

May 5, 2011

CompuTechnologies
PO Box 472
Denville, NJ 07834

Re: File number 0133

To whom it may concern:

I recently received your “notice of chargeback/dispute repayment” and have found it to be fraught with errors and unsubstantiated claims. Furthermore, the entire nature of your operations is rife with poor, if not outright deceptive, business practices.

I will call attention to some of these right here in this letter, and you can be sure that if this matter is not dropped immediately, that I will be calling similar attention to these and other inconsistencies in your communications to not only the major credit reporting agencies, but also to the Federal Trade Commission, the Attorneys General in your region of business, and the Better Business Bureau, as well as any other consumer affairs agencies. For a further idea of what will be disseminated, feel free to visit the sites listed in Exhibit A, which I have set up or collaborated with in order to help prevent others from being taken in by your deceptive practices.


Let's start with your letter.


As you can see from Exhibit B (a copy of your letter), your facts are so ungrounded in truth and accuracy that even the date of your letter (highlighted) is an impossible December 10, 2010—prior by over 3 months to the placement of the order by your own statements!

Next, the terms and conditions that were displayed *prior* to checkout (as mentioned by your letter) differed from the terms and conditions that were sent via email *following* the purchase, notably the lack of any such statements regarding chargeback and collections, shipping times, etc.

As for your claims to have “clearly outlined in more than five emails” the procedures for contacting your company, that it an outright lie. For one thing, I only received a single email from you, not five emails, and that one email was *anything* but clear in this aspect.

Exhibit C (the email) was lacking standard protocol headers, namely a “From.” header, thereby cloaking where the email was sent from. Additionally, the only email address in the entirety of the email headers (see Exhibit D, a complete list of the email's headers) was “*compute1@spectra.superdomainzone.com*”, an email address which is not a working destination (see Exhibit E, the failed mail status from my postfix server).





So, to recap so far, you sent *one* email, not *five*, and that one email was sent from an invalid return path and was missing the protocol-required "*From.*" mail header. To round out the discussion of this email supposedly containing "clearly outlined" procedures for contacting your company, the only thing written there was the following (highlighted in Exhibit C):


COMMUNICATION : The buyer understands they must contact our company via the support site provided by company. The buyer is not to use any other contact method other than the support link provided by the company. The support site information will be given to the buyer shortly after the completion of the checkout process. There will be a link in each email sent to email address which has been provided by the buyer on the checkout process. Buyer understands they must contact our company with any questions via this support link only and by no other means. Buyer understands they are responsible for the receipt of these emails at the email address which has been provided to company by them. The buyer is responsible to ensure they have a valid email address and checking any type of spam filter software or any other application or methods which prevent the transmission of any information by our company.

The buyer will receive all the necessary purchase information from our company, no later than five business days from the date of purchase.

So, in short, your policy states that the only contact permitted is via the support site information, which will be given to the buyer shortly after completion of the checkout process, or at the very latest *within five business days from the date of purchase*. Well, as I pointed out, nothing further was sent to me, thereby leaving me with absolutely no valid method of contacting your company.

Furthermore, contrary to honest business practices, your site itself contains absolutely no contact information (email, telephone, postal mail, etc.). In fact, your site contains a link labeled "*Contact*", which points back to the home page containing no such information (see Exhibit F, a screenshot of the link hovered over in my browser with the destination URL exhibited at the bottom by the browser's built-in function).

So, when left with no further communication from your company, despite your own self-admitted contractual promise for further communication within five days which never came, and thereby constituting *your own breach of the supposed contract*, I was left with no contractual or communicative alternative but to have my credit card company try to contact you on my behalf. I therefore opened a case with them which had them then attempt to contact you for information regarding the purchase. As you can see from Exhibit G, you were given several weeks to respond to them, which you never did; apparently, you are unreachable not only to customers, but to your affiliated credit card agencies, as well!



[REDACTED]

Next, let me address your statement that I “purposely lied to credit card company stating he had contacted company and cancelled order.” This is completely false, and I have the record of my initial online complaint to American Express to prove this. You have similar access to my claim with American Express, so you can look it up for yourself: I simply stated the truth, which was that I placed an order a week prior and never received the promised further communication from you within the promised five day period, and had no way to contact you for any information. That was the extent of my complaint. At no point was there any mention of having contacted you, nor was there any mention of cancelling the order. Again, feel free to reference the case with American Express, which you have access to as a merchant with them.

Next, let me address your statement that “USPS has been attempting to delivery [sic] product since March 31, 2011” and that I am “purposely playing games into not accepting delivery of item”. For starters, being that I never cancelled the order, I would have no reason not to accept delivery. Had the delivery come, I would gladly have accepted it. Unfortunately, though, the delivery never came. There have never been any problems with receiving any products from USPS, UPS, FedEx, DHL, or any other carrier to that shipping address. Furthermore, I personally queried each person at that address who might accept or refuse deliveries and was told emphatically that at no time did any of them refuse any such deliveries. They are willing to sign notarized letters to that effect if it comes to that.

At this point, based on your own breach of your own supposed contract and your own “games” that I have clearly outlined here in this letter, the burden of proof is on you to prove that your delivery was attempted by USPS and that I refused delivery. Please show the delivery receipts/attempts, or any tracking information that can substantiate your statement. Otherwise, as I stated at the outset of this letter, I demand that you drop this matter immediately and save us all the hassle of dealing with the Federal Trade Commission, the relevant Attorneys General, and any other consumer affairs agencies—all hassles that I will gladly pursue until final resolution of this, on principle alone.

I receive regular monthly reports from the major credit agencies, and at the first sign of any such false claims by your company either by those credit agencies or by any collection agencies, you can be sure that all such action just outlined will be initiated to the fullest extent of my abilities, sparing no expense.

One last point: if I do hear back from you within a reasonable timeframe that you have reconsidered and are willing to drop this frivolous matter, then I will consider removing the web pages listed in Exhibit A based on such reasonable action.

Sincerely,

[REDACTED]

[REDACTED]

EXHIBIT A

<http://arking.com/computetechnologies>

<http://arking.com/computerpartsnmore>

<http://indisputableblog.com/2011/05/05/computetechnologies>

<http://echabotdb.com/computetechnologies>

<http://echabotdb.com/computerpartsnmore>

EXHIBIT B

CompuTechnologies
PO Box 472
Denville NJ 07834

December 10, 2010

NOTICE OF CHARGEBACK/DISPUTE REPAYMENT

FILE NUMBER : 0133

The purpose of this letter is for the payment of money owed in regards to your breach of contract in which you had entered into on **March 14, 2011**.

On the date stated in the paragraph above, you had entered into a legal and binding agreement with our company, when you had purchased an item from our online store. Prior to any information or checkout procedures being completed, you had told our company that you read and agreed to the terms and conditions reflecting the sale. Under these terms, we were willing to sell you this item. Because of your recent action which resulted in a direct breach of this agreement, we have decided to enforce this agreement under the terms stated in the "Chargeback and Collections."

Company Policy Disclosure. Prior to entering any purchase of the product, you had told our company that you had read and agreed to the terms and conditions regarding the sale. You had entered into a legal and binding contract with our company. The company policies regarding this agreement were clearly outlined prior to any personal information being obtained to complete the sale. Under these terms, our company was willing to complete the sale. At the end of the checkout procedure, when you finalized payment of the item, the company policies were displayed. In addition, several emails were sent to you at the email address you had provided our company. By completing the transaction, you had entered into a legal and binding agreement.

You decided to purposely breach this contractual obligation when you had initiated a chargeback/financial dispute against our company. As a reminder, the agreement you entered into clearly stated there would be a chargeback/financial dispute fee of sixty dollars for any entity taking such actions against our company. In addition, there would be an additional fee of forty dollars charged, if repayment wasn't made by a specified due date and the case had to be taken to a third party collection agency. **The collection agency will be instructed to report this debt to all the major credit report agencies if the debt is not paid in full.** If applies to this incident, agreement state, a restocking fee of thirty-five percent of the product's purchase price and the shipment charges of the item charged to the buyer, if any packages were returned back to our company without an RMA, buyer's purposely refusing the package, and/or the buyer failing to take delivery of the item.

You were clearly aware of our company policies and clearly were aware of your actions. We have supporting evidence which shows you willingly entered into this contractual agreement and the actions in which you had taken to breach this agreement. Proof of debt owed has been proven beyond doubt in the fees owed to our company as a direct result of your actions.

Communication. You were clearly aware of correct contact procedures in contacting our company. They were clearly outlined in more than five emails that were sent to you since the purchase date of the product. If you attempted to contact our company via the email address in which you received those emails, the email address clearly stated it was automated and any attempts to use that email for communication would have been responded with instructions to go to our website. If you had contacted our company phone number, it also stated for you to go to our support site. The URL was clearly stated. The methods of contacting our company were clearly outlined, therefore, there was no reason why you could of contacted our company with any issues you may have had. We were more than willing to assist you an any way possible in accordance to the agreement.

For whatever reason you may have had to file this financial dispute against our company, it was your sole decision to initiate this action with the full knowledge and implications which may have resulted. It was your sole decision, to purposely violate this contractual agreement and invoke a third party. Because you filed a chargeback/financial dispute, this gives us a clear indication you no longer are willing to resolve this issue in a