

Bank of America

Account Number ending in: *****

Case Number: 920*****

Date March 30, 2019

Dear Bank of America,

Per your letter to me regarding my chargeback request related to IYZICO SINEMIA COM ("Sinemia"), here is my letter explaining the issue. I think you will see that my chargeback request is credible.

1. Sinemia is a movie theatre subscription service. For a set customer paid amount (either monthly, quarterly or annually), the customer will receive 3 movie tickets per month paid for by Sinemia for basically any movie theatre in USA (the "Service").
2. Sinemia's website ("Site") had three plans: (1) for \$14.99 per month paid monthly and cancellable (by customer) monthly, you would get three movie tickets ("Monthly Plan"), (2) for approximately \$40 per quarter paid quarterly and cancellable (by customer) quarterly, you would get three movie tickets per month during such quarter, and (3) for \$119.88 per year, payable annually and cancellable (by customer) annually, you would get three movie tickets per month for each of the 12 months in the annual period (the "Annual Plan").
3. Sinemia would sell the Annual Plan by explaining that by paying for the whole annual amount, you would pay less monthly for your three tickets than if you did the Monthly Plan (that is, \$9.99 per month for Annual Plan vs. \$14.99 per month for Monthly Plan). This is typical with any type of monthly service (if you pay for your service annually, your monthly rate is typically reduced because the merchant gets all your money upfront).
4. However, regardless of the fact that I paid annually, what I was buying (and in fact what they were selling per their Site back in October 2018) was the right to get three tickets each month for 12 months during the Annual Plan period.
5. I decided to purchase the Annual Plan in order to save money on the monthly amount, and that is the \$119.88 Sinemia charge you see on my BOA card on October 12, 2018. Of this charge, I am requesting back approximately 7/12ths (or \$65) since (as further explained below) Sinemia, without cause and in bad faith, cancelled my Sinemia Service (and such termination occurred about 5 months (5/12th) into my Annual Plan).
6. My service started approximately October 19, 2018 because it took Sinemia awhile to activate my Annual Plan.
7. Until March 22, 2019, I was able to use the Service, pretty much as advertised (although Sinemia added hidden fees, etc., but not at dispute here with BOA).
8. During the Service Period (that is October 19, 2018 through March 22, 2019), Sinemia purchased for me approximately 2-3 movie tickets per month. I would say likely aggregate number is around 14 tickets. While some of these were often matinees (and thus a bit cheaper), I would guess that the aggregate paid for my movie tickets by

Sinema during the Service Period was likely around \$9 per ticket (14 times \$9 = \$126 rough estimate). Regardless, what I paid Sinemia for and what Sinemia agreed to give me is 3 movie tickets per month for a year.

9. About a month ago, per the Reddit SubReddit that I read (Subreddit is Sinemia), Sinemia suddenly began to terminate many customer accounts claiming that the Customer had committed fraud or other breach of TOS. I can tell you that all the Subredditt posters completely refuted this and said that they were all Annual Customers and that they were using all three tickets per month, and (in the subreddit poster's view) Sinemia was terminating because Sinemia struggling with business model and running out of money.
10. In addition, while claiming customer fraud, they (notwithstanding putative fraud by customer) offered a "refund" to the customer. The Sinemia offered "refund" would be the Annual Fee paid Minus the value of all movie tickets purchased by Sinemia for the Customer (regardless of number of months left on the Annual Plan).
11. Obviously, this is likely not a legal refund by Sinemia. Their TOS and Site never disclosed this crazy idea (i.e., we can unilaterally terminate your Annual Plan at any time by claiming fraud and refund you the Annual Plan cost you paid Sinemia minus all tickets Sinemia purchased for you). No, in this situation, where you are basically pre-paying for a Monthly Plan ahead of time (and in fact that is how Sinemia sold it), when the Merchant fraudulently and in bad faith does mass terminations claiming (falsely) that Customers were committing Fraud, the refund HAS to be the refund of the value paid by Customer of the Unused Months on the Annual Plan. Otherwise, what they sold me back in October 2018 is a complete Fraud. I would have been much better off purchasing the Monthly Plan (5 months times \$14.99 (\$74.95) for my 14 tickets (value still \$126) vs. their fraudulent "refund" scheme (\$119 during same 5 months minus \$126 paid for tickets = \$0 refund, so I would pay \$119 for five months vs. \$74.95). Yet, they sold the Annual Plan as the better and cheaper plan (forgetting to tell customers that they can claim phony Customer fraud, terminate, and use this phony "refund" scheme).
12. On March 22, 2019, I went to the theatre and attempted to use the Sinemia App on my iphone to purchase a movie ticket, and I got the dreaded notification that my account had been terminated due to my fraud (please) or TOS violation (please). This notice is attached as Exhibit A.
13. I can aver to BOA that I used the Service completely as intended with no fraud or TOS violation on my part whatsoever, ever. No one used my Service other than me, ever, etc. Sinemia basically saw that for the next 7 months, I would be getting movie tickets from them for \$0 (since I had already gotten basically \$126 in value from them already). They therefore (like many others) decided to unilaterally terminate my Annual Plan (with 7 months left) and then offer a completely unacceptable and fraudulent "refund". They are trying to stick me with the bill for their sorry-ass business model.
14. While it is likely typical that one should then email or what have you the Merchant, since I would never accept this fraudulent scheme from them (that is, I would first tell them I did no Fraud, and also that in no event do I agree to their Refund Scheme), I am not sure I need to email them. Anecdotally I can tell you, they will only agree to the fraudulent refund scheme when customers actually do get a response (which is not often). But, in order to mollify BOA, I did send them a message via their message

center. You can't see whole message since I could not get a copy, etc., but attached as Exhibit B is such correspondence to them. I basically told them NO FRAUD by me you dumb crooks, so reinstate me post-haste. I then told them, if they insist on termination, I want a refund of 7/12ths of 119.88.

15. I have gotten no response.

16. Also, this scheme has now been reported in the wider media. Google search "Sinemia Terminations".

17. I would be surprised if you don't have many chargeback requests from other BOA customers. While my facts and statements above stand on their own, if you do suddenly have many Sinemia chargeback requests from otherwise up standing BOA customers (such as me, a preferred members client who has never once in over 15 years requested a chargeback from BOA), then the problem is Sinemia, not your customers.

18. So, I am asking for \$65 back (approx. 7/12 of 119). Also, I paid for a Sinemia gift card to pay for other fees that arise, and that was a \$35 purchase. I request that back too, since I can't use gift card now.

19. Please call me if you want: _____

Sincerely,

[my name]