

PageTiger Master Service Agreement

Last updated 14th October 2025.

1 DEFINITIONS AND INTERPRETATION

1.1 In this MSA:

"Account Owner" means the named individual to whom PageTiger provides the Services on behalf of the Customer;

"Additional Services" means extra services and additional bolt-on services provided from time to time;

"Business Hours" means between 09:00 and 17:00 GMT/BST on any week day, other than a bank or public holiday in England; or means between 09:00 and 17:00 CST on any week day, other than a day which is a Federal Holiday in the USA;

"Charges" means the amounts payable by You to PageTiger under or in relation to each Agreement;

"Confidential Information" means

(a) any information disclosed (whether disclosed in writing, orally or otherwise) by one party to the other party that is marked as "confidential", described as "confidential" or should have been understood by the receiving party at the time of disclosure to be confidential;

(b) the financial terms and conditions of this MSA and each Agreement; and

(c) Your Materials;

(d) either party's clients and suppliers, products and services, data, contracts, information created or provided in connection with the Services, and does not include information that is:

(iii) lawfully received by a party free of any obligation of confidentiality at the time of its disclosure, or

(iv) independently developed by a party without access to or use of confidential information;

"Customer" means the customer entity or person named on the Customer Order which may include a Customer Group Company and You;

"Customer Group Company/ies" means the Customer and its group companies worldwide, i.e. any entity that directly or indirectly controls the Customer or is controlled by, or is under common control of, the Customer (meaning the Customer, its subsidiaries and holding companies which form part of the group of companies to which the Customer belongs);

"Customer Order" means the document or online order form setting out the key terms for certain provision of the Services which upon signature or electronic signature by both parties becomes a part of, and subject to, this Master Services Agreement;

"Defect" means a defect, error or bug having a materially adverse effect on the appearance, operation or functionality of the Platform, but excluding any defect, error or bug caused by or arising as a result of:

(a) an act or omission of You, or an act or omission of one of Your employees, officers, agents, suppliers or sub-contractors; or

(b) an incompatibility between the Platform and any other system, application, program or software not specified as compatible in the Documentation;

"Documentation" means the documentation produced by PageTiger and made available, on the Platform or otherwise, to You specifying how the Platform and Services should be used;

"Extended Term" means each extended term (as applicable) in relation to each Customer Order following the process set out in Clause 2, until such time as the respective Agreement is terminated in accordance with Clause 12;

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of, or problems with, the internet or a part of the internet, hacker attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars, pandemics and epidemics);

for such rights (and the "intellectual property rights" referred to above include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"Minimum Term" means the minimum number of months/years of an initial Term on each Customer Order, currently 12 months unless otherwise specified;

"Named Users" means the number of named permitted users of the Platform for the Customer as detailed on each Customer Order and named and disclosed as per Clause 3.3;

"Permitted Purpose" means the use of the Platform by You to create and distribute interactive documents and digital media to be used and published in the course of Your business;

"Personal Data" has the meaning given to it in the Data Protection Act 2018 as modified, consolidated and/or replaced from time to time and including any subordinate legislation made under that statute or statutory provision;

"Platform" means the software platform known as PAGETIGER that is owned and operated by PageTiger available online at services.pagetiger.com, and that will be made available to You as a service via the internet under each Agreement;

"Schedule" means a schedule attached to this MSA;

"Services" means all the services provided or to be provided by PageTiger to You under each Agreement, including the Platform, Training and Professional Services and any Additional Services;

"Service Start Date" means the service start date as detailed on and for the respective Customer Order;

"Support Services" means support and maintenance services provided or to be provided by PageTiger to You in accordance with the Service Level Agreement set out in Schedule 1;

"Term" means the date from which each Agreement comes into force and continues for the Minimum Term and each Extended Term (as applicable) following the process set out in Clause 2, until such time as each Agreement is terminated in accordance with Clause 12;

purpose of fixing an error, bug or other issue in the Platform or enhancing the functionality of the Platform or the amendment or upgrading of the Service Descriptions set out at services.pagetiger.com.

"You" means the Customer specified above or in a Customer Order and **"Your"** shall be construed accordingly;

"Your Materials" all audio or audio-visual content, works and materials:

- (a) uploaded to, stored on, created on, processed using or transmitted via the Platform by or on behalf of You or Customer Group Companies or by any person or application or automated system using Your account;
- (b) otherwise provided by You and/or by Customer Group Companies to PageTiger in connection with an Agreement and
- (c) otherwise obtained by PageTiger from Your publicly available website or any other publicly available source either under or held out as being under Your control;

1.2 The Clause headings do not affect the interpretation of this MSA.

1.3 Any undefined capitalised terms in this agreement shall have the definition set out in each Customer Order.

1.4 In the event of any inconsistency between the provisions of a Customer Order and the Master Services Agreement, this MSA shall prevail for the purpose of the relevant Agreement.

2 AGREEMENT AND TERM

2.1 The Master Services Agreement shall be binding upon the parties once You and PageTiger have both signed the Master Services Agreement. Signature may be via wet ink/paper, electronic means or via an acceptance button and scrolling of our MSA terms and a Customer Order.

2.2 The parties shall agree and sign a Customer Order for each separate supply of Services including for any new Services.

2.3 Each Customer Order shall be signed by the parties and shall form part of the respective Agreement. Each Customer Order(s) together with the MSA is/are a separate Agreement.

2.5 Each Customer Order (and Agreement) will continue in force for the Minimum Term as specified in the Customer Order. The Minimum Term shall automatically renew for a further twelve (12) months on the anniversary of the Service Start Date (an "Extended Term"), unless terminated earlier in accordance with Clause 12.

2.6 Where this MSA replaces an older Customer Order form or older version of the master services agreement, Your click to accept or signature to accept this MSA will replace and revise any previous terms and conditions between us. All subsequent and ongoing Customer Orders will incorporate and be replaced by these revised MSA terms.

2.7 If a Customer Order is via a Customer Group Company the terms of this MSA will be incorporated and Customer/You/Your will be read as the respective Customer Group Company with respect to the respective Agreement terms and replaced throughout mutatis mutandis.

3 THE PLATFORM

3.1 PageTiger will make the Platform and Services available to You by setting up a PageTiger Account for You on the Platform and providing to You login details for that account as soon as practicable following the Service Start Date for the number of Named Users detailed in the respective Customer Order. Your duties are set out in the Documentation and this Agreement and you will procure all of Your Named Users comply with the same.

3.2 Subject to the limitations set out in Clause 3.3 and the prohibitions set out in Clause 3.4, PageTiger hereby grants to You and your Named Users a non-exclusive license to use the Platform for the Permitted Purpose via any standard web browser in accordance with the Documentation during the Minimum Term and any Extended Term.

3.3 The license granted by PageTiger to You under Clause 3.2 is subject to the following limitations: (a) the Platform may only be used by the number of and Named Users identified to PageTiger, provided that You may change, add or remove a designated Named User in accordance with the processes set out in the Documentation; (b) the number of Named User set up on the Platform must not be at any point in time more than the number of permitted Named Users specified in the respective Customer Order; (c) the Platform may only be used by the officers, partners, members, employees, agents and subcontractors of You; (d) You and each Named User must comply at all times with the terms of the Acceptable Use Policy set out in Schedule 2, and must ensure that all Named Users and other permitted users (if any) of the Platform agree to and comply with the terms of that Acceptable Use Policy.

3.4 Except to the extent mandated by applicable law or expressly permitted in the respective Agreement, the licence granted by PageTiger to You under this Clause 3 is

(b) You must not frame or otherwise re-publish or re-distribute the Platform;

(c) You must not alter or adapt or edit the Platform save as expressly permitted by the Documentation and

(d) You have no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to any software provided as a service via the Platform in whole or in part.

3.5 For the avoidance of doubt, You have no right to access the object code or source code of the Platform and/or the Platform software, either during or after the Term.

3.6 All Intellectual Property Rights in the Platform shall, as between the parties, be the exclusive property of and owned by PageTiger.

3.7 You shall use all reasonable endeavours to ensure that no unauthorised person will or could access the Platform using Your account.

3.8 You must not use the Platform in any way that causes, or may cause, damage to the Platform or impairment of the availability or accessibility of the Platform, or any of the areas of, or Services on the Platform.

3.9 You must not use the Platform:

(a) in any way that is unlawful, illegal, fraudulent or harmful; or

(b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

3.10 You shall use all reasonable endeavours to ensure that all Named Users are aware of their obligations in relation to using the Platform and shall remain responsible for the actions of any Named Users provided with access to the Platform by You.

4 SUPPORT SERVICES AND UPGRADES

4.1 During the Term PageTiger will provide the Support Services to You, and may apply Upgrades to the Platform, in accordance with the service level agreement set out in Schedule 1.

5 YOUR MATERIALS

5.1 You grant to PageTiger during the Term a non-exclusive license to store, copy and otherwise use Your Materials on the Platform for the purposes of operating the Platform,

between the parties, Your property.

5.3 You warrant and represent to PageTiger that Your Materials, and their use by PageTiger in accordance with the terms of this MSA, will not:

- (a) breach any laws, statutes, regulations or legally binding codes;
- (b) infringe any person's Intellectual Property Rights or other legal rights; or
- (c) give rise to any cause of action against PageTiger or You or any third party.

5.4 Where PageTiger reasonably suspects that there has been a breach by You of the provisions of this Clause 5, PageTiger may: (a) delete or amend the relevant Your Materials; and/or (b) suspend any or all of the Services and/or Your access to the Platform while it investigates the matter.

5.5 Any breach by You of this Clause 5 will be deemed to be a material breach of this MSA and the Agreements for the purposes of Clause 12.

5.6 PageTiger shall ensure that Your Materials stored and processed by the Platform are stored separately from, and are not co-mingled with, the materials of other customers of PageTiger.

6 CHARGES

6.1 PageTiger will issue invoices for the Charges to You prior to the Service Start Date, payable annually in advance and annually thereafter on the anniversary of the Service Start Date.

6.2 PageTiger will issue invoices for Additional Services and any Training and Professional Services not included in the Charges at the time such Services are agreed or as detailed in the respective Customer Order.

6.3 You will pay the Charges to PageTiger within 30 days of the date of issue of any invoice issued in accordance with this Clause 6.

6.4 All Charges stated in or in relation to the respective Agreement are stated exclusive of VAT, tariffs or other sales tax (where applicable) ("Sales Tax"), unless the context requires otherwise. Sales Tax will be payable by You to PageTiger in addition to the principal amounts.

6.5 If You do not pay any amount properly due to PageTiger under or in connection with the respective Agreement, PageTiger may: (a) charge You interest on the overdue amount

6.6 PageTiger may vary the Charges at the end of the Minimum Term and on and from any anniversary of the Service Start Date by giving to You not less than 30 days' written notice of the variation.

6.7 PageTiger may suspend access to the Platform and the provision of the Services if any amounts due to be paid by You to PageTiger under any Agreement are overdue by more than 14 days.

6.8 You shall make all payments under this Agreement without withholding or deduction of, or in respect of, any tax unless required by law. If any such withholding or deduction is required, You shall, when making the payment to which the withholding or deduction relates, pay to PageTiger such additional amount as will ensure that PageTiger receives the same total amount that it would have received if no such withholding or deduction had been required.

6.9 PageTiger may increase Charges annually upon notice to You to allow for inflation.

7 WARRANTIES

7.1 You warrant and represent to PageTiger that You and each Customer Group Company (as applicable) have the legal right and authority to enter into and perform Your obligations under this MSA and each Agreement.

7.2 PageTiger warrants and represents to You that:

(a) it has the legal right and authority to enter into and perform its obligations under this MSA and each Agreement;

(b) it will perform its obligations under each Agreement with reasonable care and skill;

(c) the Platform will perform substantially in accordance with the Documentation (subject to any Upgrades);

(d) the Platform will be hosted in accordance with the Documentation and for the number of Named Users as set out in the Customer Order, and will be available to You in accordance with the uptime commitments given in Schedule 1;

(e) the Platform (excluding Your Materials) will not:

(i) breach any laws, statutes, regulations or legally-binding codes;

(ii) infringe any person's Intellectual Property Rights or other legal rights; or

(f) it will use industry standard processes and procedures to use reasonable endeavours to ensure that the Platform is free from viruses and other malicious software programs.

7.3 You acknowledge that:

(a) complex software is never wholly free from Defects, errors and bugs, and PageTiger gives no warranty or representation that the Platform will be wholly free from such Defects, errors and bugs; and

(b) PageTiger does not warrant or represent that the Platform will be compatible with any application, program or software not specifically identified as compatible.

7.4 All of the parties' warranties and representations in respect of the subject matter of each Agreement are expressly set out in the terms of this MSA. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of each or any Agreement will be implied into an Agreement.

8 INDEMNITIES

8.1 You will indemnify and will keep indemnified PageTiger against all liabilities, damages, losses, costs and expenses (including legal expenses and amounts paid upon legal advice in settlement of any disputes) suffered or incurred by PageTiger and arising as a result of any breach by You of Clause 5.3.

8.2 Subject to clause 9.5, PageTiger will indemnify and will keep indemnified You against all liabilities, damages, losses, costs and expenses (including legal expenses and amounts paid upon legal advice in settlement of any disputes) suffered or incurred by You and arising as a result of any breach by PageTiger of Clause 7.2(e) (i) and (ii).

9 LIMITATIONS AND EXCLUSIONS OF LIABILITY

9.1 Nothing in this MSA will:

(a) limit or exclude the liability of a party for death or personal injury resulting from negligence;

(b) limit or exclude the liability of a party for fraud or fraudulent misrepresentation by that party;

(c) limit any liability of a party in any way that is not permitted under applicable law; or

(a) are subject to Clause 9.1;

(b) govern all liabilities arising under this MSA and all Agreements or any collateral contract or in relation to the subject matter of the Agreements or any collateral contract, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

9.3 Neither party will be liable in respect of any loss of profits, income, revenue, use, production or anticipated savings; loss of business, contracts or commercial opportunities; loss of or damage to goodwill or reputation; loss or corruption of any content, data, database or software; or any special, indirect or consequential loss or damage.

9.4 Neither party will be liable for any losses arising out of a Force Majeure Event.

9.5 PageTiger's liability will be limited to £1,000,000 in respect of breaches of Clause 7.2 e (ii) and/or 11. PageTiger's liability in relation to any event or series of related events affecting one or more Agreement and/or this MSA, will not exceed the total amount paid and payable by You and any Customer Group Companies to PageTiger under the Agreements during the 12 month period immediately preceding the event or events giving rise to the claim (timing starting with the first event related to the claims).

9.6 Your liability will be limited to £1,000,000 in respect of breaches of Clauses 3, 5, 10 and/or 11. Otherwise, Your liability will be capped to the total amount paid and payable by You to PageTiger under the affected Agreement during the 12 month period immediately preceding the event or events giving rise to the claim (timing starting with the first event related to the claims).

10 DATA PROTECTION

10.1 You warrant that You have the legal right to disclose all Personal Data that You disclose to PageTiger under or in connection with the Agreement(s).

10.2 PageTiger does not generally require any personal data in order to perform the Services, except for contact details (e.g. name and email address for Your personnel to whom the Services are delivered). Except where PageTiger specifically requests and consents to receive it, You agree not to send PageTiger any personal data and will use reasonable endeavours to procure that third parties do not send personal data to PageTiger on Your behalf. If PageTiger does receive personal data, the parties agree to enter into an appropriate data processing agreement to govern the processing of the same.

11 CONFIDENTIALITY

11.1 Each party will: (a) keep confidential and not disclose Confidential Information to any person save as expressly permitted by this Clause 11; (b) protect Confidential Information against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care;

11.2 Confidential Information may be disclosed by a Party to its officers, employees, agents, insurers and professional advisers, provided that the recipient is bound in writing to maintain the confidentiality of Confidential Information disclosed.

12 TERMINATION

12.1 Each Customer Order will continue in force for the Term unless terminated in accordance with this clause 12.

12.2 Either party may terminate this MSA and all Agreements immediately by giving written notice to the other party if the other party commits any material breach of any term of an Agreement or this MSA, and:

- (i) the breach is not remediable; or

- (ii) the breach is remediable, but the other party fails to remedy the breach within 30 days of receipt of a written notice requiring it to do so from the other party.

12.3 Either party may terminate this MSA and all Agreements immediately by giving written notice to the other party if:

- (a) the other party:

- (i) is dissolved;

- (ii) ceases to conduct all (or substantially all) of its business;

- (iii) is or becomes unable to pay its debts as they fall due;

- (iv) is or becomes insolvent or is declared insolvent; or

- (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;

a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under this MSA and all Agreements); or

(d) (where that other party is an individual) that other party dies, or as a result of illness or incapacity becomes incapable of managing his or her own affairs, or is the subject of a bankruptcy petition or order.

12.4 Either party may terminate the Services under an individual Agreement by giving at least 30 days' written notice of termination of the respective Agreement to the other party, expiring at the end of the respective Minimum Term or any Extended Term. To be effective, termination by You must be via PageTiger's termination form at <https://www.pagetiger.com/cancellation-request>. Failure to use the termination form will result in the renewal and extension of the Term being deemed valid, and the respective Agreement will continue under the applicable terms for the Extended Term.

12.5 You may reduce the number of Named Users under an individual Agreement by giving at least 30 days' written notice prior to the end of the respective Minimum Term or any Extended Term. To be effective, this reduction of number of Named Users must be via PageTiger's termination form at <https://www.pagetiger.com/cancellation-request>. Failure to use the PageTiger online form will result in the renewal and extension of the Term being deemed valid for the then current number of Named Users, and the respective Agreement will continue under the applicable terms for the Extended Term. If PageTiger receives a valid notice via its form, it will reduce the numbers of Named Users and the respective Agreement will otherwise continue with PageTiger notifying You of any reduction in the Charges for the reduced number of Named Users.

12.6 PageTiger may terminate this MSA and some or all Agreements immediately by giving written notice of termination to You where You fail to pay to PageTiger any amount due to be paid under any Agreement by the due date.

13 EFFECTS OF TERMINATION

13.1 Upon termination of the MSA and any and all Agreements, all the provisions of this MSA will cease to have effect, save that the following provisions of this MSA will survive and continue to have effect (in accordance with their terms or otherwise indefinitely): Clauses 1, 6.5, 8, 9, 10, 11, 13, and 16.

13.2 Termination of this MSA and any Agreements will not affect either party's accrued liabilities or rights as at the date of termination.

13.3 Subject to Clause 13.4, within 90 days following the termination of this MSA and any Agreements, PageTiger will irrevocably delete from the Platform all of Your Materials.

rule enforceable against PageTiger;

(b) the document in question is a letter, fax, email, order confirmation, invoice, receipt or similar document addressed to PageTiger; and/or

(c) for a reasonable time as a record of Services provided.

14 NOTICES

14.1 Except for the required online cancellation forms in clauses 12.4 and 12.5, any notice given under this MSA must be in writing (whether or not described as "written notice" in this MSA) and must be delivered personally, sent by recorded signed-for post, or sent by email, for the attention of the relevant person, and to the relevant address or email address provided in the Customer Order.

14.2 A notice will be deemed to have been received at the relevant time set out below (or where such time is not within Business Hours, when Business Hours next begin after the relevant time set out below):

(a) where the notice is delivered personally, at the time of delivery;

(b) where the notice is sent by recorded signed-for post, 48 hours after posting; and

(c) where the notice is sent by email, at the time of the transmission (providing the sending party retains written evidence of the transmission and has not received a delivery failure report).

15 FORCE MAJEURE EVENT

15.1 Neither You nor PageTiger shall be liable for any delay in performing our respective duties under an Agreement caused by a Force Majeure Event. Where a Force Majeure Event occurs, the affected party shall notify the other party without undue delay and shall implement any appropriate disaster recovery and business continuity plans.

16 GENERAL

16.1 No delay, neglect or forbearance by either party in enforcing their rights under this MSA shall be a waiver of or prejudice those rights.

16.2 If any part of this MSA is held unlawful or unenforceable, that part shall be struck out and the remainder of this MSA shall remain in effect.

16.4 The MSA and any Agreement may not be varied except by a written document signed by or on behalf of each of the parties.

16.5 You may not, without PageTiger's prior written consent assign, transfer, charge, license or otherwise dispose of or deal in this MSA and/or any Agreement or any contractual rights or obligations under this MSA and/or any Agreement. PageTiger may at any time sub-license, assign, novate, charge or deal in any other manner with any or all of its rights and obligations under this Agreement, provided it gives written notice to You.

16.6 This MSA and each Agreement is made for the benefit of the parties, and hereby excludes to the fullest extent permitted by law, any rights of third parties to enforce or rely upon any of the provisions of this MSA and any Agreement.

16.7 Subject to Clause 9.1:

(a) this MSA, each Agreement and the Acceptable Use Policy, referred to in herein, constitutes the entire agreement between the parties in relation to the subject matter of each Agreement, and supersedes all previous agreements, arrangements and understandings between the parties in respect of that subject matter; and

(b) neither party will have any remedy in respect of any misrepresentation (whether written or oral) made to it upon which it relied in entering into the respective Agreement and this MSA.

16.8 Unless amended in accordance with clause 16.9 below, this MSA shall be governed by and construed in accordance with English law, and the Parties agree to submit to the exclusive jurisdiction of the English courts to adjudicate any dispute arising under or in connection with this MSA and each Agreement its subject matter or formation (including non-contractual disputes or claims) without, where appropriate, reference to any conflicts of law principle that would apply the substantive laws of another jurisdiction.

16.9 If the Governing Law set out in the Customer Order is stated to be under Delaware state law or otherwise, the particular Customer Order and interpretation of the Master Services Agreement in relation to that particular Customer Order shall be amended and governed by and construed in accordance with the Governing Law set out in the Customer Order and the parties agree to submit to the exclusive jurisdiction of the courts of the country and/or state related to the chosen Governing Law to adjudicate any dispute arising under or in connection with this MSA, each Agreement its subject matter or formation (including non-contractual disputes or claims) without, where appropriate, reference to any conflicts of law principle that would apply the substantive laws of another jurisdiction.

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