Regulatory Compliance Statement

(Residential and Small Business Customers)

ATS Systems

A.C.N 867 380 959
A.B.N 24 867 380 959

How to contact us:

Phone 1300 927 066

Email customerservice@atssystems.com.au

Website www.atssystems.com.au

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Regulatory Compliance Statement

We're compliant with the C628:2019 Telecommunications Consumer Protections (TCP) Code ("TCP Code"), which applies to you if you meet one of the criteria below:

- You're an individual who acquires or may acquire a telecommunications product primarily for personal or domestic use (and not for resale).
- You're a business or non-profit organisation which acquires telecommunications services from us for business purposes other than for resale – and at the time of entering into a contract you;
    - Didn't have a chance to negotiate the terms of your contract with us; and
    - have or will have an annual spend with us of less than $40,000.

The telecommunications industry is a complex regulatory environment – but we're committed to keeping you informed about the nature of our service. If you need further information on anything contained below, please get in touch.

1. General

When we interact with you, we'll always aim to:

- Be open, honest and fair
- Protect your privacy
- Communicate with you in plain language.
- Provide accurate, relevant and current information.
- Communicate with you in a way that is appropriate to your communication needs including by allowing the appointment of Authorised Representatives and communicating through Advocates.
- Ensure Our Customer Terms are available for download from our website.
- Comply with all applicable laws, including but not limited to telecommunications, privacy, spam and consumer protection legislation, regulations and guidelines.
- Interact and communicate with you with respect and understanding – and we'll promote this through:
    - Culture: Our staff will know full well that rudeness to customers, and/or non-compliance with the TCP Code are not acceptable.
    - Disciplinary Action: We'll make sure appropriate action is taken against staff who are rude to customers.
- Honour our commitments to our customers and provide them with appropriate remedies if we fail to comply with those commitments.
- Monitor and report on compliance with the TCP Code.

2. Communicating offers

We'll communicate our offers (either orally or in writing) clearly and accurately – and in a manner which isn't misleading – so you can make an informed choice.

3. Summary of Offer

We'll provide Critical Information Summaries which include the following information on our products & services:

- Information about the service
    - Description of the product or service.
    - In respect of the product or service offered.
        - The inclusions, exclusions, conditions and limitations of the product or service.
- Information about pricing
    - The minimum monthly charge of the product or service (if applicable)
    - The maximum monthly charge payable where calculable.

    - The maximum charge payable if the product or service is terminated early.
    - Where the offer isn't unlimited, the cost of making a 2-minute standard national mobile call (including flag fall) (if applicable).
    - For an included value plan, an estimate of the maximum number of standard national mobile calls (each 2 minutes in duration) that a customer can make.
- Other Information
    - A link to our website, where you can obtain call data and usage information or instructions on where you can obtain this.
    - Warnings about international roaming costs (if applicable).
    - Our Customer Service contact details.
    - Information about how to access our internal dispute resolution processes.
    - Contact details for the Telecommunications Industry Ombudsman.
- Other relevant Information
    - We'll provide any other relevant information to you about our product or service in an easily accessible way – including Product Description, Technical information, Billing & Payments, Usage, Warranties, Mobile Coverage, International Roaming. And if we're acting as a reseller, who the prime Supplier of the service is as well.

Where any information that we've provided is inaccurate, we'll correct this as soon as possible – and send it to you in writing. Any complaints will be handled with an appropriate approach for the situation, which could mean terminating your contract with us without penalty.

4. Advertising

Our advertising will include all important conditions, limitations, qualifications and restrictions about the offer to enable you to make informed choices, and to avoid being misled. We'll use clear and plain language when advertising our offers.

5. Selling Practices

Our sales representatives will promote and sell our products and services fairly, accurately and transparently – and will be able to communicate with you in plain language.

- Training: Our sales representatives will be appropriately trained on how to sell and promote services in a fair, transparent, responsible and accurate manner.
- Ongoing Monitoring: We'll monitor our sales representatives on a regular basis to make sure they're compliant.
- Complaints: We'll monitor and track complaints, so that any emerging or systemic issues are addressed immediately.
- Accurate descriptions of products: Our sales representatives will give you accurate information about our products, services and offers.
- Appropriate behaviour: Our sales representatives will interact with you in a courteous, fair and accurate manner.
- Consent & Authority: Our sales representatives will obtain your consent – and confirm your authority to enter into a contract – prior to completing the sale.

6. Contracts

- Our Customer Terms will be available on our website.
- Our standard form of customer contract will be written in a plain language, be clear, consistent and contain all the terms & conditions of the product or service.
- Our standard form of customer contract will not include any unfair terms.

7. Priority Assistance

Priority Assistance customers are entitled to priority connection and fault repair of their telephone service. We do not offer Priority Assistance.

If you require this service, please contact Telstra on 13 22 00 to assist with your connection.

8. Customer Service

- We'll endeavour to answer all your enquiries in a timely and effective manner.
    - We'll let you know how you can contact our Customer Service Team.
    - We'll monitor our average wait times, so we can keep these to a minimum.
    - We'll try to resolve any queries or complaints on first contact, and continually monitor to understand the root cause and to improve our first call resolution procedures.
    - We'll keep records of interactions between you and our customer service teams to aid in assisting you.
    - We'll train our staff to deal with your queries appropriately.
- We'll ask for feedback from you on how we deal with your enquiries – and use this information to improve our processes and practises.
- We'll make sure any personal information we store is protected from unauthorised use and is dealt with in accordance with all applicable privacy laws.

9. Billing

We're committed to providing our customers with clearly understood, accurate, timely and complete bills and billing related information.

- We'll provide clear and easy to understand information about our pricing, billing, bill period and payment terms and options.
- Our bills are provided via email.
- We'll provide historical billing information for up to 6 years from the date of your enquiry, including for a period of up to 24 months free of charge.
- Access to our customer service team will be provided at Untimed Call Rates.
- Our bills will include at minimum the following information:
    - Your name & postal address
    - Your account number
    - Our trading name and ABN
    - Details on how you can contact us
    - Details of our hours of operation
    - The bill issue date and invoice number
    - The billing period
    - The due date for the current bill charges
    - The name of, or reference for, the plan or agreement for which the bill relates.
    - Details of charges, included call values, discounts and excess charges.
- Our bills will be issued and delivered to you within 10 working days of the billing period ending. If there's a delay in this occurring, we'll grant you an extension on paying your bill.
- We'll try to include all call charges relating to the current bill period into a current bill.
- We won't bill for charges older than 160 days from the date that charge was originally incurred.

10. Verifying Charges

- We'll provide sufficient information and will be able to demonstrate and verify billing accuracy of our bills.
- We'll provide all itemised charges unless we've agreed with you otherwise.

11. Payment Options

- We'll offer at least one way to pay your bill that's free of charge.
- We'll offer the ability for you to verify any payments you have made.
- We'll apply payments within our billing system within 48 hours from the start of the next working day after we're notified of a payment.

12. Direct Debits

- We will ensure you can verify that a direct debit arrangement is in accordance with your authorisation.
- We will still issue a bill to enable you to verify all charges on your bill prior to the direct debit being processed.
- We will process the direct Debit as close as possible to your due date.
- We will enable you to cancel a Direct Debit authorisation by phone, email or fax, and we will remove it within 3 working days of the request.

13. Credit & Debt Management

We provide access to the following spend management and security tools to help you manage or limit your spend with us if need be. Keep in mind that our notifications and billing information may be up to 48 hours old at the time of notification – this is as near to real time as is possible.

We'll provide usage notification for national calls, SMS and data usage in Australia – but this doesn't cover any usage while overseas, or calls or SMS sent to overseas.

We'll provide:

- Automatic usage SMS or email alerts at 50%, 85% and 100% within 48 hours of reaching this point - at no cost to you.
- Check your balance by calling our Customer Service Team – at a cost of a 1300 call.

You may choose to:

- Receive all or some of the notifications.
- Receive more notifications at different usage points of your choosing.
- Receive usage notifications via a different method.

You may also choose to:

- Automatically restrict your service or parts of your service once a specific spend threshold has been reached.
- Bar or restrict certain call types to better manage your spend.

14. Responsibly providing Telecommunications Products

- We'll inform you about and undertake a credit assessment prior to providing you with a product or service.
- We'll advise you of your liability in respect of the products and services being provided.
- If we restrict access to certain products or service as a result of your credit assessment, we'll let you know of this at the time of application, and we'll include ways in which this restriction can be removed – and any timeframes that this would take.
- If we need a security deposit as part of your application, we'll provide information about the terms of the security deposit – including details of interest payable, how the deposit may be forfeited and/or repaid within 5 working days.

15. Credit Management Process

We'll provide a clear and defined credit management process, which is available to you at no cost.

We'll also provide information to you on:

- Your obligation to pay bills for telecommunications services by the due date.
- The fact that non-payment or repeated late payment of bills may have an effect on the provision of current or future telecommunications services.
- Details of our Financial Hardship Policy and Payment Assistance Policy.
- We'll provide notice, in writing by post or email and phone prior to restricting, suspended or disconnecting a service with at least 7 days' notice, unless you have pre-arranged a cut-off point based on a spend threshold.

- We'll send a separate written disconnection notice before disconnecting a service for credit management purposes.

16. Fair Credit Management Processes

- We'll make sure our credit management processes are fair and reasonable, and will conduct reviews of any suspensions, restrictions or action taken if you ask us to do so.
- If you're not satisfied with our review, we'll let you know how you can make a complaint.
- We won't impose reconnection charges if your service is suspended or disconnected because of a mistake on our part.
- We will not commence credit management on any specified disputed amounts or amounts that are part of an open complaint.
- If we use third parties for debt collection, they'll comply with these provisions – and the provisions of the TCP Code.
- Our financial hardship policy and payment assistance policy is available on our website for customers that are experiencing genuine financial hardship.
- We'll assess financial hardship circumstances quickly and fairly.

17. Changing Suppliers

- We'll get your consent and authorisation before transferring any services to us.
- We'll inform you clearly and concisely:
    - That you're entering into a new contract by agreeing to the transfer.
    - The details of the services being transferred.
    - Our identity.
    - Whether there'll be any disruption to your services as a result of the transfer.
    - Any equipment compatibility requirements and terms and conditions.
    - That you might have to pay a penalty or cancellation fee to your current provider.
    - Of the transfer process, our contact details, and the date the transfer is completed on the day it occurs.
- During the transfer process we'll keep you informed of any changes.
- We'll notify you by email that the transfer has been completed on the day it occurs or – or on the day we've been told that the transfer is complete (if we're relying on a third party).
- We'll validate and check the accuracy of the transfer when it has occurred.
- We'll keep records of the transfer and all details of the transfer for up to 2 years. You can request to access these records.
- If we're unable to transfer the service for any reason, we'll let you know as soon as possible – and what your options are.

18. Sale of our Business

If at any time our business is sold to another party or if part of a corporate re-organisation, we'll notify you in writing prior to any transfer being initiated.

We'll let you know:

- Our intention to transfer your service to the new supplier.
- Any details we have that might materially affect your service.
- Any impact the change has on your equipment.
- Contact details of the new supplier.
- The proposed date on which the transfer will take place and once it's been completed.
- Details on how you can log a complaint about any aspect of the transfer.
- Any details of termination rights that result from the transfer.

19. Change of Wholesale Supplier

We'll let you know of any change to our wholesale supplier prior to the change being initiated:

- Our intent to transfer your service to the new supplier.

- Any details that we have that may materially affect your service.
- Any impacts the change has on your equipment.
- The proposed date on which the transfer will take place.
- Details on how you can log a complaint about any aspect of the transfer.

20. Complaint Handling

Please let us know if our service hasn't been at the level you'd expect, or you have any other concerns with us. We have a complaint management process in place to make we resolve any complaints properly. This policy is available on our website.