

From: "Geoff Symanczyk" <geoff@tigercore.net>
Subject: Re: Primus Telecommunications Canada Inc. Account # 109969439
Date: Thu, May 18, 2006 10:10 am
To: nmartin@primustel.ca
Cc: execresp@primustel.ca

On Thu, May 18, 2006 8:52 am, Executive Response wrote:

> Mr. Symanczyk,

>

> This refers to your letter of May 2nd, 2006 addressed to our Credit and
> Collections department, in regards to the billing of the extra Internet
> bandwidth used.

>

> We wish to provide confirmation that effective February 20th, 2006 your
> Internet service was cancelled with Primus Canada.

>

> Upon a thorough review of your request, we will not credit the extra charges
> incurred, and find you responsible to remit payment for all charges.

So this is instead of what I was told on Tuesday about the credit being applied for all but the \$26.70 to my account? Would you people please communicate with each other better and get your facts straight?

>

> All customers are responsible to read and adhere with the company's Terms
> and Conditions, which state that we can make changes at any time.

>

General Terms and Conditions (<http://primus.ca/en/legal/termsfuse.htm>):

"1.d. This Agreement may be changed and updated from time to time by Primus, on advance notice to you."

... "on advanced notice to [me]", which was never provided. You changed the terms and conditions, basically in secret, and did not bother to inform me as such and let the account accrue 50 days of usage before it was suspended. Primus dropped the ball, and I refuse to pay for your incompetence.

In fact, I have my own terms and conditions, in which every business I deal with must read and adhere with. It states that my terms and conditions override all other terms and conditions. It was your responsibility to read and adhere to those terms and conditions when connecting my service.

Acceptable Use Policy (<http://www.primustel.ca/en/legal/aup.htm>):

"14.a. If an account holder is found to be in violation of this Policy the account holder will be issued a warning (via email, or phone). After a second violation, the user's account will be locked and/or terminated permanently."

So you completely ignore the first part and proceed directly to the second part *and* expect me to cover the cost? *If* I had received a warning, trust me, I would have cancelled on the spot. Fact is that *no* warning was ever issued, as stated in your AUP, so you have effectively broken your own agreement.

> Mr. Symanczyk, this serves as our final resolution.

>

Fair enough, and unless you can provide me with signed acceptance of any of your terms and conditions, you *still* have nothing to base any "incurred" charges on and I, for the umpteenth time, decline the charges as you have claimed.

And, since you people continue to (try to) screw me around, effective immediately, I am withdrawing my "good faith" offer to remit a \$26.70 payment - consider it the cost of the constant annoyance of dealing with the utter incompetence of Primus Canada.

>

> Sincerely,

>

>

> Natalie Martin

> Executive Response Representative
> tel# 1-800-957-1177
> fax# 1-800-340-4919
> nmartin@primustel.ca
>
>
>

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