectual Property Rights

means all copyrights, patents, trade-marks, service marks, registered designs, database rights, domain names, trade secrets, know-how and all other proprietary rights recognised under applicable law.

Organisation

means any company, partnership, charity, public authority, regulator, educational institution, sole trader or other legal entity using the Services.

Personal Data

has the meaning given under the UK General Data Protection Regulation and applicable data protection legislation.

Services

means all software, applications, APIs, websites, portals, AI functionality, integrations, cloud services and future products made available by P3 Audit under the Resolut brand.

Subscription

means any paid or unpaid right to access the Services under a specific service plan.

Third-Party Service

means any software, website, API or external system integrated with or connected to Resolut.

User Content

means any comments, communications, assessments, responses or other material submitted by a user through the Services.

6. Acceptance of these Terms

By accessing or using the Services, you confirm that:

- you have legal capacity to enter into these Terms;
- you are at least eighteen (18) years of age or otherwise legally capable of entering into binding agreements within your jurisdiction;
- all information supplied during registration is accurate and complete;
- you will comply with these Terms and all applicable laws;
- where acting on behalf of an organisation, you have authority to bind that organisation; and
- you accept responsibility for all activity occurring under your Account.

If you do not satisfy these requirements, you must not use the Services.

7. Changes to these Terms

P3 Audit may amend these Terms from time to time to reflect:

- changes in applicable legislation;
- regulatory requirements;
- security improvements;
- technological developments;
- new functionality;
- commercial changes; or
- operational requirements.

Where changes materially affect Customer rights or obligations, P3 Audit will provide reasonable notice through the Services, by email or by other appropriate means.

Continued use of the Services following the effective date of updated Terms constitutes acceptance of those revised Terms.

If a Customer does not agree to the revised Terms, they must discontinue use of the Services before the revised Terms take effect.

Part 2: Eligibility, Accounts, Subscriptions and Customer Responsibilities

8. Eligibility

8.1 Who may use the Services

The Services are intended for use by:

- individuals acting in a professional or business capacity;
- sole traders and independent professionals;
- private companies and public companies;
- charities and not-for-profit organisations;
- public sector bodies;
- regulatory authorities;
- certification bodies;
- audit organisations;
- educational institutions; and
- any other organisation lawfully using the Services for compliance, governance, assurance, or related operational purposes.

The Services are not intended for personal, domestic or recreational use.

8.2 Authority

If you register or use the Services on behalf of an organisation, you represent and warrant that you have full authority to:

- create the Account;
- accept these Terms;
- bind that organisation; and
- administer users on behalf of that organisation.

The organisation will be responsible for all activities undertaken through its Accounts.

8.3 Compliance with Laws

Customers are solely responsible for ensuring that their use of the Services complies with all applicable:

- laws;
- regulations;
- industry standards;
- contractual obligations; and
- internal governance requirements.

P3 Audit does not guarantee that use of the Services alone will satisfy any specific regulatory requirement.

9. Accounts

9.1 Account Registration

Access to certain Services requires creation of an Account.

When registering an Account you agree to provide information that is:

- accurate;
- complete;
- current; and
- not misleading.

You agree to keep this information updated.

9.2 Account Security

You are responsible for:

- safeguarding your login credentials;
- maintaining the confidentiality of passwords;
- restricting unauthorised access to your devices;
- enabling multi-factor authentication where available; and
- notifying P3 Audit immediately of any suspected unauthorised use.

You remain responsible for all activity conducted through your Account unless caused directly by P3 Audit.

9.3 Organisational Administrators

Organisations may appoint one or more Administrators.

Administrators may be granted authority to:

- create user Accounts;
- suspend user access;
- assign permissions;
- manage subscriptions;
- configure organisational settings;
- approve integrations;
- view audit activity;
- manage billing information; and
- perform other administrative functions made available through the Services.

Organisations are responsible for ensuring Administrators are appropriately authorised.

9.4 Invited Users

An organisation may invite employees, contractors, suppliers, auditors, clients or other third parties to access specific areas of the Services.

Invited Users receive only those permissions granted by the organisation.

P3 Audit is not responsible for permission settings chosen by Customers.

9.5 Individual Accounts

Individuals subscribing directly to Resolut remain responsible for:

- maintaining accurate profile information;
- ensuring information shared with organisations is accurate;
- controlling permissions granted to third parties; and
- complying with these Terms.

9.6 Account Suspension

P3 Audit may suspend or restrict an Account where reasonably necessary to:

- investigate suspected misuse;
- protect platform security;
- prevent unlawful activity;
- comply with legal obligations;
- respond to regulatory requirements; or
- protect other Customers.

Where practicable, reasonable notice will be provided before suspension.

10. Subscription Services

10.1 Service Plans

Resolut may be offered under multiple service plans.

These may include:

- individual subscriptions;
- organisational subscriptions;
- enterprise subscriptions;
- regulator services;
- partner services;

- network services;
- trial services;
- free services; and
- future subscription models introduced by P3 Audit.

The specific functionality available under each Subscription will be described within the applicable Order Form, pricing page or Service Description.

10.2 Changes to Service Plans

P3 Audit may:

- introduce new plans;
- withdraw legacy plans;
- rename plans;
- combine plans;
- modify included features; or
- introduce additional optional functionality.

Where a Customer has entered into a fixed-term subscription, material reductions to purchased functionality will not take effect until renewal unless otherwise agreed.

10.3 Trial Services

P3 Audit may offer trial or evaluation access.

Trial Services:

- may contain limited functionality;
- may be withdrawn at any time;
- may be subject to usage limits;
- are provided without warranty; and
- may not include customer support.

Information entered during a trial may be deleted following expiry unless converted to a paid Subscription.

10.4 Beta Services

From time-to-time P3 Audit may provide early access to experimental features.

Beta Services:

- are provided for evaluation purposes;
- may change without notice;

- may be incomplete;
- may not operate correctly; and
- should not be relied upon for production or regulatory purposes.

Customer feedback relating to Beta Services may be used by P3 Audit to improve future releases.

10.5 Future Products

Unless expressly stated otherwise, these Terms automatically apply to future products, modules, APIs and services released under the Resolut brand.

11. Customer Responsibilities

11.1 General Responsibilities

Customers agree to:

- use the Services lawfully;
 - comply with these Terms;
 - maintain accurate records;
 - provide truthful information;
 - protect login credentials;
 - maintain appropriate internal governance;
 - cooperate with legitimate security investigations; and
 - use the Services responsibly.
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11.2 Accuracy of Information

Customers remain solely responsible for ensuring that information uploaded or shared through the Services is:

- accurate;
- complete;
- current; and
- lawfully obtained.

P3 Audit does not independently verify Customer Data unless expressly stated.

11.3 Regulatory Responsibility

Resolut assists organisations in managing compliance activities.

However, Customers remain responsible for:

- regulatory compliance;
- legal compliance;
- maintaining licences;
- obtaining certifications;
- fulfilling statutory obligations;
- responding to regulators; and
- exercising professional judgement.

The Services support compliance processes but do not replace professional advice, independent audits or regulatory oversight.

11.4 Responsibility for Shared Information

Customers control:

- what information is shared;
- who receives access;
- permission duration;
- document visibility; and
- revocation of access.

Customers are responsible for ensuring they possess appropriate rights before sharing information belonging to third parties.

11.5 Lawful Content

Customers warrant that all Customer Data:

- has been lawfully obtained;
 - may lawfully be processed;
 - does not infringe Intellectual Property Rights;
 - does not breach confidentiality obligations; and
 - complies with applicable data protection legislation.
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12. Organisational Management

Where an organisation creates an organisational Account, that organisation controls the organisational workspace.

This includes authority over:

- organisational records;
- user permissions;
- shared resources;

- reporting;
- compliance workflows;
- organisational settings;
- audit history; and
- subscription administration.

Users acknowledge that information created within an organisational workspace may remain under the control of that organisation even if the individual user subsequently leaves its employment or engagement.

13. Invited Third Parties

Customers may invite third parties to interact with the Services, including:

- suppliers;
- contractors;
- auditors;
- consultants;
- regulators;
- customers;
- certification bodies; and
- other authorised participants.

Each invited participant is responsible for complying with these Terms.

The inviting Customer remains responsible for ensuring invitations are appropriately authorised.

14. Professional Judgement

Resolut provides technology intended to assist decision-making.

Customers acknowledge that decisions affecting:

- regulatory compliance;
- employment;
- contracting;
- certification;
- supplier engagement;
- professional accreditation;
- public safety; or
- legal rights

should not be based solely upon automated outputs generated by the Services.

Appropriately qualified individuals should always exercise independent professional judgement.

15. No Professional Advice

Unless expressly agreed in writing, P3 Audit does not provide:

- legal advice;
- regulatory advice;
- accounting advice;
- auditing opinions;
- certification decisions;
- financial advice;
- employment advice; or
- professional consulting services.

Any guidance, templates, AI-generated responses or educational materials are provided for general informational purposes only and should not be relied upon as a substitute for independent professional advice.

Part 3: Customer Data, Privacy, Artificial Intelligence and Intellectual Property

16. Customer Data

16.1 Ownership of Customer Data

As between P3 Audit and the Customer, all Customer Data remains the property of the Customer or the party that lawfully owns that information.

Nothing within these Terms transfers ownership of Customer Data to P3 Audit.

Customers retain all right, title and interest in their Customer Data, including all applicable Intellectual Property Rights.

16.2 Licence to Operate the Services

The Customer grants P3 Audit a limited, worldwide, non-exclusive, royalty-free licence to host, process, transmit, store, reproduce and otherwise use Customer Data solely for the purpose of:

- providing the Services;
- maintaining platform functionality;
- authenticating users;
- delivering requested features;

- supporting integrations;
- providing customer support;
- protecting platform security;
- complying with applicable law; and
- improving the reliability and performance of the Services.

This licence automatically ends when the Customer Data is deleted from the Services, subject to legal retention requirements and backup procedures described within the Privacy Policy.

16.3 Customer Responsibility

Customers remain solely responsible for:

- the accuracy of Customer Data;
- ensuring lawful collection;
- obtaining necessary permissions;
- maintaining appropriate records;
- determining who may access Customer Data; and
- ensuring the information remains current.

P3 Audit does not independently verify Customer Data unless expressly stated within the relevant Service.

17. Trust Data

Resolut operates as a trust infrastructure rather than a document repository.

Accordingly, the platform may generate information relating to the operation of trusted relationships ("Trust Data").

Trust Data may include:

- verification status;
- validation history;
- permissions granted or revoked;
- audit timestamps;
- workflow history;
- relationship metadata;
- authentication events;
- compliance status indicators;
- document version references;
- digital attestations;
- access history; and

- system-generated trust records.

Trust Data exists to demonstrate the integrity, provenance and operational history of activities performed within the Services.

Trust Data does not transfer ownership of Customer Data to P3 Audit.

17.1 Use of Trust Data

P3 Audit may process Trust Data to:

- maintain platform integrity;
- provide audit history;
- investigate suspected misuse;
- improve security;
- support regulatory enquiries;
- detect fraud;
- improve service performance;
- develop new platform functionality; and
- generate aggregated, anonymised analytics.

Where Trust Data contains Personal Data, it will be processed in accordance with the Privacy Policy.

18. Platform Data

P3 Audit may generate operational information relating to the performance of the Services.

Platform Data includes:

- system diagnostics;
- service availability;
- application telemetry;
- error logs;
- performance metrics;
- cybersecurity monitoring;
- infrastructure utilisation;
- API usage statistics; and
- operational analytics.

Platform Data belongs to P3 Audit.

Platform Data will not intentionally identify individual Customers except where reasonably necessary to investigate security incidents, support requests or legal obligations.

19. Privacy and Data Protection

P3 Audit processes Personal Data in accordance with:

- the UK General Data Protection Regulation;
- the Data Protection Act 2018;
- applicable international privacy legislation where relevant; and
- the Resolut Privacy Policy.

The Privacy Policy forms part of these Terms.

Customers remain responsible for ensuring they possess an appropriate lawful basis for uploading or processing Personal Data through the Services.

Where P3 Audit processes Personal Data on behalf of enterprise Customers, the applicable Data Processing Addendum shall apply.

20. Data Retention

Customer Data will normally remain available throughout the Customer's active Subscription.

Following termination, P3 Audit may retain Customer Data for a limited period where reasonably necessary to:

- comply with legal obligations;
- resolve disputes;
- enforce contractual rights;
- complete backup rotation;
- maintain business continuity; or
- protect platform security.

Detailed retention periods are described within the Privacy Policy.

21. Data Deletion

Customers may request deletion of Customer Data in accordance with applicable law.

Deletion requests may be subject to:

- statutory retention obligations;
- regulatory requirements;
- ongoing investigations;
- litigation holds;
- financial record keeping requirements;

- backup recovery processes; and
- legitimate security interests.

Where deletion cannot immediately occur, P3 Audit will restrict processing to the extent reasonably practicable.

22. Artificial Intelligence Services

Resolut may include artificial intelligence ("AI Services") intended to improve user productivity, automate workflows and assist decision-making.

AI Services may include:

- document analysis;
 - compliance recommendations;
 - risk identification;
 - summarisation;
 - workflow automation;
 - natural language interaction;
 - regulatory guidance;
 - search assistance;
 - anomaly detection; and
 - future AI capabilities.
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22.1 AI is Assistive

AI Services are designed to support - not replace - human judgement.

Customers remain solely responsible for:

- reviewing AI outputs;
 - verifying accuracy;
 - exercising professional judgement; and
 - making all final operational, regulatory and commercial decisions.
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22.2 No Automated Regulatory Decisions

Unless expressly stated otherwise, Resolut does not make legally binding regulatory, employment or certification decisions.

Any automated outputs should be independently reviewed before reliance.

22.3 AI Improvements

P3 Audit may use anonymised operational information and Customer feedback to improve AI Services.

P3 Audit will not intentionally use Customer confidential information to train publicly available artificial intelligence models without the Customer's express consent.

23. Intellectual Property

The Services, including all software, source code, algorithms, databases, user interfaces, workflows, documentation, graphics, trade-marks and related Intellectual Property Rights remain the exclusive property of P3 Audit and its licensors.

Nothing in these Terms transfers ownership of any Intellectual Property Rights to the Customer except for the limited licence expressly granted under these Terms.

23.1 Licence to Use the Services

Subject to these Terms, P3 Audit grants Customers a limited, non-exclusive, non-transferable, revocable licence to access and use the Services during the applicable Subscription solely for the Customer's internal business purposes.

Customers may not:

- copy the Services except where permitted by law;
- reverse engineer or decompile the software;
- create derivative works;
- remove proprietary notices;
- resell the Services without written agreement;
- use the Services to develop competing products; or
- misuse the platform contrary to these Terms.

24. Customer Feedback

Customers may voluntarily submit:

- suggestions;
- enhancement requests;
- feature ideas;
- usability improvements;
- bug reports; and
- product feedback.

Unless otherwise agreed in writing, P3 Audit may use such feedback without restriction and without payment of compensation.

Feedback does not transfer ownership of Customer Data or confidential information.

25. Confidential Information

Each party agrees to protect Confidential Information received from the other party using at least the same degree of care that it applies to its own confidential information, and no less than a reasonable standard of care.

Confidential Information may only be disclosed:

- with prior written consent;
- where required by law;
- pursuant to regulatory obligations; or
- to professional advisers under duties of confidentiality.

This obligation survives termination of these Terms.

26. Third-Party Services

Resolut may integrate with third-party products, platforms or services.

P3 Audit does not own or control Third-Party Services and is not responsible for:

- their availability;
- their security;
- their privacy practices;
- their accuracy; or
- changes made by third-party providers.

Customers are responsible for complying with the terms applicable to any Third-Party Services they choose to use.

27. Opensource Software

Certain components of the Services may include software distributed under recognised opensource licences.

Nothing in these Terms restricts rights granted under the applicable opensource licences.

Where required, P3 Audit will make relevant licence notices available upon request.

Part 4: Commercial Terms, Billing, Service Availability and Support

28. Subscription Plans

Resolut is offered under a range of subscription plans designed to meet the needs of individual professionals, organisations, enterprise customers, regulatory bodies and trusted network participants.

Subscription plans may include free, trial, paid and enterprise offerings together with optional add-on services.

The features, usage limits and pricing applicable to each Subscription are described within the applicable Order Form, Subscription Agreement, quotation, pricing schedule or published Service Description.

P3 Audit reserves the right to introduce, amend, rename or discontinue Subscription plans from time to time.

29. Orders and Subscription Commencement

A Subscription commences on the earlier of:

- acceptance of an Order Form;
- completion of online registration for a paid Subscription;
- activation by P3 Audit;
- the agreed commencement date stated within an Enterprise Agreement; or
- first use of the applicable paid Service.

Each Order Form forms part of these Terms.

In the event of conflict between an executed Enterprise Agreement and these Terms, the Enterprise Agreement shall prevail to the extent of the inconsistency.

30. Subscription Terms

Subscriptions may be provided:

- monthly;
- annually;
- under multi-year agreements;
- under enterprise licensing arrangements;
- as project-specific engagements;
- under framework agreements; or
- under other commercial arrangements agreed in writing.

Unless otherwise agreed, Subscriptions automatically renew for successive periods equal to the initial Subscription term.

Customers may disable automatic renewal before the next renewal date where permitted by their Subscription.

31. Fees and Payment

Customers agree to pay all applicable fees associated with their Subscription.

Fees may include:

- Subscription charges;
- implementation services;
- onboarding services;
- professional services;
- training;
- premium support;
- usage-based services;
- API access;
- AI-enabled functionality;
- marketplace services;
- optional modules; and
- applicable taxes.

Unless otherwise stated, all fees are exclusive of VAT and other applicable taxes.

31.1 Payment Terms

Invoices are payable in accordance with the payment terms specified within the applicable Order Form or invoice.

Unless otherwise agreed in writing, payment is due within thirty (30) days of invoice date.

31.2 Late Payments

Where payment remains outstanding beyond the due date, P3 Audit may:

- charge statutory interest where permitted by law;
- suspend access to affected Services;
- withhold implementation work;
- delay support services;
- recover reasonable collection costs; and

- terminate the Subscription in accordance with these Terms.

P3 Audit will normally provide reasonable notice before suspending Services due solely to late payment.

32. Price Changes

P3 Audit may revise Subscription pricing from time to time.

Price changes shall normally apply only upon renewal unless:

- required by law;
- resulting from taxation changes;
- agreed within an Enterprise Agreement;
- resulting from Customer-requested changes; or
- expressly permitted within the applicable Order Form.

Reasonable advance notice will be provided before any material pricing change takes effect.

33. Taxes

Customers are responsible for all applicable taxes, duties and governmental charges associated with their purchase of the Services, except taxes based upon P3 Audit's income.

Where withholding taxes apply, Customers shall cooperate in providing any documentation reasonably necessary to minimise such withholding where permitted by law.

34. Service Availability

P3 Audit aims to provide highly available cloud-based Services.

However, Customers acknowledge that uninterrupted availability cannot be guaranteed.

Availability may be affected by:

- scheduled maintenance;
- emergency maintenance;
- third-party infrastructure failures;
- telecommunications failures;
- internet outages;
- cyber security incidents;

- force majeure events; or
 - circumstances beyond P3 Audit's reasonable control.
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34.1 Availability Objectives

Where a Service Level Agreement ("SLA") applies, availability objectives shall be governed by that SLA.

In the absence of an SLA, P3 Audit will use commercially reasonable efforts to maintain reliable service availability.

Availability objectives do not constitute guarantees unless expressly stated within an executed SLA.

35. Maintenance

To protect security, stability and performance, P3 Audit may perform:

- scheduled maintenance;
- emergency maintenance;
- infrastructure upgrades;
- software updates;
- database optimisation;
- security improvements;
- feature releases; and
- platform enhancements.

Where reasonably practicable, advance notice of planned maintenance will be provided.

Emergency maintenance may occur without prior notice where necessary to protect Customers or the Services.

36. Software Updates

P3 Audit continually develops Resolut.

Accordingly, the Services may be updated to:

- improve security;
- address software defects;
- enhance usability;
- introduce new functionality;
- improve performance;
- support regulatory developments; and

- maintain compatibility with evolving technologies.

Customers acknowledge that functionality may change as part of the ongoing development of the Services.

P3 Audit will seek to avoid removing material functionality during an active Subscription unless necessary for security, legal compliance or operational reasons.

37. Customer Support

Support services are provided in accordance with the Customer's Subscription.

Support may include:

- knowledge base access;
- online documentation;
- email support;
- web-based support;
- telephone support;
- priority response;
- dedicated account management;
- onboarding assistance;
- implementation guidance; and
- enterprise technical support.

Support levels vary according to Subscription.

37.1 Support Requests

Customers should report technical issues promptly using the support channels made available by P3 Audit.

Customers agree to provide sufficient information to enable investigation, including:

- system information;
- error messages;
- screenshots where appropriate;
- steps to reproduce issues; and
- other relevant diagnostic information.

38. Customer Cooperation

Customers agree to provide reasonable cooperation where necessary to enable P3 Audit to:

- investigate incidents;
- resolve technical issues;
- diagnose software defects;
- restore Services;
- perform migrations;
- implement requested integrations; or
- provide customer support.

Failure to provide reasonable cooperation may affect P3 Audit's ability to meet support commitments.

39. Service Changes

P3 Audit continually evolves the Services.

Accordingly, we may:

- introduce new functionality;
- improve existing functionality;
- replace legacy features;
- withdraw obsolete features;
- improve user interfaces;
- enhance AI capabilities;
- introduce additional security controls;
- improve reporting;
- expand integration capabilities; and
- develop new products.

Where changes materially reduce core contracted functionality, Customers will receive reasonable advance notice unless immediate action is necessary to address security, legal or operational risks.

40. Third-Party Infrastructure

Resolut relies upon trusted third-party infrastructure providers including cloud hosting, networking, communications and cybersecurity services.

While P3 Audit carefully selects its service providers, it cannot guarantee the continuous availability of third-party infrastructure outside its reasonable control.

Interruptions caused by third-party infrastructure providers shall not, by themselves, constitute a breach of these Terms.

41. Business Continuity

P3 Audit maintains business continuity and disaster recovery processes designed to support the ongoing availability of the Services.

These arrangements may include:

- encrypted backups;
- infrastructure redundancy;
- monitored environments;
- incident response procedures;
- cyber resilience measures;
- recovery testing; and
- security monitoring.

The existence of such arrangements does not constitute a guarantee that every interruption or data loss event can be prevented.

42. Communications

P3 Audit may communicate with Customers regarding:

- security alerts;
- service interruptions;
- maintenance windows;
- software updates;
- billing matters;
- regulatory changes affecting the Services;
- support requests;
- product announcements; and
- important contractual notices.

Customers are responsible for maintaining accurate contact information to receive such communications.

43. Enterprise Services

Enterprise Customers may receive additional services under separate written agreements.

These may include:

- dedicated onboarding;
- implementation assistance;
- migration services;
- consulting services;
- technical account management;
- customer success management;
- customised reporting;
- bespoke integrations;
- enhanced security services;
- Service Level Agreements; and
- professional services.

Where an Enterprise Agreement expressly varies these Terms, the Enterprise Agreement shall prevail solely in relation to those Enterprise Services.

Part 5 – Shared Trust Responsibilities, Security, Acceptable Use and Platform Integrity

44. The Shared Trust Model

Resolut is designed as a Continuous Trust Infrastructure.

The integrity of the Services depends upon responsible participation by all users rather than solely upon the technology provided by P3 Audit.

Accordingly, Customers acknowledge that maintaining trust within the Services is a shared responsibility between:

- P3 Audit;
- organisational administrators;
- authorised users;
- auditors;
- regulators;
- certification bodies;
- suppliers;
- business partners; and
- any other authorised participant.

Each participant contributes to the accuracy, integrity and reliability of the information and relationships maintained through the Services.

44.1 P3 Audit Responsibilities

P3 Audit will use commercially reasonable efforts to:

- maintain a secure cloud platform;
- protect Customer Data using appropriate technical and organisational measures;
- monitor platform security;
- investigate suspected security incidents;
- improve platform resilience;
- maintain appropriate operational controls;
- respond to reported vulnerabilities;
- provide security updates; and
- continuously improve the Services.

44.2 Customer Responsibilities

Customers agree to contribute to the integrity of the Services by:

- maintaining accurate information;
- protecting Account credentials;
- assigning permissions responsibly;
- removing unnecessary user access;
- reporting suspected misuse;
- promptly correcting inaccurate information;
- maintaining appropriate governance;
- ensuring lawful processing of information; and
- cooperating with security investigations.

44.3 Trust is Not Absolute

The Services support trusted relationships.

They do not guarantee that every statement, document, certification or representation submitted by another Customer is accurate.

Customers remain responsible for exercising appropriate commercial, regulatory and professional judgement.

45. Information Security

P3 Audit maintains an information security programme designed to protect the confidentiality, integrity and availability of the Services.

The security programme may include:

- encryption in transit;
- encryption at rest where appropriate;
- identity and access management;
- role-based permissions;
- multi-factor authentication;
- network security controls;
- vulnerability management;
- security monitoring;
- penetration testing;
- incident response procedures;
- backup and recovery processes; and
- employee security awareness training.

Security measures may evolve over time in response to emerging threats, regulatory developments and improvements in industry practice.

46. Customer Security Obligations

Customers remain responsible for the security of their own environments.

This includes:

- protecting user devices;
- maintaining secure passwords;
- enabling multi-factor authentication where available;
- maintaining antivirus and endpoint protection;
- managing user permissions;
- promptly removing access for former personnel;
- implementing appropriate internal security policies; and
- protecting networks used to access the Services.

P3 Audit is not responsible for security incidents arising from Customer systems outside the Services.

47. Security Incident Reporting

Customers agree to notify P3 Audit without undue delay where they become aware of:

- unauthorised access;
- compromised credentials;
- suspected malware affecting the Services;
- attempted fraud;
- phishing attacks involving Resolut;
- data integrity concerns;
- misuse of Accounts; or
- any incident that could reasonably affect platform security.

Prompt reporting assists in protecting all Customers using the Services.

48. Security Incidents

Where P3 Audit becomes aware of a confirmed security incident affecting the Services, it will take commercially reasonable steps to:

- investigate the incident;
- contain the impact;
- restore affected Services;
- comply with applicable legal obligations;
- notify affected Customers where legally required or reasonably appropriate;
- and
- implement corrective measures intended to reduce the likelihood of recurrence.

Nothing in this section constitutes an admission of liability.

49. Acceptable Use

Customers agree to use the Services responsibly and only for lawful purposes.

Customers must not:

- violate applicable laws or regulations;
- infringe Intellectual Property Rights;
- interfere with the operation of the Services;
- introduce malicious software;
- attempt unauthorised access;
- misuse authentication systems;
- upload unlawful or harmful material;

- interfere with another Customer's use of the Services;
 - impersonate another individual or organisation;
 - conduct fraudulent activities;
 - circumvent security controls;
 - attempt to reverse engineer security mechanisms; or
 - knowingly submit false compliance information.
-

50. Platform Integrity

Customers must not use the Services in any manner that could reasonably undermine confidence in the integrity of the Resolut platform.

Prohibited conduct includes:

- deliberately creating misleading trust relationships;
- knowingly providing false attestations;
- manipulating compliance status;
- fabricating verification records;
- attempting to bypass workflow controls;
- interfering with audit history;
- misrepresenting certifications;
- falsifying identity;
- abusing invitation mechanisms; or
- otherwise undermining the trust model upon which the Services operate.

P3 Audit reserves the right to investigate suspected conduct that may compromise platform integrity.

51. Responsible AI Use

Where AI Services are made available, Customers agree not to:

- deliberately provide unlawful input;
- generate harmful or fraudulent content;
- use AI outputs as the sole basis for regulatory decisions;
- attempt to manipulate AI models;
- exploit vulnerabilities within AI functionality;
- use AI Services to infringe Intellectual Property Rights; or
- represent AI-generated output as verified fact without appropriate review.

Customers remain responsible for validating AI-generated content before relying upon it.

52. Auditing and Monitoring

To protect the Services and all Customers, P3 Audit may monitor use of the Services for purposes including:

- security;
- fraud prevention;
- service reliability;
- operational diagnostics;
- abuse detection;
- compliance with these Terms; and
- lawful investigations.

Monitoring will be conducted in accordance with applicable privacy legislation and the Privacy Policy.

Nothing in this section authorises P3 Audit to monitor Customer business activities beyond what is reasonably necessary to operate, secure and improve the Services.

53. Regulatory Cooperation

Where required by applicable law or valid legal process, P3 Audit may cooperate with:

- courts;
- law enforcement agencies;
- regulatory authorities;
- supervisory bodies; and
- other competent authorities.

Where legally permitted, P3 Audit will seek to notify affected Customers before disclosing Customer Data.

54. Export Controls and Sanctions

Customers agree not to access or use the Services in violation of applicable export control, sanctions or trade laws.

Customers warrant that neither they nor, to the best of their knowledge, their authorised users are prohibited from receiving the Services under applicable law.

P3 Audit may suspend or terminate access where continued provision of the Services would breach applicable sanctions or export control legislation.

55. Suspension for Protection of the Services

P3 Audit may suspend access to all or part of the Services where reasonably necessary to:

- protect Customers;
- protect platform integrity;
- investigate suspected unlawful activity;
- address significant security risks;
- comply with legal obligations;
- respond to regulatory requirements; or
- prevent material harm to the Services.

Where reasonably practicable, Customers will be informed of the reason for suspension and the steps required for reinstatement.

56. Continuous Improvement of Security

Cybersecurity threats evolve continuously.

P3 Audit therefore reserves the right to introduce additional security measures, authentication requirements, verification procedures or protective technologies where reasonably necessary to safeguard the Services.

Such measures may include:

- mandatory multi-factor authentication;
- enhanced identity verification;
- additional encryption;
- behavioural anomaly detection;
- revised password requirements;
- enhanced logging;
- security notifications; or
- other reasonable protective controls.

Customers acknowledge that certain security enhancements may require changes to the way the Services are accessed or used.

Part 6: Commercial Fairness, Warranties, Liability and Risk Allocation

57. Commercial Fairness

P3 Audit believes that successful long-term customer relationships are founded upon transparency, mutual respect and shared responsibility.

While these Terms define the legal rights and obligations of each party, both P3 Audit and the Customer agree to exercise their contractual rights reasonably, in good faith and in a manner consistent with maintaining a constructive commercial relationship wherever reasonably practicable.

Nothing in this section limits either party's legal rights or remedies where required to protect legitimate commercial, legal or regulatory interests.

58. Our Commitment to Customers

P3 Audit is committed to operating Resolut as a trusted compliance and resilience platform.

We will use commercially reasonable efforts to:

- operate the Services with reasonable skill and care;
 - maintain an appropriately qualified team;
 - continually improve platform security;
 - maintain appropriate operational governance;
 - provide reasonable customer support in accordance with the applicable Subscription;
 - respond appropriately to reported issues;
 - respect Customer confidentiality;
 - process Personal Data in accordance with applicable law; and
 - continue investing in the long-term development of the Services.
-

59. Customer Commitments

Customers acknowledge that the successful use of the Services depends upon their own participation.

Customers therefore agree to:

- provide accurate information;
- maintain appropriate governance;
- review AI-generated outputs;

- manage user permissions responsibly;
 - implement appropriate internal controls;
 - comply with applicable laws;
 - exercise professional judgement; and
 - cooperate with P3 Audit where reasonably necessary to investigate technical or security issues.
-

60. Limited Warranty

P3 Audit warrants that during an active paid Subscription the Services will be provided using reasonable skill and care consistent with generally accepted commercial software industry practices.

Where the Customer reasonably demonstrates that the Services materially fail to perform in accordance with the applicable Documentation, P3 Audit will use commercially reasonable efforts to:

correct the defect;

provide a reasonable workaround; or

where neither is commercially practicable, provide an appropriate remedy determined by P3 Audit.

This warranty applies only where the Customer has used the Services in accordance with these Terms.

61. Warranty Exclusions

The limited warranty does not apply where any issue results wholly or partly from:

- Customer misuse;
- unauthorised modifications;
- unsupported software or hardware;
- third-party services;
- internet connectivity;
- Customer systems;
- inaccurate Customer Data;
- misuse of AI Services;
- force majeure events; or
- circumstances beyond P3 Audit's reasonable control.

62. Disclaimer of Certain Warranties

Except as expressly stated within these Terms or any applicable Enterprise Agreement, the Services are provided on an "as available" and "as provided" basis.

To the fullest extent permitted by applicable law, P3 Audit disclaims all implied warranties, including implied warranties of merchantability, satisfactory quality, fitness for a particular purpose and non-infringement.

Nothing within these Terms excludes any warranty that cannot lawfully be excluded.

63. Compliance Outcomes

Resolut is designed to assist Customers in managing compliance activities.

However, P3 Audit does not warrant or guarantee that use of the Services will:

- satisfy any particular legal obligation;
- achieve regulatory approval;
- guarantee certification;
- eliminate business risk;
- prevent cyber attacks;
- detect every compliance issue;
- identify every security vulnerability;
- ensure business continuity; or
- prevent operational failures.

The Services support informed decision-making but cannot replace professional judgement or independent verification.

64. AI Outputs

Artificial Intelligence functionality is intended to support productivity and operational decision-making.

P3 Audit does not warrant that AI-generated content will always be:

- complete;
- accurate;
- current;
- suitable for a particular purpose; or
- free from error.

Customers remain responsible for independently reviewing AI-generated outputs before relying upon them.

65. Limitation of Liability

Nothing within these Terms excludes or limits liability for:

- death or personal injury caused by negligence;
- fraud or fraudulent misrepresentation;
- wilful misconduct where liability cannot lawfully be excluded;
- breach of applicable data protection legislation where exclusion is prohibited by law; or
- any liability that cannot legally be limited.

66. Excluded Losses

To the fullest extent permitted by law, P3 Audit shall not be liable for:

- indirect loss;
- consequential loss;
- loss of profits;
- loss of revenue;
- loss of business opportunity;
- loss of anticipated savings;
- loss of goodwill;
- loss of reputation;
- interruption of business;
- corruption of data not caused directly by P3 Audit;
- punitive damages; or
- exemplary damages.

67. Financial Liability Cap

Subject to Section 65, P3 Audit's total aggregate liability arising under or in connection with these Terms during any twelve-month period shall not exceed the greater of:

- the total Subscription Fees paid by the Customer during the preceding twelve (12) months; or
- £10,000,

unless otherwise agreed within an Enterprise Agreement.

Enterprise Customers may agree higher liability caps through separately negotiated contracts.

68. Customer Indemnity

Customers agree to indemnify and hold harmless P3 Audit, its directors, officers, employees and contractors against claims, losses, damages, liabilities, costs and reasonable legal expenses arising directly from:

- breach of these Terms;
- unlawful use of the Services;
- infringement of third-party Intellectual Property Rights by Customer Data;
- inaccurate representations knowingly provided by the Customer;
- misuse of AI Services;
- unlawful processing of Personal Data; or
- Customer negligence.

This indemnity applies only to the extent the claim results from the Customer's acts or omissions.

69. P3 Audit Intellectual Property Indemnity

Subject to the limitations within these Terms, P3 Audit will defend any claim alleging that the authorised use of the Services infringes a third party's registered Intellectual Property Rights.

This obligation does not apply where the alleged infringement results from:

- Customer modifications;
- use with unauthorised third-party software;
- Customer Data;
- use outside the scope of these Terms;
- continued use after notification of an alleged infringement where a reasonable alternative has been provided; or
- compliance with Customer instructions.

P3 Audit may, at its option:

- obtain the necessary rights;
- modify the affected Services;
- replace the affected functionality; or
- terminate the affected Service and refund any prepaid fees relating solely to the affected functionality.

70. Insurance

P3 Audit may maintain appropriate insurance policies consistent with the nature and scale of its business operations.

Enterprise Customers may request reasonable evidence of insurance where commercially appropriate and subject to confidentiality obligations.

71. Allocation of Risk

The parties acknowledge that:

- the pricing of the Services reflects the allocation of risk contained within these Terms;
 - neither party could reasonably provide the Services on the same commercial basis without these limitations; and
 - the liability provisions represent a fair and reasonable allocation of commercial risk.
-

72. Interpretation

The exclusions and limitations contained within these Terms shall be interpreted to the fullest extent permitted under applicable law.

Where any limitation is held unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

Part 7: Suspension, Termination, General Legal Provisions and Governing Law

73. Suspension of Services

P3 Audit may suspend or restrict access to all or part of the Services where reasonably necessary to:

- protect the security, integrity or availability of the Services;
- prevent unauthorised access;
- investigate suspected misuse;
- address a breach of these Terms;
- comply with applicable law, regulatory requirements or legal process;
- prevent harm to P3 Audit, Customers or third parties;
- address overdue payments; or
- protect the Resolut trust ecosystem.

Where reasonably practicable, P3 Audit will:

- notify the affected Customer;
- explain the reason for suspension;
- identify steps required for reinstatement; and
- restore access promptly once the relevant issue has been resolved.

Suspension will be limited to the extent reasonably necessary in the circumstances.

74. Termination by Customer

A Customer may terminate its Subscription:

- in accordance with the cancellation terms applicable to its Subscription;
- by providing written notice where permitted under an Enterprise Agreement; or
- immediately where P3 Audit materially breaches these Terms and fails to remedy that breach within a reasonable period after receiving written notice.

Termination does not relieve the Customer of payment obligations accrued before termination.

75. Termination by P3 Audit

P3 Audit may terminate or suspend access to the Services where:

- the Customer materially breaches these Terms;
- payment obligations remain overdue;
- the Customer engages in unlawful activity;
- the Customer compromises platform security;
- the Customer misuses the Resolut trust infrastructure;
- continued provision of Services would breach applicable law;
- the Customer becomes insolvent or enters formal insolvency proceedings; or
- continued operation creates material risk to P3 Audit, Customers or third parties.

Where reasonably practicable, P3 Audit will provide notice and an opportunity to remedy the issue before termination.

76. Termination for Business Reasons

P3 Audit may discontinue particular Services where:

- technology becomes obsolete;
- third-party dependencies become unavailable;

- regulatory requirements change;
- maintaining the Service becomes commercially impractical;
- security considerations require retirement; or
- P3 Audit restructures its product portfolio.

Where a paid Customer is materially affected, P3 Audit will provide reasonable notice and, where appropriate, commercially reasonable alternatives.

77. Effect of Termination

Upon termination or expiry:

- access rights granted under these Terms end;
 - Customers must cease using the affected Services;
 - outstanding fees become immediately payable where applicable;
 - each party must return or delete confidential information belonging to the other party, subject to legal retention requirements;
 - Customer Data handling will continue in accordance with the Privacy Policy; and
 - accrued rights and obligations remain unaffected.
-

78. Customer Data After Termination

Following termination, Customers may request export of Customer Data where such functionality is available.

P3 Audit may retain Customer Data for a limited period where reasonably necessary for:

- legal compliance;
- regulatory obligations;
- dispute resolution;
- security investigations;
- backup retention cycles;
- financial record keeping; or
- legitimate business continuity purposes.

After applicable retention periods expire, Customer Data will be securely deleted or anonymised.

79. Survival

The following provisions survive termination:

- Customer Data ownership;
- Intellectual Property Rights;
- Confidentiality;
- Privacy obligations;
- Payment obligations;
- Liability limitations;
- Indemnities;
- Dispute resolution provisions;
- Governing law; and
- Any provision which by its nature should survive termination.

80. Confidentiality After Termination

Each party shall continue protecting the other's Confidential Information after termination.

Confidential Information shall only be used:

- for legitimate purposes connected with the former relationship;
- to comply with legal obligations;
- to enforce contractual rights; or
- where disclosure is authorised under these Terms.

81. Force Majeure

Neither party shall be liable for delay or failure to perform obligations where caused by circumstances beyond its reasonable control.

Such circumstances may include:

natural disasters;
war;
terrorism;
civil unrest;
government actions;
regulatory changes;
internet failures;

telecommunications failures;
widespread cybersecurity incidents;
supplier failures;
labour disputes; or
other events outside reasonable control.

The affected party shall:

- notify the other party where reasonably practicable;
- take reasonable steps to minimise impact; and
- resume performance when reasonably possible.

Force majeure does not excuse payment obligations already due.

82. Assignment

Neither party may assign, transfer or novate its rights or obligations under these Terms without the prior written consent of the other party, except:

- P3 Audit may transfer these Terms as part of a merger, acquisition, corporate restructuring or sale of substantially all of its assets; and
 - Customers may transfer rights within their corporate group where such transfer does not increase obligations or risk to P3 Audit.
-

83. Subcontractors

P3 Audit may use trusted subcontractors and service providers to deliver aspects of the Services.

P3 Audit remains responsible for its obligations under these Terms.

Where subcontractors process Personal Data, such processing will be governed by applicable data protection requirements.

84. Notices

Formal notices under these Terms must be provided in writing.

Notices may be delivered by:

- email;
- registered post;
- recognised courier service; or
- other agreed electronic communication methods.

Notices are deemed received:

- when successfully transmitted by email, unless a delivery failure notice is received;
 - on confirmed delivery by courier; or
 - three business days after posting.
-

85. Entire Agreement

These Terms, together with:

- applicable Order Forms;
- Enterprise Agreements;
- Privacy Policy;
- Data Processing Addendum;
- Acceptable Use Policy; and
- other expressly incorporated documents,

constitute the entire agreement between the parties relating to the Services.

They replace all previous discussions, representations and agreements relating to the same subject matter.

Nothing in this clause excludes liability for fraudulent misrepresentation.

86. Order of Precedence

Where documents forming part of the agreement conflict, the following order applies:

- Enterprise Agreement or negotiated contract;
- Order Form;
- Data Processing Addendum;
- these Terms of Service;
- published policies.

Only the conflicting provision shall be affected.

87. Waiver

A failure or delay by either party to exercise any right under these Terms does not constitute a waiver of that right.

Any waiver must be:

- expressly provided;
- in writing; and
- limited to the specific circumstance for which it is given.

88. Severability

If any provision of these Terms is found unlawful, invalid or unenforceable:

- that provision shall be modified to the minimum extent necessary;
- the remaining provisions remain effective; and
- the parties will seek to replace the affected provision with one that achieves the intended commercial purpose.

89. Relationship Between the Parties

The parties are independent contractors.

Nothing in these Terms creates:

- a partnership;
- agency relationship;
- employment relationship;
- fiduciary relationship; or
- joint venture.

Neither party has authority to bind the other unless expressly agreed.

90. Third-Party Rights

Unless expressly stated otherwise, a person who is not a party to these Terms has no right to enforce any provision under the Contracts (Rights of Third Parties) Act 1999.

This does not affect rights expressly granted to permitted successors or assigns.

91. Governing Law

These Terms and any dispute arising from them shall be governed by the laws of England and Wales.

The parties agree that the courts of England and Wales shall have exclusive jurisdiction over disputes arising from or connected with these Terms.

92. International Use

Resolut may be accessed internationally.

Customers are responsible for ensuring that their use of the Services complies with local laws applicable to them.

P3 Audit does not represent that the Services are appropriate or available in every jurisdiction.

93. Changes to the Legal Framework

P3 Audit may update these Terms and related policies from time to time.

Updates may reflect:

- legal changes;
- regulatory developments;
- security improvements;
- new functionality;
- operational requirements; or
- evolving industry standards.

Material changes will be communicated through appropriate channels.

94. Contact Information

Questions regarding these Terms should be directed to:

P3 Audit Limited

Legal Department

Email: legal@p3audit.com

Registered Office:

71-75 Shelton Street, Covent Garden, London, WC2 9JQ, United Kingdom

Company Registration Number:

End of Resolut™ Terms of Service

Version 2.0 (Draft for Legal Review)
