

PHONE: (909) 835-6064 FAX: (909) 503-

1890

### Reference Information

Open Date: 4/29/2004 Close Date: 6/1/2004

### **Customer Information**



### **Company Information**

Alena Internet Corporation 15820 Euclid Avenue

Chino, CA 91708 Phone: (877) 312-3648 Fax: (310) 840-5019

Complaint Description - Posted: 4/29/2004

Charged my credit card without authorization. You order a sample paying postage only and they automatically start billing for \$44.90! I didn't sign up, nor see anything contributing to the fact there was automatic billing. This put me over my available balance and now I will be charged additional fees for this when it was never authorized.

Customer's Desired Settlement - Posted: 4/29/2004

Unauthorized debit of \$44.90 plus \$31.00 fee I was charged because of debit.

Company's Response - Posted: 5/13/2004

Go to IncreaseYourHealth.com, then to the DreamShape site from there. Click the order free-trial link and see in the check-out page, below the item, "Dream Shape 14-Day FREE Trial," clearly is the reference and link to details of the continuity program that is an inextricable part of every free-trial order. This is also referenced in automatically sent emails to customers.

Consumer Rebuttal - Posted:

Company's Final Response - Posted:

### **Additional Information**

Primary Complaint Type: Billing or Collection Issues

Date Problem First Occurred:

Date Purchased:

Product or Service: DreamShape

Model Name or Number:

Invoice Number:

Amount Paid: \$76.00 Status: Closed

Response Term: No response term assigned



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### Reference Information

Open Date: 5/17/2004 Close Date: 6/4/2004

# Customer Information

### **Company Information**

Alena Internet Corporation 15820 Euclid Avenue

Chino, CA 91708 Phone: (877) 312-3648 Fax: (310) 840-5019

Complaint Description - Posted: 5/17/2004

Consumer alleges after agreeing to a free trial of the Hydroderm product, you enter her into an auto shipping program without her knowledge and charged her account without authorization. Mrs. Guitirrez, has tried resolving this matter but received no cooperation.

Customer's Desired Settlement - Posted: 5/17/2004

Consumer seeks refund of \$190.80. She is also, asking that you cease and decease any further orders and charges to her account.

Company's Response - Posted: 5/19/2004

On Hydroderm website's order page, between the credit card # field and the order button, the details of the auto-ship program are fully disclosed. They're again disclosed in email automatically sent to each customer, and on documentation included in every shipment, including the free trial. Our phone representatives also disclose these details. Cancellation of the program is easy - even before the first auto-shipment - via email, web, phone, or regular mail.

Consumer Rebuttal - Posted:

Company's Final Response - Posted:

## **Additional Information**

Primary Complaint Type: Delivery Issues

Date Problem First Occurred:

Date Purchased:

Product or Service: Hydroderm

Model Name or Number:

Invoice Number:

Amount Paid: \$195.80
Status: Closed

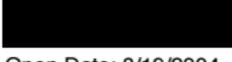
Response Term: Refuse to adjust, relying on terms of agreement



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### Reference Information



Open Date: 8/19/2004 Close Date: 8/20/2004

### **Customer Information**



### **Company Information**

Alena Internet Corporation 15820 Euclid Avenue

Chino, CA 91708 Phone: (877) 312-3648 Fax: (310) 840-5019

Complaint Description - Posted: 8/19/2004

Unethical sales practices... The company tricks people into ordering the sample and then after ordering, they enroll you into an auto ship program without your knowledge. I did not see the fine print and did not receive an email notifying me. They send the product and withdrawl the money from your account and then when you receive the product, there is an invoice stating that you have been charged. This is BAD Business. Very misleading advertisement that states order a free sample - just pay shipping and handling. If I would have liked the sample, I would have ordered more. Now I am not even going to try the sample. I am too bitter at the company for scamming me.

Customer's Desired Settlement - Posted: 8/19/2004

Refund and something done about BAD Business Practices

Company's Response - Posted: 8/20/2004

Consumer e-mailed satisfied has received refund.

Consumer Rebuttal - Posted:

Company's Final Response - Posted:

### **Additional Information**

Primary Complaint Type: Sales Issues

Date Problem First Occurred:

Date Purchased:

Product or Service: Hydroderm

Model Name or Number: Invoice# 1624545

Invoice Number:

Amount Paid: \$56.00 Status: Closed

Response Term: Making a full refund, as the consumer requested



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### Reference Information



Open Date: 8/20/2004 Close Date: 9/2/2004

### **Customer Information**



### **Company Information**

Alena Internet Corporation 15820 Euclid Avenue

Chino, CA 91708 Phone: (877) 312-3648 Fax: (310) 840-5019

Complaint Description - Posted: 8/20/2004

I order a free sample over internet on 6/12/04 and agree to pay shipping and handling. They automatically place you in a auto shipping program. On 7/7 I received email stating about shipment coming in so I called to cancel shipment. I was given cancellations numbers and I though that was it. On 7/12 I tracked packages who were in route to my residence so I called again and they said the shipment left out on 7/5 I told them that since I cancelled on the 7/7 that should been enough time for that shipment to be stopped. They say that I need to return shipment back before refund. Shipment arrived on 7/13 and it was sent back right away. There were 2 charges on my credit card. One has been credited and today 7/18 I called to follow up on the other credit and they still had not issue it plus they are charging me for shipping and handling. I have called customer service many times and have spoken with several supervisors and left messages at their main office and to no avail. The is not right at all. This company lacks integrity and honesty.

Customer's Desired Settlement - Posted: 8/20/2004

101.80

Company's Response - Posted: 8/25/2004

The program exists: before submitting the order, 2 e-mails confirming order and program, & on the invoice papers sent to the customer along with order. Customer has given an e-mail address to respond to. 2 credits have been issued for the product prices on 7/29/04 and 8/18/04 for a total of \$89.90, less the S/H. Returns are refunded for the product, not the S/H, which the customer agreed to and authorized when submitting the original order.

Consumer Rebuttal - Posted: 8/31/2004

#1 I agree to pay shipping and handling for the free samples. # 2 the day they sent the email 6/7/2004 I called to cancelled orders. Why I am getting my last credit on 8/18/2004 when they shipped the unathorized shipment the same day? and the only reason that I received the credit was because I called again. I am not going to fight over the shipping and handling but I can assure you the people whom I know will know how you handle your business. Even if someone does not read the fine print once that person calls you and cancels that should be cancelled.

Company's Final Response - Posted: 9/2/2004

Shipment was sent out at 6:16:31 PM on 7/06/2004. Subscription was cancelled on 07/07/04 at 06:28 PM. Once the shipment leaves the warehouse the customer is responsible for the return policy. Revised: We have processed customer's refund request, and issued full refund (\$101.80)

### **Additional Information**

Primary Complaint Type: Sales Issues

Date Problem First Occurred:

Date Purchased:



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### Reference Information



Open Date: 5/25/2007 10:20:59 AM Close Date: 6/28/2007 5:04:00 PM

### Customer Information



### **Company Information**

Intelligent Beauty, LLC. 2301 Rosecrans Avenue Suite 4100 El Segundo, CA 90245 Phone: (310) 683-0940

Fax: (310) 318-9064

Complaint Description - Posted: 5/25/2007 10:20:59 AM

A pop up window appeared on my aol screen from I Q Cosmetics. I followed the link and I agreed to a free trial offer of cometic samples paying only \$3.95 for shipping. When the package arrived it included an invoice stating that my "free" trial offer ended on 6/18/2007 and that I would then be billed \$94.50 for the products. The invoice also stated additional products will automattically be mailed to me every 60 days again at a cost of \$94.50 per shipment.

Customer's Desired Settlement - Posted: 5/25/2007 10:20:59 AM

I would like to see I Q Cosmetics change their sales tactics especially when they are soliciting customers online. After calling the company I was told the above terms were stated on the website. The terms certainly were not explicitly presented as I did not see this information and I would imagine many other customers like me will be equally mislead.

Company's Response - Posted: 6/4/2007

### Dear Hettie,

We're sorry to hear that you feel the terms of our Risk-Free Trial Offer were unclear.

The offer was to try a 60-day supply of multiple products FREE for 30 days. We do ask for a small shipping and handling charge up front, but we do not charge you for the products unless you decide to keep them. Our Bottom-of-the-jar guarantee means you can cancel within the 30 day period and return the products, even if they are empty, and you will not be charged for the product. We have set up this program to allow people to try our products before having to buy them. This allows them to evaluate the products' effectiveness without risk. We think this is a win-win situation, and apologize for the misunderstanding.

While we do apologize for any misunderstanding regarding the terms of the offer, this information was fully disclosed to you online before you entered your billing information and placed your order. It also was included in a confirmation email sent to you within minutes after you placed your order. We also included a copy of the terms with your shipment.

We indicate the details of the offer every step of the way to ensure that you understand the terms and have plenty of time to cancel your order before the 30-day trial period ends. I'm sorry that you didn't have the opportunity to read this information when it was sent to you.

Since the majority of our customers are clear about the details of our 30 Day Risk Free Trial offer, we are confident in the integrity of our advertising. If at anytime a customer does not understand the information we provide, we try to make every to assist.

On 5/23/07 when you contacted our Customer Service Department and informed us that you were not clear about the details of the offer, we cancelled your trial and allowed you to keep the products for only the cost of S&H, \$3.95. In turn, the offer you received is exactly the offer you personally understood it to be.

Regards,

iQ Derma

Consumer Rebuttal - Posted: 6/12/2007

I will reiterate that your marketing tactics are very misleading and I was not aware of the exact terms of my purchase until I actually opened the shipment. You state that your "free trial" terms were given on your website. The terms certainly were not explicitly stated as I would never have agreed to your conditions. You also state, "In turn, the offer you received is exactly the offer you personally understood it to be." This statement does not in anyway exonerate your company from your very misleading marketing practices. In addition, this statement is in itself misleading as I did not "receive" this offer until I contacted your company to file a complaint.

Company's Final Response - Posted: 6/27/2007

Co states via mail; We have made stipulations on our Website regarding our free trial offer so that it is more predominate on the landing page as well as the check out page. This should avoid any further confusion. We again are sorry for any inconvenience this might have caused.

5/23/2007

#### **Additional Information**

Date Problem First Occurred:

Primary Complaint Type: Sales Issues

Date Purchased: 5/14/2007

Product or Service:

Model Name or Number:

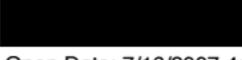
Invoice Number: 1538222
Amount Paid: \$0.00
Status: Closed



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### Reference Information



Open Date: 7/16/2007 4:24:35 PM Close Date: 8/8/2007 5:06:00 PM

### **Customer Information**



### **Company Information**

Fax: (310) 318-9064

Intelligent Beauty, LLC. 2301 Rosecrans Avenue Suite 4100 El Segundo, CA 90245 Phone: (310) 683-0940

Complaint Description - Posted: 7/16/2007 4:24:35 PM

I responded to a free sample of product by this company, which presented up front that I will be responsible for shipping to recieve this sample. To process the shipping I used a credit card, and sample was shipped out, which I am in reciept of in May 07. The end of May I moved, with no further committment with company there was no reason to notify. During the process of sample order I gave a email address with other information for contact. With process of move I notified US Postal Service to forward all mail to new address. At no time was I notified by company or sent any goods, after the initial process of sample. On June 22, 2007 a transaction by this company to my account for \$84.50 was made. This morning I was told by bank that this company made a debit against my account for \$84.50 which is 7/15/07. The bank provide the number the company gave when post the debit as well as company name. These unknown and unauthorized transaction cause a insufficient balance that I was penalized by the bank two times for. The information given to this company for the process of shipping for a sample, was not made available to allow them a free run on my account. If their claim was I somehow subscribed or order something for recurred billing, then where is the billing, the invoice, the goods. or even a email of confirmation, none found, nothing sent to old address, all mail is forward, in reciept of forwarding initial request. Actions of debits placed by Co. not mnthly 2just

Customer's Desired Settlement - Posted: 7/16/2007 4:24:35 PM

Make right, and reverse these transaction back into my account. These transactions are being disputed and I canceled my card this morning 7/15/07 no longer active. So a fax on company letterhead to NorthFork Bank @ 631-844-1375 Att: Veronica, include card#, title, and phone number. I appreiciate your promp response with this matter.

Company's Response - Posted: 7/26/2007

Dear Veronica,

We are sorry to learn that you feel the terms of our Risk-Free Trial Offer were unclear.

If possible, iQ Derma CEO Don Ressler, would appreciate the opportunity to personally speak to you... Your feedback is important to us!

Our offer was to try a 60-day supply of multiple products FREE for 30 days. We do ask for a small shipping and handling charge up front, but we do not charge you for the products unless you decide to keep them. Our Bottom-of-the-jar guarantee means you can cancel within the 30 day period and return the products, even if they are empty, and you will not be charged for the product. We have set up this program to allow people to try our products before having to buy them. This allows them to evaluate the products' effectiveness without risk. We think this is a win-win situation, and apologize for the misunderstanding.

While we do apologize for any misunderstanding regarding the terms of the offer, this information was fully disclosed to you online before you entered your billing information and placed your order. It also was included in a confirmation email sent to you within minutes after you placed your order. We also included a copy of the terms with your shipment.

We indicate the details of the offer every step of the way to ensure that you understand the terms and have plenty of time to cancel your order before the 30-day trial period ends. We're sorry that you didn't have the opportunity to review this information before placing your order online. We look forward to resolving your concerns.

Regards,

#### iQ Derma

Consumer Rebuttal - Posted: 7/30/2007

I believe in being fair, personal and business alike. If there was anything put forth on the condition of this trial, as you stated in more than one way, that I would be sent some products to try for 30 days, and If I wish to cancel I could return these items used, or unused? The problem is, if this was to be true, where are the products you sent? If no delivery of products, how was it delivery of shipment policy? No email, except the initial email after process of shipment. You also stated that if no cancelation in 30 days I was to be billed monthly? When the transactions were 2.5 weeks apart, where the reciept for these transaction or confirmation. I did not wrongfully accuse. Truth.

Company's Final Response - Posted: 8/6/2007

Dear Veronica, We do not doubt that you misunderstood our offer. However, based upon the feedback from the majority of our customers, we do stand behind the integrity of our advertising. If you would like, we would be happy to walk you though one of our online ads and show you exactly where the terms were displayed. We will also gladly resend you your order confirmation email and packing slip which also displayed the terms of our offer. Please feel free to contact us Toll Free at 866-381-4202. In the meantime, in order to resolve your concerns, we have issued a full refund of all charges and will not require your to return any of our products. Regards, iQ Derma

#### **Additional Information**

Primary Complaint Type: Billing or Collection Issues

Date Problem First Occurred: 6/21/2007

Date Purchased: 5/9/2007

Product or Service:

Model Name or Number: dark circle eyes consealer

Invoice Number: Sample
Amount Paid: \$169.00
Status: Closed



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### Reference Information



Open Date: 2/5/2009 1:15:52 PM Close Date: 2/22/2009 5:05:00 PM

### Customer Information



### **Company Information**

Intelligent Beauty, LLC. 2301 Rosecrans Avenue Suite 4100 El Segundo, CA 90245 Phone: (310) 683-0940

Fax: (310) 318-9064

Complaint Description - Posted: 2/5/2009 1:15:52 PM

I saw the 80 year old lady turn into a 30 year old daily on my MSN home site. I knew that too good to be true, but for a free 30 trial, I thought I'd give the stuff a try. It asked for \$3.95 S&H. I paid via credit card. I received it today (2/4/09), and the paperwork stated that on 2/23/09 my 30 free trial ends and that I will be billed \$96.35. WHAT IS WRONG WITH THIS PICTURE?? Now I was not born yesterday. Did I miss the boat on this one or what? The paperwork further states that if I decide IQ Derma is not for me, I can return the product and NEVER be billed for the products I return. Lucky me! I get to pay the return postage!!!! Now I'm considering this a total rip-off. Part of the reason I order products on line is because I am disabled and am not always able to go to the Post Office to mail packages. I have no idea of whether this a decent product or not because I refuse to try it. IQ Derma can take what they sent to me and resend it to some other unsuspecting consumer. I would rather buy skin care products from Rite Aid where I can return products I am unhappy with and get a full refund.

Customer's Desired Settlement - Posted: 2/5/2009 1:15:52 PM

Any product that uses misleading, deceptive selling practises is not worth trying in my book. If IQ Derma thinks it's product is so great, then a 30 day trial should consist of sample size containers containing 30 days worth of product. I would like IQ Derma return my postage, plus the postage I will be paying to return the product.

Company's Response - Posted: 2/9/2009 1:31:08 PM

We're sorry that you feel that the details of our Trial offer were unclear. The offer was to try a 60-day supply of multiple products FREE for 30 days. We do ask for a small shipping and handling charge up front, but we do not charge you for the products unless you decide to keep them. Our Bottom-of-the-jar guarantee means you can cancel within the 30 day period and then receive an additional 30 days from your cancellation date to return the products, even if they are empty, and you will not be charged. We have set up this program to allow people to evaluate the products' effectiveness before deciding to purchase them. We think this is a win-win situation, and apologize for the misunderstanding.

While we do apologize for any misunderstanding regarding the terms of the offer, this information was fully disclosed to you online before you entered your billing information and placed your order. It also was included in a confirmation email sent to you within minutes after you placed your order.

We indicate the details of the offer every step of the way to ensure that you understand the terms and have plenty of time to cancel your order before the 30-day trial period ends and another "smart-shipment" is ever sent to your shipping address.

According to our records, you did contact us on 2/4/09 to cancel your trial. As a courtesy for the misunderstanding, we will like you to keep your order FREE of charge. Your account is closed, you will not be billed and no return is required.

Regards, Intelligent Beauty

Consumer Rebuttal - Posted:

### **Company's Final Response - Posted:**

### **Additional Information**

Primary Complaint Type: Advertising Issues

Date Problem First Occurred: 2/4/2009

Date Purchased: 1/21/2009

Product or Service: I refuse to try a product that uses deception to sell.

Model Name or Number:

Invoice Number: 6136280

Amount Paid: \$0.00

Status: Closed



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### Reference Information



Open Date: 2/10/2009 8:33:36 AM Close Date: 3/9/2009 5:04:00 PM

### Customer Information



### **Company Information**

Intelligent Beauty, LLC. 2301 Rosecrans Avenue Suite 4100 El Segundo, CA 90245 Phone: (310) 683-0940

Fax: (310) 318-9064

Complaint Description - Posted: 2/10/2009 8:33:36 AM

In December 2008 I purchased some cosmetics for about \$41.00. On February 2 2009 Intelligent Beauty, LLC (IQ Derma) has charged my account, without my authorization, \$104.00 I had to close my account and cancel my ATM card but, I am having a hard time with my bank because of the order in December. I paid for what I got. It was nothing "free". Not to mention of the fact that it does not work AT ALL. I believed it to be a one time purchase, for which I was willing to risk \$41.00. I had no idea that this company will use my ATM number to charge my account at will. The company needs to imediately reverse these charges and notify me of it. I consider this to be a fraudulent act on the company's part. This was not a long term contract where I can be billed monthly. I purchased what they had advertised, I paid for it and that is the end of that.

Customer's Desired Settlement - Posted: 2/10/2009 8:33:36 AM

Imediately reverse the charges against my account or send me a check for the amount they have charged me.

Company's Response - Posted: 2/24/2009 2:06:47 PM

We're sorry that the details of our trial offer were unclear to you. The offer was to try a 60-day supply of multiple products FREE for 30 days. We do ask for a small shipping and handling charge up front, but we do not charge you for the products unless you decide to keep them. Our Bottom-of-the-jar guarantee means you can cancel within the 30 day period and return the products, even if they are empty, and you will not be charged for the product. We have set up this program to allow people to try our products before deciding to purchase them. We think this is a win-win situation, and apologize for the misunderstanding. At the time of placing your trial order you also accepted an offer to purchase a discounted upsell product, the Life without Wrinkles cream, for a 1 time charge of \$29.00. This was included with the initial trial S&H costs. While we do apologize for any misunderstanding regarding the details of the offer, this information was fully disclosed to you online before you entered your billing information and placed your order. It also was included in a confirmation email sent to you within minutes after you placed your order. We also included a copy of the offer details with your shipment. We indicate the terms of the offer every step of the way to ensure that you understand the offer details and have plenty of time to cancel your order before the 30-day trial period ends. Since you did not contact us to cancel your trial before the end date on 2/1/09, we did charge you \$104.30 for the products that you received. When you contacted us on 2/12/09 to inform us that you did not want to purchase your trial order, we then issued you Return Merchant Authorization # 523559 so that you may return your order to our warehouse for a full refund. Per your request, we have gone ahead and issued a full refund in the amount of \$104.30. As a courtesy, we have also cancelled the RMA# and we will not require a product return. We hope that you enjoy using iQ Derma.

Regards, Intelligent Beauty

Consumer Rebuttal - Posted:

### **Company's Final Response - Posted:**

**Additional Information** 

Primary Complaint Type: Billing or Collection Issues

Date Problem First Occurred: 2/2/2009

Date Purchased:

Product or Service: IQ Derma skin care products.

Model Name or Number:

Invoice Number:

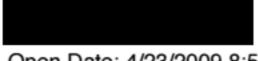
Amount Paid: \$104.00 Status: Closed



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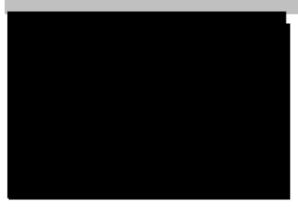
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### Reference Information



Open Date: 4/23/2009 8:53:55 AM Close Date: 5/20/2009 5:06:00 PM

### Customer Information



### **Company Information**

Intelligent Beauty, LLC. 2301 Rosecrans Avenue Suite 4100 El Segundo, CA 90245 Phone: (310) 683-0940

Fax: (310) 318-9064

Complaint Description - Posted: 4/23/2009 8:53:55 AM

I purchaced a 30 day free trial from IQ Derma in February. I didn't like it and sent it back. On April 15th money was taken from my account. I called on the 16th of April to resolve the matter and was told a refund would be credited back to my account. As of April 22nd I still had not recieved my refund. The money IQ Derma took from my account caused me to overdraft. I called again to resolve this and was told that the refund was never processed and they would do it right away. I wished to speak with a manager but no one would spak directly to me. I don't feel like I am responsible for the overdraft fees my account has now because of IQ Derma. They refuse to pay them for me. They are now saying that they don't show I sent the product back and they are giving me a curtousy credit. I sent this product back on March 19th, 2009. I feel they are responsible for the fees that I have incured because of their neglagence.

Customer's Desired Settlement - Posted: 4/23/2009 8:53:55 AM

I want my refund and I want them to pay the \$136 in fees to my account that were caused because my account has an unauthorized transaction from IQ Derma.

Company's Response - Posted: 5/7/2009 3:07:23 PM

We apologize for any possible delay in processing your return. According to our records, you did go online to cancel your trial & receive an RMA # for your return, However, our warehouse has no record of receiving your return. As a result you were billed \$84.50 when your RMA expired on 04/15/09. When you contacted us 04/16/09 to inform us that your package had been returned, we did issue you a full refund. In order for to assist you with any additional fees incurred, please provide us with specific tracking information for your return. Once that information is received, we will be able to further assist you with your request.

Consumer Rebuttal - Posted:

Company's Final Response - Posted:

### **Additional Information**

Primary Complaint Type: Refund/Exchange Issues

Date Problem First Occurred: 4/15/2009

Date Purchased:

Product or Service: The product caused my skin around my eyes to become very dry and flake

Model Name or Number:

Invoice Number:

Amount Paid: \$220.50 Status: Closed