

EXCERPTS FROM READER E-MAIL FOR FTC HIGH TECH WARRANTY PROJECT

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We received Visio 2000 Enterprise and we've attempted to install it on three different Win2K machines including one in which Visio was the first and only app to be installed (or attempted). On one PC, after much pain and suffering, it actually installed--except that the PC would lock up every few minutes requiring a hardware reset to restart it. We've gone through every single permutation of the workarounds MS suggests for this problem and no dice. Hell, we even have one PC that now has a "Visio Installation" according to Win2K but which does not work and can't be uninstalled. We have already had to reinstall the complete OS twice due to this problem. We've paid a considerable amount of money for this tool--something critical to our development efforts. It has been advertised and sold as enterprise class software. We have spent more money still in lost productivity in trying to simply install it. This is unacceptable. How can MS justify releasing this software in the state it is in. Further, how can MS justify charging us for support for software that does not meet even limited advertised functionality? If it cannot be installed then it does not work. It is very obvious from their numerous TechNet articles that this is a BIG problem MS has been aware of for quite a while. Where is the fix? OR failing that, how do we get our money back?

Correct me if I'm off-base here, but doesn't it seem unethical (or just plain wrong) to charge/bill a customer (as in receive money) for merchandise they have not only NOT shipped, but also sold (as a unit) and later discovered CAN'T be shipped because the pieces-parts are incompatible?

Aberdeen, Inc. just did that very thing to me and it really gripes me. To the best of my recollection, it's the first time in fifteen years that I've made a mail-order purchase (phone or internet) and had my credit card charged a week before the vendor even thought about shipping my merchandise. To top matters off, I called to make a "compatible" selection and was then told that components were out of stock and I probably wouldn't see them for at least another week. Only when I cancelled the order did I learn that they had charged my credit card the day after I placed the order and would have to issue a credit. I shudder to think how long that process will take. Their reasoning, by the way, was that they are a "custom shop" which makes it somehow necessary to charge their customers up front. What about all their competitors that sell exactly the same merchandise? I've bought from most of them too and they never felt it was necessary.

Maybe this happens all the time to other folks, but I've bought thousands of dollars of all kinds of merchandise from dozens of

To Whom It May Concern:

I am writing to express my anger with the service at Insight Development Corp..

Let me briefly recount my experience:

I want to know when Insight is going to pay my Compensation of \$800.00 for the computer Virus that destroyed My PC from the CD "Zip Up The Web" that I got from Insight Development Corp. ???

I am a new customer of Insight Development Corp.. As a result of this experience I definitely will not use Insight Development Corp. again. I definitely will tell people about this matter. I believe that this kind of service will have a negative impact on your business.

I know that you wish to correct this situation as quickly as possible, so I am asking that Pay My Compensation Of \$800.00 NOW !

Thank you for taking the time to read this.

I have a new complaint for your consideration. I have Quicken 2000 Basic and I have been a Quicken user for more than 8 years without any problems what so ever. Recently, as I started to use it I noticed that none of the drop-down windows work. Everything I tried brought up the Help screen. I can't load a file, change accounts or review anything. An un-install & re-installed failed to correct the problem.

A call to Intuit resulted in "Give me your credit card number and I'll tell you how to fix it."

I now have a worthless piece of software. After being a loyal customer for 8 plus years, this is what I get.

Here's a prime example of why people are afraid of using ecommerce. Staples.com was running a special on a 17" monitor. \$179 with a \$80 rebate. I jumped online and ordered the monitor and got my confirmation order number. I then got the attached email, which seemed to indicate that due to an out-of-stock situation my entire order (monitor and anything else ordered) had been cancelled. If I wanted to try my luck again, I could log back on in 3-5 days and try ordering again. Not exactly a customer service friendly message.

After contacting a live person, I found out that the Staples.com system and Staples internal ordering systems were not connected. So, should anything go wrong, the customer was responsible for any re-ordering or status checking. In this particular case, the monitor was a discontinued product and therefore couldn't be back-ordered and I was out of luck. Not that I would have known this if I hadn't called though. I would have tried again in 3-5 days and have probably gotten the same strange message. This is the second time I've ordered from Staples and have gotten a completely unintelligible error message that didn't provide any guidance on what the customer should do next.

Sonicwall Pro so I went to their web site and downloaded the latest version of their firmware (4.2.0) and uploaded it into the box. Upload seemed to go well but I found that our access to the web was gone. Could ping anyone, e-mail SMTP was working fine but no HTTP.

Standard support is just via e-mail. Sent message in the morning, got an answer at the end of the day. Tried a couple of their suggestions. No luck. Next day bit the bullet and called on a per-incident line for tech-support. Tech put me hold to check out something. Tech told me the problem was indeed with the new firmware.

It so happens that one of the biggest reasons we went with this box was its ability to automatically forward (proxy relay) web requests to our proxy server. A real nice feature as we don't have to visit all our workstations to add/change the proxy settings and you can restrict users from any other proxies. Turns out that in this new version, this feature is just plain broken. Requests for web pages just go nowhere.

Tech e-mails me an older version of the firmware (or I could have waited for a new version of the software due to come out RSN). Everything is now ok. They even agree to waive the fee for call. Nice.

At this point I'm pretty understanding. These things happen, for what we paid for the box I can't complain about the e-mail tech support. I certainly could have paid three times more for something like a Cisco PIX to get better support, but this was our choice.

But here's why I'm writing this. This morning I received an automatic notification from the company about a new firmware upgrade for the Sonicwall. Turns out it is the same broken version I had tried and no mention in the message about the problem I discovered!

In a nutshell I have no problem understanding that bugs do occur in products sometimes. I am concerned though about a vendor we've selected when they knowingly market a product which is defective and will cause their customers grief.

Thanks for letting me unload,

I placed an order at Egghead.com last Monday at 5:30 p.m. EDT. When I hit the "purchase" button, I got an error message specifically telling me the purchase did not go through, and to reload the previous page and press the purchase button again -- which I did.

A few minutes later, I got e-mail notifying me that both orders had been processed (and charged to my Visa check card, because we don't have a real credit card). I phoned immediately, and was told they would have to send a stop shipment order to the warehouse, and that I should have a refund in 24-48 hours. I was also told to reject any packages shipped under the duplicate order, so that I would not be charged.

On Tuesday, I received several shipment notices, half from the valid order and half from the cancelled one -- in other words, despite having more than 12 hours to do so, Egghead was unable to stop the order from shipping. As it was slated to be delivered Wednesday, I contacted them again that morning to ensure that my refund was processed and assure them that I would reject the improper shipment.

back to them, which will end up costing everybody something. How stupid and arrogant can a company be?

What kills me is, I followed the instructions on their web site to the letter when the order attempt failed, and then their customer "service" rep had the audacity to tell me I should have assumed it went through. And, despite the fact that I called them within minutes of learning that there had been an error, they were still shipping parts of that order more than 36 hours later.

If they keep this up, it's no wonder they're projected to go broke soon ... because I've been buying from Egghead, Onsale and/or Surplus Direct for more than 10 years, and they've just lost me as a customer -- not to mention what I'll tell others about them.

To whom may be interested:

I just learned after loosing several years of tax files that if TurboTax files are written to Zip disks they can never be opened again.

Intuit's tec support person told me they have known of this problem for some time. Of course there is nothing in their documentation about it. They have not advised users either. And, believe it or not, they are not doing anything about it. How is that for an "I don't care attitude!"

I can not believe that a software company can be so arrogant. You would think they would care more about their users.

Frankly, I'm about fed up with Intuit and its products. I also use Quick Books and it has it own problems that they don't seem to care about.

I'm now looking for another accounting/tax software vendor that's more interested in doing things right and supporting customers.

This is just an FYI should you receive more complaints on this company.

I purchased InfoSelect many years ago and upgraded as needed. About a month ago, I upgraded from version three to version five.

After using it for a few weeks, I found six bugs. Via their web page, I sent six notes to Tech Support. Two were fixed via documentation; that is, they provided me procedures that were not in the online handbook. They stated they will be included in future releases.

Of the other four problems, one is a behavioral item which probably will not be fixed. One I have not heard back on yet and the other two they admit are bugs but can not tell me when or if they will fix them.

Since I could not get an acceptable answer via e-mail, I called them. The answer I got, in a nutshell was:

- All software has bugs
- We will not fix those in any "dot" release of version 5
- We may fix in version 6
- No, I can not tell you when version 6 will be available
- If you don't like our answer, we will refund your money

and a 300 watt Enlight power supply. I received the case right away, and received an email saying that the Enlight 300 watt power supply was out of stock for 2-3 weeks.

No problem I thought, I would cancel the order for the power supply. So I send an email to upgradesource.com asking how I go about canceling my order, and am pointed to a cancellation page on their web site. When I get to that page I see that there is a \$10 cancellation charge. Funny, I didn't see anything out that fee when I ordered.

I've sent them an email asking about this, and they don't seem to bother answering them. I can't call them because of my work hours.

Just a word of caution.

We run a legal shop here, but it is very aggravating to deal with the software companies. I try to setup most of our applications so that they run from the server and that idea seems foreign to most software. I would also like to understand how a copyright means that you can only run the software on a specific machine without concurrencies? Will publishers next make us buy multiple copies of their books so that one can be read in bed, another in the office and a third in the bathroom? How did the software companies ever corrupt the copyright issue so much? I don't mind paying for a product, but I don't like being told not to use it after it is purchased.

Another piracy issue is the confusion at the software companies themselves on their licensing. When you try to license for several seats at a time, different people at the software companies give different answers on what you need to purchase and what the license agreement means. If their own people don't understand the rules, how is the customer supposed to?

I recently made a purchase on CDNOW.com for the first time. At first, I was pleased with the pricing and quick turnaround. However, I just received a letter in the mail from Time Customer Service "thanking" me for trying out a subscription to Entertainment Weekly as a CDNOW customer. The letter basically says that I will get eight free issues and that if I do not cancel, my credit card will be *automatically* billed \$19.95 for an additional 12 issues. At no time during the CDNOW purchasing process did I authorize the subscription. There WAS a pop-up window that came up offering a free trial subscription, but I just closed it without clicking on anything.

So there are two obvious problems here. First, they subscribed me without my consent. Secondly, and worst of all, they gave my credit card information to another company! Who knows how many other companies they have given my credit card number to. Isn't this illegal? (It should be!)

According to the Federal Trade Commission (FTC), any unordered merchandise you receive through the mail can be considered a gift, and if you are billed for said merchandise, that it may constitute mail fraud. I think that's a great law, but what if the fraudulent company already has your credit card number and can charge you at will?

form resellers or subcontractors who may have experience the same. Here goes...

I own my company and as part of our services we do subcontracting work (installation, troubleshooting, etc) for other resellers. Last week we were contracted to do an installation, this went fine the job was completed. Two (2) days later the client needed to turn the server off, so they called the reseller who told them to turn the server off at the switch. Not sure if this caused a corruption but I ended up spending 8.5 additional hours trying to fix a licensing issue that required the assistance of the manufacturer technical support, we got it going and all was fine except certain components were missing. Six (6) days later the server had to go down again except this time it was brought down correctly, only this time the license again corrupted itself and the fix we applied the first time did not work therefore we had to call the US to get a fix (due to tech support here was closed...) the client paid the \$US100 and got the fix in less than a 5 minutes. What ticked us off was the problem was a known problem but had not been posted on their web site.

Now here is the real problem, the reseller does not want to pay for the additional work because they are stating it is a manufacturer's problem and not theirs, the client shouldn't have to pay because if it was due to a corruption that the reseller's information caused. But who do you think is being held liable, we are. The reseller is trying to say that because the engineer is trained in the software they should have a channel where they can get the latest information. I say once the installation was completed, and everyone agrees the installation was performed correctly, any problems arising from the functioning of the software is a problem between the reseller and the manufacturer.

I didn't used to demand evaluations before I bought a product. In the past, I requested literature, spec. sheets, and talked with sales people about the product, the environment it was going into, and the issues we expected to resolve with it.

But times have changed. Literature is now almost entirely given over to marketing and hyperbole. Spec. sheets are often not available. And if they are, are frequently incomplete. As for the sales folk, they often "accidentally" leave out important details or simply lie outright. Finally, as if that weren't enough, once you get the product, it is now more difficult to return it if it doesn't work. You know the conversation...

"Is the software in its original package"... "No"... "I'm sorry sir, we cannot accept a returned product once the software has been opened"... "But I can't test the [insert hardware product here] unless I load the driver which means I *have* to open the software!"... "I'm sorry sir"....

As a result, evaluations are all I have left to protect me from buying "a pig in a poke". If vendors would clean up their sales act, many of us would be happy to drop the whole eval. thing altogether. But until they do, we can't.

Let me give you a real-world example. We were looking at acquiring some

earthshattering, but annoying and time-consuming. Things we had been told would work in our environment by our sales rep. didn't and no one at the vendor could understand "why he would say that". Other things had not been tested and were found to be "broken" when actually put into a production environment. Still others had "requirements" not identified when the environment was initially discussed ("oh, actually you'll need A and you'll have to reconfigure B in order for that to work").

It took a year to resolve the various issues. But before that time was up, I got a call from the top sales manager at the company asking why we hadn't bought the product and (essentially) complaining that "they had spent a lot of time and money on us" and didn't have anything to show for it.

My response was, "How is that my fault? If your product was what I was told it was and without bugs, we wouldn't be having this conversation."

I am convinced that if we had purchased the product instead of evaluating it, we would have been expected to pay for "support" to resolve issues that were clearly the responsibility of this company. As long as this kind of environment exists, the demand for evaluations, high vendor involvement, and the inevitable abuses of both will continue.

I thought you might find some interest in my recent experience with Caere, publishers of Omnipage Pro (a good product, nevertheless!)

I bought Omnipage Pro 9, installed it, only to find (not listed anywhere in the license agreement to which I was obliged to agree prior to loading) that I could only run the product 25 times before I HAD to register. And in order to register, I had to supply name, address, phone number, email address, serial number and model of my scanner and so forth. And if I ever decided to change machines on which I ran the product, I would have to go through the permahold line at customer service to change the registration and get a new key...

Now I object to supplying much more than my name and address- my phone is unlisted, and my email isn't for the use of spammers or vendors trying to sell me products. It took 45 minutes to get COMPUSA to agree to allow the return of the product, which was an hour's drive away.

For the first time, I scoured the hacker links on the web to find a registration hack, used it and recommend it. Love Omnipage Pro 9, love the hackers who make it a useful product. And I haven't violated my license agreement!

You need to be careful about maintenance agreements. We had one (MicroFocus COBOL Workbench) that basically let us report bugs. If we were still covered by maintenance when they fixed the bug then they sent us the bug-fix. If not, too bad. As for problems using the product, those were 'how-to' problems that required a Premium maintenance agreement for an extra \$6K/copy/year. We now have that and it's limited to 8 problems/copy/year.

Most of the problem I've had with that or any other software is determining whether or not I can do what I want to with it. When I know

really makes me wonder what we're paying for.

I know you've heard the story before, regarding vendors pumping out software before it's ready, but my recent experiences with Delorme are so bad, I just had to complain to somebody, and Delorme apparently isn't listening.

First of all, prior to this year, I have been a cheerleader of all of Delorme products. I religiously upgrade the AAA Map N'Go and Street Atlas releases. I have the original Tripmate GPS and just bought the new Earthmate GPS. Their support used to be terrific, compared to the average PC vendor support. In the last year however, they have released more bug ridden software than I can accept.

It started with Map N' Go version 4. It was supposed to be able to import maps from Street Atlas, in order that I could Map trips with Street Detail Accuracy. Once I bought the product, I found that the Extract utility was not yet ready. That was four months ago, and the link on their web support page still says "Stay Tuned".

Then I bought their new TopoUSA package which was a four CD set of USGS type maps. None of the four CD's could be installed or accessed by any one of my three computers. I sent Delorme support three E-mails about the problem. None were answered. After waiting 45 minutes on their TOLL support line, I was told that there was in fact a problem with the mastering of their CD's and a new set would be sent to me next week. Next week came and went. In fact the next month has come and went. Another call to their TOLL support line and another 25 minute wait explains that they are almost done testing the new mastering machine and the CD's would be mailed soon. I wonder if I'm going to get interest on my \$100.

Finally I upgraded my Street Atlas to version 6, and bought it with the new Earthmate GPS. I'm happy to say that I've found no problem with Street Atlas (yet) other than the fact that they removed the "Points of Interest" (hotels, restarants, etc) and left only the ones close to Highway exits. Obviously so they could sell more of their Map N' Go product, which would suit me just fine, if the two packages would interact the way they were supposed to (extracting detail maps from SA to use in MNG). However, the Earthmate GPS didn't work with Map N' Go. The Earthmate manual claimed that in order to use it with Map N' Go, I needed to download an upgraded driver from their web site (why not include it). I found the driver on the web site, and guess what... IT DOESN'T WORK! Another call to the Delorme TOLL support line, another 10 minutes, to find that the driver on their web site is not working and a corrected one will be released soon.

Needless to say, my opinion of Delorme has hit rock bottom!

Around November 15th, I found a coupon on the 'Net for \$10.00 off on purchases made by new Buy.Com customers. Well, being the opportunist that I am (after all e-commerce companies are giving money away just to increase revenues so that their principals can make a killing in the stock market -- but that's another story) I quickly hurried to their site and found a fabulous deal: Jumanji, Flubber, and Casper video bundle for \$15.49 (with free shipping and handling.) Well, momma didn't raise no fool, so I promptly ordered the items, and with the \$10.00 off coupon, my total was

problem and was told that email was only provided once the order had been shipped. Insensed, I asked to speak to a supervisor. The supervisor was very apologetic and told me that he was personally ordering the three movies for me from their warehouse.

Well, that was almost another two weeks ago. On Sunday, I called customer service and was told that they were out of stock on the item that I'd ordered. Needless to say, I'll never shop at Buy.Com again. I figure if they can't take care of a small order why would I trust them with a more significant order.
