

----- Forwarded message -----

From: <igeniuses@reply.repairshopr.com>

Date: Wed, Dec 14, 2016 at 3:44 PM

Subject: Violation Of Terms Of Service

To: [REDACTED]



Hello Steffen -

It has been brought to our attention that a violation in our terms of service has occurred. This is a courtesy notice to make you aware of this violation, and to provide you with the opportunity to remove this information from any and all review sites immediately, so that further action is required on our behalf.

When placing your order for service you agreed that you read and understood the Terms Of Service. Specifically you agreed to the following -

4. Social Media & Arbitration Addendum - All customers agree not to attack/criticize/disparage/defame i-Geniuses.com or any of its employees, associates or partners publicly (on public forums, blogs, social networks etc). Similarly you agree not to seek any SEO advice on SEO forums, blogs, community groups or any social media in a way which brings bad name to i-Geniuses.com or any of its employees, associates or partners. In case of breach of this clause, you agree to pay any reasonable costs associated with the restoration of i-Geniuses.com's reputation and any and all business losses as directly related to your actions or actions of those directly or indirectly influenced by your prohibited action.

You have violated these terms by:

- Publishing false information in a public forum: In your Yelp review you state that you were not aware of our prepayment policy, diagnostic fee policy and storage fee policy. These items are all listed and agreed to in the terms of service when placing your order.

- Accusing i-Geniuses of fraud, unethical practices, lying to you and other accusations defaming our name and character.

Your statements on Yelp made in reference to i-Geniuses are utterly false and without merit, and are defamatory. Please consider this as our final notice to you to immediately remove your false statement from any and all social media platforms, or we will be forced to escalate this matter to our attorney and exercise our legal rights outlined above in the Terms Of Service to recoup any and all damages as related to these violations.

We would like to outline our process for handling these types of violations -

1. Send you a notice to voluntarily remove the defamatory review (Completed)
 2. Our Attorney will send a formal Cease & Desists notice outlining our demand that you remove the defamatory statements and our intention to file a lawsuit to recover damages plus attorneys fees as a result of your false allegations and defamatory statements. This letter will give you 7 days to remove the false statement, If you fail to do so our attorney will immediately file a lawsuit in the state of Texas.
 3. Once the lawsuit has been filed we are required to notify you that you are being sued, at that point you can hire an attorney in Texas and we can litigate a solution. If you or your attorney fail to file an Answer to the lawsuit by the deadline the judge will typically enter a default judgement for the Plaintiff (Thats Us) awarding us our requested damages.
 4. Our attorney will then submit the default judgment to Yelp to have the false and defamatory statements removed. We will then begin the process of collecting the damages and attorneys fees from you awarded to us by the Judge in the default judgement.
- Thank you in advance for your attention to this matter.

Sent with care from i-Geniuses.com

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