MASTER AGREEMENT

General Conditions

Issued by Datazero Ltd trading as NumberGroup. Forms part of the NumberGroup Agreement.

EFFECTIVE **1 November 2026**	VERSION **1.0**
ISSUER **Datazero Ltd (Co. No. 07390438)**	REGISTERED OFFICE **International House, 36-38 Cornhill, London EC3V 3NG**
CONTACT **help@numbergroup.com · 0800 310 1010**	ONLINE COPY **numbergroup.com/terms**

General Conditions

1. About these Conditions

1.1 NumberGroup is a trading name of **Datazero Ltd**, registered in England and Wales (company number 07390438), registered office International House, 36-38 Cornhill, London EC3V 3NG. References to "NumberGroup", "we", "us", "our" mean Datazero Ltd trading as NumberGroup. References to "you", "your", "Customer" mean the business that orders or uses our services.

1.2 Your full agreement with us is made up of, in order of precedence (higher beats lower):

- the Order — what you bought and the price you accepted;
- the relevant product Schedule (Memorable Numbers, Membership);
- the Acceptable Use Policy;
- these General Conditions;
- our published call rates and tariffs.

All documents are at numbergroup.com/terms.

1.3 We've written these Conditions in plain English. If anything is unclear, email help@numbergroup.com and we'll explain.

2. Commencement and Term

2.1 The agreement starts when you complete checkout, when we accept your Membership application in writing, or when you start using a service, whichever is first.

2.2 Term depends on the product:

- **Memorable Number Purchase** — completes on delivery of the number and Certificate of Ownership.
- **Membership** — rolls monthly until you or we end it. No minimum term, no notice period beyond clause 9.

3. The Services

3.1 We provide UK telephone numbers, call routing and delivery, the platform features that go with them (IVR, hunt groups, call recording, voicemail-to-email, time-of-day routing, etc.), hardware and softphone at our supplier cost where you order them, and support from our team during UK business hours.

3.2 We are responsible for our network and routing up to the point where calls reach your equipment, PBX, or the public network. We are not responsible for issues caused by your equipment, software, internet, or PBX; third-party networks (our upstream carrier, destination carriers); power failures at your site; or force majeure.

3.3 We aim to operate a reliable network to industry standards. We do not warrant continuous availability, freedom from errors, specific call quality, or response times except where we expressly do so in a Schedule.

3.4 We may change technical configuration, features, or suppliers. Where a change is likely to have material impact on you, we give at least 30 days' notice.

4. Numbers and Porting

4.1 Numbers we allocate as part of a service (i.e. not Memorable Numbers you have purchased outright) are provided as part of that service and may need to be withdrawn or changed where required by Ofcom — we will give as much notice as practicable.

4.2 **Memorable Numbers** purchased through the marketplace are digital assets owned by you and are governed by the Memorable Number Purchase Schedule.

4.3 We port your existing UK numbers in from your previous provider free of charge. Lead times are typically 5-10 UK working days for standard numbers; memorable and complex ports may take longer. We're not liable for delays caused by your previous provider or the regulated porting process.

4.4 **Porting out.** You may port out at any time. We will not block or delay a port-out for any legitimate reason.

Port-out is free for every number, with no admin fee — Memorable Numbers you have purchased outright, standard UK numbers (01/02/03/0800/0808) provided as part of Membership, and numbers you ported in to us. Memorable Numbers are your digital asset, owned outright under the Memorable Number Purchase Schedule.

4.5 **Range holder.** Standard numbers we provide as part of Membership are licensed to you for use during your Membership; ownership of the underlying number remains with NumberGroup as the Ofcom range holder.

4.6 **Use, not ownership.** Standard UK numbers provided as part of Membership grant you the right to use the number while you are a Member. They are not transferred to you as a digital asset. This is consistent with Ofcom's General Conditions for non-geographic and geographic number allocation.

4.7 Where you hold a non-Memorable number and have not used it for 6 continuous months, we may recall it on 30 days' notice. This does not apply to Memorable Numbers.

5. Your Obligations

5.1 You agree to: use our services lawfully and in line with our AUP; provide accurate information and tell us promptly if it changes; pay on time; take responsibility for security of your equipment, credentials, and systems; not resell our services to third parties without our written agreement; cooperate reasonably with us on regulatory and fraud matters.

5.2 If you expect a significant increase in call volume (a marketing campaign, for example), let us know at least 5 working days in advance.

5.3 **Emergency Calls.** Voice over IP depends on power and internet. If either fails, calls to 999/112 won't work. You must tell your staff this, keep address information on your account accurate so emergency services can locate the caller, and maintain an alternative way to contact emergency services (a mobile, for example). We accept no liability for inability to reach emergency services where the cause is outside our reasonable control.

6. Security and Passwords

6.1 You are responsible for the security of any equipment you use with the service (PBX, SIP phones, routers), any login credentials we issue you, and your own systems.

6.2 Keep passwords confidential and change them regularly. Apply security updates promptly. Restrict access to PBX and SIP credentials to people who need them. Maintain a current authorised-user list where the service is licensed per seat.

6.3 If you become aware of any actual or suspected security breach, theft, fraud, or unauthorised use, contact us immediately on 0800 310 1010.

6.4 You remain liable for all charges incurred on your account, including from fraudulent calls placed using your equipment or credentials, whether by you, your staff, or by an unauthorised third party. This is the standard position for UK telecoms — almost all telecom fraud begins with compromised customer-side credentials.

6.5 We may monitor traffic for indicators of fraud and may, at our discretion, contact you, place temporary call restrictions, or suspend service until we can verify activity is legitimate. This is a goodwill measure, not a fraud prevention guarantee.

7. Charges and Payment

7.1 What you pay: **Memorable Number Purchase** — single payment at checkout. **Membership** — £149 + VAT monthly fee in advance, plus supplier-cost call charges, hardware, and softphone seats as detailed in the Membership Schedule.

7.2 All prices exclude VAT, which is added at the prevailing rate.

7.3 We bill electronically by email.

7.4 Membership fees and call charges are collected by Direct Debit. Memorable Number purchases are paid by card via Stripe.

7.5 **Credit checks, credit limits, and security deposits.** Because we incur supplier-side call charges on your behalf, we may (a) carry out a credit check at signup and during the Term where there's a material change in your financial position or late payment; (b) set a credit limit sized to expected monthly spend; (c) require a refundable security deposit before activating Membership, particularly where we have limited credit history with you or where your business is newly established; (d) review credit limits and deposit amounts based on actual usage and payment history. We will tell you in writing if we impose a credit limit or require a deposit. Deposits are refundable on account closure, net of any final balance.

7.6 If you exceed your credit limit, we may require immediate payment of the excess, ask for an additional deposit, or suspend outbound calls or specific destinations until the position is regularised. We tell you before we act where practicable.

7.7 **Late payment.** If a Direct Debit is rejected or a payment is late, we retry once after 7 days and contact you. If we still haven't been able to collect within 14 days of the original due date, a **late payment admin fee of £30** applies to your account. If payment is not received within 21 days of the original due date, we may suspend service.

7.8 **If you genuinely can't pay or need help, talk to us.** We will discuss pausing billing, agreeing a payment plan, or suspending the account temporarily. We would rather help you stay a Member than chase what's owed.

7.9 **We never pursue bad debts through bailiffs, debt collectors, or county court action.** Where an account remains in arrears after suspension and reasonable contact attempts, we close it. Closure does not waive your liability for charges incurred — it simply means we have chosen not to enforce them. The unpaid balance is recorded with us, but we will not transfer it to a debt collection agency or pursue legal recovery.

7.10 If you dispute a charge, tell us in writing within 30 days of the invoice and pay any undisputed amount. We respond within 10 working days. Credit for genuine errors can go back up to 6 months.

7.11 **Call rate changes.** Outbound call rates and 0800 inbound rates are passed through at our supplier's published rates. If our supplier publishes a rate change we pass it through on the date it takes effect. We give at least 30 days' notice of supplier rate changes we are aware of. Where our supplier itself gives us less notice, we pass through with whatever notice we received.

7.12 **Membership fee changes.** We may change the £149 monthly fee. We give at least twelve months' notice by email. If you do not wish to continue at the new fee, you may end your Membership before the change takes effect at no charge.

8. Suspension

8.1 We may suspend all or part of your service if: you are in material breach; payment is overdue; you exceed a credit limit and don't regularise; we reasonably believe your account is compromised; Ofcom, law, or other competent authority requires it; our upstream supplier withdraws the underlying service.

8.2 We give reasonable notice of suspension where practical. Fraud, security compromise, or regulatory direction may mean immediate suspension.

8.3 Once the cause is resolved we reactivate promptly. You remain liable for Membership fees during suspension caused by your breach or equipment compromise.

9. Ending the Agreement

9.1 You may end Membership at any time by emailing help@numbergroup.com. No minimum term, no notice period, no exit fee. You're billed pro-rata to the date you stop.

9.2 On ending, you may port your numbers to another UK provider (free, no delay) or, for Memorable Numbers you own outright, ask us to release them under a different routing arrangement.

9.3 We may end the Agreement on 30 days' notice if we genuinely need to (exiting a market, upstream supplier withdraws).

9.4 We may end immediately if: you commit a material breach we ask you to remedy and you don't within 14 days; you become insolvent, enter administration, or stop trading; we reasonably suspect fraud; Ofcom requires it; you materially breach the AUP.

9.5 On ending: unpaid invoices become immediately due; you must port out or instruct on disposition of numbers; deposit balance is refunded net of final amounts; clauses that by nature should continue (liability, confidentiality, data protection, IP, governing law) continue.

10. Liability

10.1 Nothing excludes our liability for death or personal injury caused by our negligence, fraud, or any other liability that cannot lawfully be excluded.

10.2 We accept no liability for issues caused by: upstream networks (our upstream carrier, destination carriers); Ofcom or regulatory action; your equipment, software, internet, or power; force majeure (acts of God, war, natural disaster, epidemic, government action, industrial dispute, cyber-attack on a scale beyond reasonable control).

10.3 Where a sustained fault directly attributable to NumberGroup prevents the service from operating for more than 24 continuous hours during UK business hours, your sole remedy is a service credit equivalent to the pro-rata Membership fee for the affected period. For Memorable Number Purchases the equivalent remedy is set out in that Schedule.

10.4 We are not liable, in contract, tort, statute, or otherwise, for indirect, consequential, or special losses including loss of business, profit, revenue, goodwill, anticipated savings, missed calls, missed sales opportunities, reputational harm, or loss/corruption of data.

10.5 Subject to 10.1, our total aggregate liability to you in any 12-month period in connection with this Agreement is limited to **the total fees paid by you to us in the preceding 12 months**.

10.6 You acknowledge these limits are reasonable in the context of a flat-fee at-cost telecom service and a low-cost one-off marketplace purchase, and reflect the allocation of risk. Without them we could not offer the service at the price we do.

11. Data Protection

11.1 For data we collect from you to provide the service (your contact, billing, payment details), we are the **controller**. For customer call recordings, transcripts, AI output and data extracted from calls (including through transcribed, Call IQ and MCP/API access), caller SMS and recording-link features you enable through the service, you are the **controller** and we are your **processor**, except where clause 11.2 applies.

11.2 **Voice fingerprints.** On numbers where our AI call-intelligence services are enabled, we create voice fingerprints from calls to recognise repeat callers who withhold their number and to help detect nuisance, abusive and fraudulent calls. Datazero Ltd acts as **controller** for that biometric processing, as described in the Privacy Policy and our Appropriate Policy Document. It is not used for marketing or general profiling. Caller history is otherwise matched by telephone number. You must tell your callers and staff that calls may be analysed in this way (our Caller Notice Templates include wording).

11.3 Where we process on your behalf we will: process only on your instructions and these Conditions (including the Data Processing Addendum); implement appropriate technical and organisational measures; ensure staff and sub-processors are bound by confidentiality; help you respond to data subject and supervisory authority requests; notify you without undue delay of breaches affecting your data; on termination return or delete data at your direction (subject to legal retention).

11.4 **Sub-processors.** We use sub-processors to deliver the service. The current list, with the purpose, location and transfer safeguard for each, is published at numbergroup.com/terms/sub-processors. We will give you at least 30 days' notice of a new or replacement sub-processor, giving you reasonable time to object on data protection grounds, as set out in the Data Processing Addendum.

11.5 Our call-processing servers and databases are in a datacentre in the Isle of Man, which is covered by UK adequacy regulations. Where sub-processors process data elsewhere outside the UK, appropriate transfer mechanisms (UK adequacy, ICO IDTA, SCCs with the UK Addendum) are in place.

11.6 Default retention periods, including for call audio and data extracted from calls, are set out in the Data Processing Addendum and the Privacy Policy. Requests from individuals to access or delete their data are handled as described at numbergroup.com/privacy/data-requests.

11.7 Full Privacy Policy at numbergroup.com/privacy.

12. Intellectual Property

12.1 All IP in our network, platform, software, websites, documentation, and brand belongs to us or our licensors. We grant you a non-exclusive, non-transferable licence to use them solely to receive the service during the Term.

12.2 Third-party software (Luna softphone, for example) is also subject to that third party's licence terms.

12.3 You own, and retain all IP in, your data, recordings, transcripts, prompts, and content you create using our service. You grant us a licence to use it only to provide, secure and support the service and as set out in clause 12.4.

12.4 **De-identified learnings.** In providing the service we develop general knowledge about how calls work and how to analyse them well (for example rules, prompts, quality measures, patterns and model improvements). We may derive such learnings from processing your data to improve our services, provided they are de-identified and aggregated so that they do not identify, and cannot reasonably be used to identify, you or any individual, and contain no call content. All IP in those learnings, and in our models, software and methods improved by them, belongs to us and survives the end of the Agreement. The processing that produces them is covered by clause 10 of the Data Processing Addendum.

13. Confidentiality

13.1 Each party will keep confidential any non-public information about the other learned in the course of the Agreement, and use it only to perform the Agreement.

13.2 Exceptions: information that becomes public through no fault of the receiving party; was already known; was independently developed; is required to be disclosed by law or regulation.

13.3 Confidentiality survives 2 years after the end of the Agreement.

14. Complaints and Dispute Resolution

14.1 First step: contact us at help@numbergroup.com or 0800 310 1010.

14.2 Our Customer Complaints Code sets out how to raise a complaint, how we acknowledge and investigate, typical stage timings, how to escalate within NumberGroup, and your right to take a complaint to the Communications Ombudsman after 8 weeks.

14.3 If we cannot resolve within 8 weeks, or if we send you a "deadlock letter" sooner, you may take the complaint to the **Communications Ombudsman**, an independent, Ofcom-approved alternative dispute resolution scheme free to you to use:

- Website: www.commsombudsman.org
- Phone: 0330 440 1614
- Email: enquiries@commsombudsman.org

This is in addition to any other legal rights you may have.

14.4 **Small Business Customer protections.** Where you are a "Small Business Customer" as defined by Ofcom (a non-communications-provider business with no more than 10 employees, volunteers, or others working for it), you also benefit from specific Ofcom-mandated protections including use of the Communications Ombudsman, termination without charge where we propose changes likely to cause material detriment, and our obligation to provide a pre-contract summary of key terms. These are reflected in the relevant Schedules.

15. General

15.1 We may update these Conditions. Material changes — affecting your rights, obligations, or charges — get at least 30 days' notice by email and on numbergroup.com/terms. You may end at no charge in the notice period. Continued use after constitutes acceptance.

15.2 If any part is found unenforceable, the rest continues to apply.

15.3 The Contracts (Rights of Third Parties) Act 1999 does not apply. Nobody who isn't a party has rights under this Agreement.

15.4 You may not transfer the Agreement without our written consent (not unreasonably withheld). We may transfer it to a successor business on reasonable notice.

15.5 A failure to enforce isn't a waiver.

15.6 Notices to us: help@numbergroup.com or International House, 36-38 Cornhill, London EC3V 3NG. Notices to you: the email on your account.

15.7 Governed by the laws of England and Wales. Exclusive jurisdiction of the courts of England and Wales.

15.8 Any question, email help@numbergroup.com or call 0800 310 1010 (UK business hours).

Datazero Ltd, trading as **NumberGroup**. Registered in England and Wales, company number 07390438. Registered office: International House, 36-38 Cornhill, London EC3V 3NG. Member of the Communications Ombudsman alternative dispute resolution scheme.

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