

DISCLAIMER FOR THE USE OF THE P11D ORGANISER EVALUATION VERSION:-

This Evaluation Solution Disclaimer (“Disclaimer”) is issued by **Personal Audit Systems Ltd** (“the Company”) and applies to all individuals and organisations (“the Evaluator”) accessing or using the Company’s software for evaluation, testing, or proof-of-concept purposes (“Evaluation Solution”).

By installing, accessing, or using the Evaluation Solution, the Evaluator acknowledges and agrees to the following terms:

1. **Purpose of Use**

The Evaluation Solution is provided exclusively for non-production evaluation and testing. It is not intended for deployment in live operational environments or for processing real-world organisational or personal data.

2. **Prohibition on Processing Personal Data (GDPR Articles 5 & 32)**

The Evaluator must **not** upload, enter, transfer, or process any personal data, whether directly or indirectly identifiable, within the Evaluation Solution. Only anonymised, synthetic, or fictional data sets may be used for evaluation. The environment is **not designed or warranted** to satisfy the technical or organisational measures required for GDPR-compliant personal data processing.

3. **No Data Controller or Processor Relationship (GDPR Articles 4 & 28)** For the duration of the evaluation period:

- Personal Audit Systems Ltd does **not** act as a Data Controller, Data Processor, or Joint Controller.
- No Data Processing Agreement (DPA) is established or implied. ○ The Evaluator remains solely responsible for ensuring that no personal data is introduced into the Evaluation Solution.

4. **Security and Limitations (GDPR Article 32)**

The Evaluation Solution is provided “as is” without representations or warranties relating to data security, encryption, data residency, breach notification, incident handling, or GDPR compliance.

The Company does not guarantee that the Evaluation Solution meets full GDPR technical and organisational requirements.

5. **Data Retention and Deletion (GDPR Article 5(1)(e))**

Any data entered into the Evaluation Solution may be deleted, altered, or rendered inaccessible without notice. No guarantees are made regarding data retention, storage, backup, or recoverability.

6. **Evaluator Responsibilities (GDPR Articles 5(2) & 24)** The Evaluator is solely responsible for:

- Ensuring compliance with GDPR and other applicable laws during the evaluation period.
- Preventing the introduction of personal or confidential data.
- Assessing whether the Evaluation Solution is suitable for their intended purposes before any production use. ○
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7. **Applicability of Full Compliance Commitments**

GDPR-compliant processing— including the execution of a Data Processing Agreement, assurance of security measures, data-subject rights procedures, and data retention controls— applies only to licensed, paid, and production-level deployments under separate executed agreements.

8. **Limitation of Liability**

To the fullest extent permitted by law, Personal Audit Systems Ltd disclaims all liability for any loss, misuse, unauthorised disclosure, or regulatory breach arising from the Evaluator’s use of the Evaluation Solution, especially where personal data is used contrary to this Disclaimer.

**By proceeding with the evaluation, the Evaluator confirms acceptance of this Disclaimer and agrees to comply with all obligations contained herein.**