

Geoff Symanczyk
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May 2, 2006

Primus Telecommunications Canada Inc
700 - 710 Dorval Dr.
Oakville, Ontario L6K 3Y1

Attention: Credit Department

Re: Follow-up to April 23, 2006 Important Notice – Payment Request for Primus **Account No. 109969439**

Without prejudice, this letter serves as written confirmation that I, Geoff Symanczyk, have received your request for payment, dated April 23, 2006. This letter also serves as further confirmation that once again, **I do not accept the charges as you have claimed.**

There are however, a few points I would like to make in regards to your letter:

1. “[you] wish to continue offering [me] long distance savings.” What long distance savings? You were providing me with Internet Service, nothing more. I guess this letter is not for me since **I don’t have long distance service with Primus.**
2. “To avoid any interruption to your service [...]” Interruption to what service? The Internet Service that I cancelled February 21, 2006? I guess this letter is not for me since **I don’t have any services with Primus.**

Therefore, with the exception of this written confirmation of receiving your request for payment, **your request for payment of the amount of \$664.04 is hereby declined. All further requests for payment greater than \$26.70 will also be declined.**

I would also like to take this opportunity to bring to your attention that **by your own account**, as printed on my February account statement, **dated February 13, 2006:**

Previous Account Summary	
Balance Owing from Previous Statement:	26.70
Payment Received – Thank You!:	26.70
Total Balance Carried Forward:	0.00
Current Account Summary to Feb 07	
Internet Service:	24.95
GST:	1.75
Total Current Balance:	26.70
Total Amount Now Due:	26.70

Where is it stated that I owe you anything over and above the \$26.70 monthly charge for January or February 2006? Again, **by your own account**, **I owe you nothing (\$0.00) for Internet Service for, up to and including, January 2006, and no more than \$26.70 for Internet Service for February 2006 – the Internet Service that was cancelled, by me, on February 21, 2006.**

I would also like to take this opportunity to review a list of claims and facts observed over the past 3 months:

Claim: *An e-mail was sent to all subscribers in early November, 2005, informing them of the changes to the service features.*

Fact: **I received no such e-mail.** In fact, though the High-Speed Internet service was not active until November 16, 2005, my symanczg@primus.ca e-mail address was not created until mid-December, 2005. How could I possibly have received an e-mail from Primus informing me of the changes to the service, if the address in question did not exist at the time – it certainly did not get delivered to my e-bill address...

Fact II: **I had chosen e-billing as my form of statement notification from Primus. The address provided, geoff@tigercore.net, has since accepted 4 billing statements from Primus, none of which inform me of any changes to the Terms of Service or made any mention of charges for bandwidth usage, ever.**

Possible: Upon initially connecting the DSL modem, users are taken to a Uniserve login page where the Terms of Service (TOS) and/or Acceptable Use Policy (AUP) are displayed. The user must accept these agreements before being able to access the Internet.

Fact: Since the phone line was a new line, and I was having signup problems, I spoke to Christina (ext. 8619) in customer support who helped get my connection up and running and kept me informed of installation progress. Because I was going to use an old Telus DSL modem for the Primus Internet service, I connected the modem from day one and waited for the ADSL light to indicate the connection was available. That day came on November 16, 2005. I tried to use the connection and was taken to a Uniserve login page that required my telephone number, so I entered 403-226-8590, but it was not accepted. Within minutes, Christina called and told me that my connection should be ready within a few days – I responded by telling her that it was already connected, but I could not get past the telephone number page. Christina then proceeded to “activate” the connection by, I assume, entering all other information into the “system” to allow me to bypass that login page and use the service. **If the AUP or TOS were displayed/accepted in subsequent pages from the Uniserve login page, I never saw them nor did I accept them – Christina (ext. 8619) set everything up for me – I never saw another Uniserve page from that moment forward.**

Fact II: As per the Terms of Use (<http://primus.ca/en/legal/termsfuse.htm>) statement that “BY ACTIVATING THIS SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO THESE TERMS AND CONDITIONS” – According to legal council, this statement is completely baseless. How can a person read (and accept/decline) those terms of service without activating the service first?

Claim: A letter was mailed to all subscribers in November, 2005, informing them of the changes to the service features.

Fact: **I received no such letter;** in the 4 months I was a subscriber to Primus High-Speed Internet, I received a total of two (2) Addressed Admail (junk-mail) mailings from Primus, absolutely nothing else.

Claim: Primus called users to inform them of their excessive usage and changes to the Terms of Service.

Fact: During the initial signup period, I informed Primus, **several times**, that the telephone number (our second line at the time) used for the service was brand new and specifically installed for the service itself, and therefore, there would not be a telephone attached to it (and obviously, incoming calls would go unanswered). **As a result, Primus was repeatedly given alternate contact information (403-247-4775) in order to contact me. No contact was ever made by Primus, to me, at that given number, in any form.**

Claim: Activating the Service constitutes acceptance of the terms and conditions.

Fact: **I was never informed that I had to read (and accept/deny) any terms and conditions, at any time, and as such, the terms and conditions were not accepted by me, and are not enforceable. If this is enforceable, then Chrysler had better start paying for my fuel costs, since I wrote it on a piece of paper I had in my wallet at the time of purchase (but did not inform them as such).**

Possible: Terms of Service or Acceptable Use Policy is included with all modem packages.

Fact: **I informed Primus several times during both signup periods that I did not need a DSL modem since I already had one from Telus, and would be using that modem instead.** As expected, a package, addressed to me, was delivered to a nearby Canada Post outlet. I went to pick it up, saw that it was a box (obviously, the modem installation package) from Primus Telecommunications Canada, and **I declined the package without ever touching it; no such terms and conditions were ever seen or subsequently agreed to by me.**

I would like to remind you that you have nothing that constitutes my acceptance, either electronic or physical, of either the new terms of service or the original terms of service from November 2005. Therefore, as per information provided to me by legal council, you have absolutely no basis on which to demand any additional charges from me, above and beyond the outstanding balance of \$26.70 for Internet service during the month of February 2006.

However, **as a gesture of good-faith**, I am willing to remit payment for February 2006 Internet service, as specified on my February 2006 statement of account, which still has not been charged to my VISA as per the statement. Payment for \$26.70 will be remitted to you, **by money order only, provided all of the following four (4) terms are satisfied:**

1. Primus Telecommunications Canada agrees to deliver to me, a dated, hardcopy printout of a statement of account, for Account No. 109969439, with the words "Final Account Statement" that requests payment of the "Final Account Balance" of no more than \$26.70 for February 2006 Internet service, and no other charges.

Authorized Primus Telecommunications Representative Initials Constituting Agreement to Term 1: _____

Printed Name: _____

2. In addition, Primus Telecommunications Canada agrees to deliver to me, a dated, printed document confirming **cancellation** of Account No. 109969439 effective February 21, 2006.

Authorized Primus Telecommunications Representative Initials Constituting Agreement to Term 2: _____

Printed Name: _____

3. Following payment of the remaining balance of \$26.70, Primus Telecommunications Canada agrees to deliver to me, a dated, printed and signed document confirming that Account No. 109969439 is closed and the remaining account balance is \$0.00.

Authorized Primus Telecommunications Representative Initials Constituting Agreement to Term 3: _____

Printed Name: _____

4. Compliance of the above three (3) conditions automatically indemnifies me, Geoff Symanczyk, from all past, present and future claims by Primus Telecommunications Canada, and all past, present and future obligations and relations between myself and Primus Telecommunications Canada become null and void effective immediately.

Authorized Primus Telecommunications Representative Initials Constituting Agreement to Term 4: _____

Printed Name: _____

An initialized, unmodified hardcopy printout of this page must be included with the delivery of the requested documents from terms 1, 2 and 3; no payment will be remitted without this initialized document.

Thank you for your immediate attention to this matter.

Regards,
Geoff Symanczyk
(403) 247-4775
geoff@tigercore.net

cc: Casey Kemp, ckemp@primustel.ca