

Formal Complaint Form

THE WIRELESS STORE

Customer Name (Please Print)

DOUGLAS W. HOCH

2038 W. STATE ST.

Customer Address

FREMONT, OHIO 43420

City

State Zip

Against

422847585

Account Number

1639 S. WASHINGTON ST.

Customer Service Address (if different from above)

CENTURY LINK

Utility Company Name

MILLERSBURG, OHIO 44654

City

State Zip

Please describe your complaint. (Attach additional sheets if necessary)

CENTURY LINK CLAIMS THEY INFORMED US OF AN EARLY DISCONNECT PENALTY WHEN WE BOUGHT THEIR SERVICE WHICH IS FALSE. WE NEVER ENGAGE IN MULTI-YEAR CONTRACTS FOR PHONE AND INTERNET. THEY CLAIM THIS FEE AND 3 YEAR TERM WAS STATED ON THE "WELCOME LETTER" AND "END USER" AGREEMENT THEY SENT US AND THAT IS ALSO FALSE. I HAVE INCLUDED A COPY OF BOTH OF THOSE. NO TERM IS STATED FOR OUR SERVICE AND NO EARLY TERMINATION AMOUNT IS STATED EITHER.

THEIR FALSE CLAIM OF A \$200 EARLY DISCONNECT FEE NEEDS TO BE ELIMINATED.

Douglas W. Hoch

Signature

(419) 355-7200

Customer Telephone Number

RECEIVED-DOCKETING DIV

2014 JUN 25 PM 2:36

PUCO

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.

Technician SM

Date Processed JUN 25 2014

ATTN: TAMMY MITCHELL
CASE# DHOC 0402141M



CenturyLink™

Millersburg



The Wireless Store
2038 W State St
Fremont, OH 43420-1554

February 10, 2012

BAN: 422847585

RE: Confirmation of Service Letter

Dear Valued CenturyLink Customer,

We recently processed an order to establish your new CenturyLink account. As confirmation of your recent order, you will find your list of services on your first billing statement. Please review this information for accuracy. If you believe that your billing statement does not accurately reflect the service(s) you ordered, you should contact us immediately at our Customer Contact Center:

1-800-201-4099 (Residential customers)
1-800-201-4102 (Business customers)
1-800-809-1410 (High-Speed Internet customers)
1-888-872-7313 (Dial-Up Internet customers)
1-800-824-2877 (Repair)

Customer Service Hours are Monday-Friday 8am-6pm

If you prefer to send your correspondence by mail, please write to:

CenturyLink
Attn: Customer Service
100 CenturyLink Drive
Monroe, Louisiana 71203

You can also send us your questions via email by visiting our website at: www.centurylink.com

CenturyLink provides residential long distance services, detariffed business services and Internet services under the End User Agreement included in this mailing. Your use of any of these CenturyLink services will be your agreement to all terms and conditions of the End User Agreement. If you do not want to agree to the End User Agreement, you must cancel your CenturyLink residential long distance service, detariffed business services and/or Internet services by calling CenturyLink at the applicable number shown above.

If you have a complaint that is not resolved after you have called our contact center, or for general utility information, residential and business customers may call the Public Utilities Commission of Ohio (PUCO) toll free at 1-800-686-7826 or for TTY at 1-800-686-1570 from 8:00 a.m. to 5:00 p.m. weekdays, or visit www.puco.ohio.gov.

Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or visit www.pickocc.org.

Thank you for choosing CenturyLink as your communications, high-speed Internet and entertainment provider.

END USER AGREEMENT (review both sides)

CenturyLink is pleased to provide You with telecommunications, information, directory and other services ("Service" or "Services"), as well as related equipment ("Equipment"). For purposes of this Agreement "CenturyLink", "We", "Us", or "Our" means CenturyTel of Ohio, Inc., United Telephone Company of Ohio, its subsidiaries, affiliates and any other person or entity doing business as CenturyLink and providing Services and/or Equipment to You (and any agents of the aforementioned entities, including any billing agents). As a condition of using such Services and/or Equipment, You ("You" or "Your") agree to accept and comply with the terms of service set out in this End User Agreement, as amended from time to time ("Agreement"). YOUR USE OF THE SERVICES AND/OR EQUIPMENT CONSTITUTES YOUR ACKNOWLEDGEMENT AND AGREEMENT THAT YOU AGREE TO BE BOUND BY THIS AGREEMENT. THE TERMS OF THIS AGREEMENT WILL APPLY TO ALL SERVICE(S) AND/OR EQUIPMENT YOU PURCHASE FROM CENTURYLINK NOW, OR IN THE FUTURE, UNLESS SUCH TERMS ARE SUPERSEDED BY TARIFF, OR ARE SUPERSEDED PURSUANT TO THE TERMS OF A SEPARATE AGREEMENT OR AGREEMENTS. EXCEPT AS SET FORTH ELSEWHERE IN THIS AGREEMENT, CENTURYLINK RESERVES THE RIGHT TO CHANGE THE TERMS OF THIS AGREEMENT, AT ANY TIME, AFTER GIVING NOTICE TO YOU. If You have any questions about these terms of service, You should speak with a CenturyLink representative.

1. **Our Obligations.** We will provide the Service(s) and/or Equipment that You have requested from CenturyLink, at Your requested service address, pursuant to the terms of this Agreement. With respect to Regulated Services (as defined in Section 13), You have certain rights and responsibilities under the Minimum Telephone Service Standards (Ohio Adm. Code 4901:1-5) ("MTSS"). These safeguards can be found in the Appendix to Ohio Adm. Code 4901:1-5-03, which is entitled "Telephone Customer Rights and Responsibilities." These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service. With respect to Regulated Services, the MTSS shall control in the event of any conflict between the provisions of this Agreement and the MTSS.
2. **Your Obligations.** You will (a) provide all information, access, and support required for timely installation and proper use of Our Services and Equipment; (b) assure that Your use of the Services and Equipment is at all times consistent with the use intended, is not utilized in any unlawful manner, and is used in such a manner as to prevent damage to Our network, Equipment, and/or other customers; and (c) make full and timely payments as provided for in Section 4 below.
3. **TERM.** THE TERM OF THIS AGREEMENT SHALL BEGIN ON THE DATE ON WHICH YOUR SERVICE OR EQUIPMENT IS ACTIVATED. THIS AGREEMENT WILL CONTINUE IN FULL FORCE AND EFFECT UNTIL YOU ARE NO LONGER RECEIVING SERVICES AND/OR EQUIPMENT.
4. **Payment and Billing.** You agree to pay to CenturyLink all invoiced charges (plus applicable taxes and regulatory charges regardless of whether they are required to be collected from the user) on the terms and within the time periods indicated on the billing invoice, or as provided for in this Agreement. Charges will begin to accrue at the time Services and/or Equipment have been activated and are due within thirty (30) days of the invoice date. If any amount due is received after the payment due date or in funds not immediately available on or before the payment due date, a late payment charge of up to 1.5% per month, or the maximum rate allowed by law, will be assessed. If Your check or other like instrument is dishonored by the depository institution on which it is drawn, We will also charge You a bad check charge not to exceed the maximum amount allowed by law. If You dispute the validity of a charge or need additional information regarding a charge, You must contact Us within forty-five (45) days of receiving the statement containing the charge. You acknowledge and agree that, subject to applicable law, We shall neither review for correction nor be liable for any invoiced charge unless You notify Us of Your dispute within that forty-five (45) day period. Such a dispute will not result in an automatic refund or credit of the disputed amount, and it will not relieve You of Your obligation to pay Your full bill on time. Should You file a timely dispute, We will review the dispute, and provide You with a credit or refund, should We find the dispute to be valid. We may, but are not required to, accept partial payments from You. If partial payments are accepted, they may be applied first to the oldest outstanding charges. If You send Us checks or money orders marked "payment in full" or otherwise labeled with a similar restrictive endorsement, We may, but are not required to, accept them, without losing any of Our rights to collect all amounts owed by You under this Agreement. **WE MAY CHANGE OUR RATES AND TERMS AT ANY TIME BY GIVING YOU NOTICE THEREOF AT LEAST FIFTEEN (15) DAYS PRIOR TO THE EFFECTIVE DATE OF THE CHANGE. CONTINUING TO SUBSCRIBE TO, USE, OR PAY FOR THE SERVICES AND/OR EQUIPMENT AFTER ANY CHANGE(S) IN THE PRICES, CHARGES, TERMS OR CONDITIONS ARE EFFECTIVE, MEANS THAT YOU AGREE TO THE CHANGES. YOUR SOLE REMEDY FOR ANY CHANGE MADE BY CENTURYLINK PURSUANT TO THIS SECTION 4 IS THE RIGHT TO TERMINATE THIS AGREEMENT ON OR BEFORE THE EFFECTIVE DATE OF ANY SUCH CHANGE.**
5. **Equipment.** Unless You and We specifically agree otherwise, Equipment installed by CenturyLink is Our property, and We have the right to access, maintain, remove, replace or take any other action in connection with the Equipment at any time for any reason.
6. **Credit Inquiries, Credit Limits and Deposits.** You authorize Us to make inquiries and to receive information about Your credit experience from others, including credit reporting agencies, enter this information in Your file and disclose this information concerning You to appropriate third parties for reasonable business purposes. If it is determined that You may be a credit risk based on (a) an unsatisfactory credit rating or lack of credit history; (b) a record of late payments for either present or past bills (including Our bills); or (c) prior fraudulent, illegal, or abusive use of any of Our services; then as a condition of service We may require that You place a deposit with Us or make an advance payment to secure payment for the Services We provide to You. Your deposit and/or advance payment will not exceed the amount of any non-recurring charges to initiate service, plus the estimated recurring monthly charges for one (1) month of Service billed in advance, plus the estimated usage charges for two (2) months of Service billed in arrears, such as long-distance service. You may also be required to pay a security deposit for equipment obtained from Us. You will not receive interest on any advance payment, which will be applied to all subsequent bills until exhausted. You will receive interest on any deposit at the maximum rate allowed by applicable law, which shall be added to and considered part of Your deposit or paid to You at Our option. If You fail to pay for the Services or Equipment when due, We may, without providing You notice, apply the deposit to offset the amount You owe Us. If there is a credit balance on Your account after the deposit is applied, We will refund or credit that amount to You. Please allow up to four (4) weeks for the processing of a refunded deposit. Based on Your payment history or Your credit score obtained from credit reporting agencies We may, subject to applicable law, set a credit limit on Your account at any time. If You exceed Your credit limit, We may, subject to applicable law, restrict Your access to the Services and/or Equipment We provide, such as direct-dialed and operator-assisted long-distance services and calls requiring a 900 or 976 prefix. In the case of telephone service, this restriction on Your access to the Services will not affect Your access to or use of 911 emergency services.
7. **DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.** SERVICES AND EQUIPMENT DESCRIBED HEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND. WITHOUT LIMITING THE FOREGOING AND TO THE EXTENT PERMITTED BY LAW, CENTURYLINK MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO SERVICES OR EQUIPMENT HEREIN REFERENCED. YOU AGREE THAT CENTURYLINK WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES INCLUDING WITHOUT LIMITATION, ANY LOSS OF REVENUES OR PROFITS, LOSS OF DATA, OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES, EVEN IF CENTURYLINK HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. THE LIABILITY OF CENTURYLINK FOR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICES OR EQUIPMENT (INCLUDING, WITHOUT LIMITATION, UNAUTHORIZED OR ERRONEOUS INCLUSION OR EXCLUSION OF LISTING OR DIRECTORY INFORMATION IN A DIRECTORY DATABASE, AND/OR THE PUBLISHING OR FAILURE TO PUBLISH, AS APPLICABLE, SUCH INFORMATION) SHALL IN NO EVENT EXCEED AN AMOUNT EQUIVALENT TO THE CHARGES CENTURYLINK WOULD INVOICE TO YOU FOR AFFECTED SERVICES OR EQUIPMENT DURING THE PERIOD IN WHICH THE MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR OR DEFECT OCCURS.

Approval of limitation of liability language by the Public Utilities Commission of Ohio does not constitute a determination by the Commission that the limitation of liability imposed by the company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a courts responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.
8. **Indemnification.** You agree to defend, indemnify, and hold harmless CenturyLink and its parent, subsidiaries, affiliates, and the officers, directors, employees, and agents of all such entities, from and against any and all liabilities, losses, demands, suits, judgments, causes of action, claims, costs, and expenses (including attorney's fees) caused by, arising from, or in any manner related to Your breach of this Agreement, or Your acts or omissions in general.
9. **Termination.** We may terminate this Agreement, and/or the Services and/or Equipment provided under this Agreement, without notice if We reasonably determine that You have breached any provision of this Agreement, or if We have any other good cause, including Our decision to elect to cease providing the Services and/or Equipment. If You have agreed to a fixed service term, should We terminate this Agreement due to Your breach of this Agreement, or if You terminate this Agreement without cause, You will be required to pay early termination charges equal to the recurring charges for the terminated Service(s) and/or Equipment multiplied by the number of months remaining in the Agreement.
10. **DISPUTE RESOLUTION.**

IT IS IMPORTANT THAT YOU READ THIS SECTION CAREFULLY. TO THE EXTENT ALLOWED BY LAW, IT PROVIDES FOR RESOLUTION OF DISPUTES (WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL OR EQUITABLE THEORY), THROUGH FINAL AND BINDING ARBITRATION BEFORE A SINGLE NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY OR THROUGH A CLASS ACTION. If the preclusion of class action in this Section 10 is unenforceable under the law of the state where You reside with respect to the claim presented, such unenforceability shall not affect the validity of any other provision of this Section 10.

TO THE EXTENT ALLOWED BY LAW, ALL DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT (OTHER THAN ACTIONS FOR THE COLLECTION OF DEBTS YOU OWE CENTURYLINK), INCLUDING ANY DISPUTE BASED ON ANY SERVICE OR ADVERTISING OF THE SERVICE RELATED THERETO, SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION, WHICH SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT ("FAA"), 9 U.S.C. §1-16. ANY QUESTION REGARDING WHETHER A PARTICULAR CONTROVERSY, OR THE PROCEDURES THEREIN, IS SUBJECT TO ARBITRATION SHALL BE DECIDED BY THE ARBITRATOR. YOU HAVE THE RIGHT TO BE REPRESENTED BY COUNSEL IN THE ARBITRATION. THE ARBITRATOR SHALL BE BOUND BY AND STRICTLY ENFORCE THE TERMS OF THIS AGREEMENT AND MAY NOT LIMIT, EXPAND OR OTHERWISE MODIFY THE TERMS OF THIS AGREEMENT IN CONDUCTING THE ARBITRATION AND MAKING ANY AWARD. THE ARBITRATION WILL BE BASED SOLELY ON THE WRITTEN SUBMISSIONS OF THE PARTIES AND THE DOCUMENTS SUBMITTED RELATING TO THE DISPUTE, UNLESS EITHER PARTY REQUESTS THAT THE ARBITRATION BE CONDUCTED USING THE TELEPHONIC, ON-LINE, OR IN-PERSON PROCEDURES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"), FOR WHICH ADDITIONAL CHARGES MAY APPLY. ANY IN-PERSON ARBITRATION WILL BE CONDUCTED AT A LOCATION THAT THE AAA SELECTS IN THE STATE OF YOUR PRIMARY RESIDENCE. ARBITRATIONS UNDER THIS AGREEMENT SHALL BE KEPT CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.

THE ARBITRATION OF ANY DISPUTE UNDER THIS AGREEMENT SHALL BE CONDUCTED IN ACCORDANCE WITH THE COMMERCIAL OR CONSUMER, AS APPLICABLE, ARBITRATION RULES AND FEE SCHEDULE OF THE AAA, AS MODIFIED BY THIS AGREEMENT. THE APPLICABLE AAA RULES SHALL BE THOSE RULES WHICH GOVERN THE AMOUNT AND TYPE OF DISPUTE INVOLVED AND WHICH ARE IN EFFECT ON THE DATE A DISPUTE IS SUBMITTED TO THE AAA. A COPY OF THE AAA'S ARBITRATION RULES IS AVAILABLE BY WRITING TO CENTURYLINK AT 100 CENTURYLINK DRIVE, MONROE, LA, 71203, ATTN: LEGAL DEPARTMENT.

DISPUTES UNDER THIS AGREEMENT MAY NOT BE JOINED WITH ANOTHER PROCEEDING, INCLUDING ANY INDIVIDUAL OR CLASS LAWSUIT. THE ARBITRATOR MAY NOT AWARD, AND YOU AND CENTURYLINK WAIVE ANY CLAIMS FOR AWARDS FOR PUNITIVE OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR ANY DAMAGES THAT ARE BARRED BY THIS AGREEMENT, UNLESS SUCH DAMAGES ARE EXPRESSLY AUTHORIZED BY A RELEVANT STATUTE. ANY CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN TWO YEARS (2) AFTER THE DATE THE BASIS FOR THE DISPUTE OR CLAIM FIRST ARISES, OR WITHIN SUCH OTHER TIME PERIOD AS MAY BE PRESCRIBED BY RELEVANT STATUTE. BEFORE EITHER PARTY TAKES A DISPUTE TO ARBITRATION, SUCH PARTY MUST FIRST ATTEMPT TO RESOLVE THE DISPUTE BY CONTACTING THE OTHER PARTY. TO DO THIS YOU SHOULD CONTACT THE CUSTOMER SERVICE NUMBER ON YOUR CENTURYLINK BILL, OR WRITE TO US AT THE ABOVE ADDRESS OR CONTACT US THROUGH THE WEB AT WWW.CENTURYLINK.COM, SELECTING "CONTACT US"; THEN, AS APPLICABLE, SELECTING "RESIDENTIAL," "BUSINESS" OR "BILLING," AND THEN "COMPLAINTS." IF WE ARE NOT ABLE TO SATISFACTORILY RESOLVE THE DISPUTE WITHIN SIXTY (60) CALENDAR DAYS FROM THE DATE OF THE INITIAL NOTIFICATION OF THE DISPUTE, EITHER PARTY MAY CONTACT THE AAA IN WRITING AT AAA SERVICE CENTER, CENTURY PARKWAY, SUITE 300, ATLANTA, GA 30345-3203 (TELEPHONE: 404-325-0101; FAX: 404-325-8034) AND REQUEST ARBITRATION.

FILING FEE AND ADMINISTRATIVE EXPENSES FOR A DOCUMENT ARBITRATION WILL BE ALLOCATED ACCORDING TO THE RULES OF THE AAA, EXCEPT, AS STATED HEREIN, FOR CLAIMS OF LESS THAN \$10,000, CENTURYLINK WILL PAY ALL OF THE AAA'S COSTS AND MORE THAN A FILING FEE OF \$20, WHICH YOU MUST PAY. FOR CLAIMS BETWEEN \$10,000 AND \$75,000, CENTURYLINK WILL PAY ALL OF THE AAA'S COSTS AND FEES, EXCEPT THAT YOU WILL PAY A FEE TO THE AAA OF NO MORE THAN \$375. IF YOU ELECT AN ARBITRATION OTHER THAN A DOCUMENT ("DESK") OR TELEPHONE ARBITRATION, YOU MUST PAY YOUR ALLOCATED SHARE OF ANY HIGHER FILING FEES AND COSTS FOR THE PROCESS YOU SELECT.

ADDITIONAL INFORMATION ABOUT THE AAA'S RULES AND POLICIES IS AVAILABLE AT THE AAA'S WEBSITE, WWW.ADR.ORG, INCLUDING INFORMATION REGARDING THE AVAILABILITY OF A PRO BONO ARBITRATOR AND/OR A WAIVER OR DEFERMENT OF FEES AND EXPENSES. YOU AGREE TO APPLICABLE SUBSTANTIVE LAW THAT MAY PROVIDE OTHERWISE, EACH PARTY WILL PAY ITS OWN EXPENSES OF THE ARBITRATION, INCLUDING ATTORNEYS' FEES AND EXPENSES RELATED TO THE PRESENTATION OF EVIDENCE, DOCUMENT PRODUCTION. IF YOU PREVAIL IN THE ARBITRATION, YOUR ARBITRATION FILING FEE WILL BE REIMBURSED TO YOU. IF WE PREVAIL IN THE ARBITRATION, AND WE SHOW THAT YOU ACTED IN BAD FAITH IN BRINGING YOUR CLAIM AGAINST US, WE MAY SEEK TO RECOVER THE AAA'S FEES AND REASONABLE EXPENSES OF THE ARBITRATION FROM YOU. IF ANY PROVISION OF THIS RESOLUTION SECTION IS DETERMINED TO BE UNENFORCEABLE, THEN THE REMAINDER SHALL BE GIVEN FULL FORCE AND EFFECT.

THIS RESOLUTION AWARD SHALL BE CONCLUSIVE AND BINDING WITH RESPECT TO ITS SUBJECT MATTER AND MAY BE ENFORCED IN ANY MANNER PERMITTED BY LAW. THIS SECTION 10 SHALL NOT APPLY TO ACTIONS FOR THE COLLECTION OF DEBTS YOU OWE CENTURYLINK.

11. **Entire Agreement.** (a) This Agreement and all performances and claims of every nature (including without limitation, contract, tort and otherwise) in any way to the Agreement, Services, Equipment or acts taken (or not taken) by Us, shall be governed by and construed in accordance with the laws of the State of Ohio without regard to its conflict of law provisions. Any dispute arising between You and Us that is not within the scope of Section 10 must be litigated in the state or federal courts sitting in Franklin County, Ohio. You consent to the jurisdiction of those courts, waive any claim or defense that they are not convenient, and consent to service of process by any means authorized by Ohio or federal law. Nothing in this Section 11(a) shall be interpreted as modifying any arbitration provision or other provision of Section 10. (b) CenturyLink will be excused from performance hereunder for any period, to the extent that it is prevented from such performance, in whole or in part, as a result of delays caused by an act of God or other cause beyond CenturyLink's control. (c) For purposes of calculating usage-sensitive charges, the duration of each telephone call shall be rounded up to the nearest minute for residential customers, and to the nearest six second increment (with a thirty second minimum) for business customers. (d) This Agreement, together with the incorporated terms referenced in Section 13 below and with the consent to be bound by this Agreement provided to Us in connection with orders made by telephone, constitutes the entire agreement of the parties with respect to the Services and/or Equipment referred to in the preamble, above, and cannot be amended or modified except in a writing signed by the parties.

12. **Severability.** In the event any reviewing court or agency determines that any provision in this Agreement (including any sentence or sentences within a Section) is invalid or unenforceable, then that provision or sentence(s) shall be stricken from this Agreement and the remainder shall be given full force and effect; provided, however, that if any of Sections 2, 4, 6, 7, 8, 11 or 13 or any part thereof is stricken or altered, then this Agreement shall terminate.

13. **INCORPORATED TERMS AND CONDITIONS.** As used in this Agreement, "Regulated Services" means telecommunications services that are subject to the jurisdiction of the Public Utilities Commission of Ohio ("PUCO"), even if the services are not tariffed. This Agreement includes all terms and conditions contained in each applicable CenturyLink Price List as amended from time to time ("Price List") which are available at www.centurylink.com/tariffs and are incorporated herein by this reference. For customers who are used to consulting tariffs, each Price List is formatted like a tariff, BUT FOR PURPOSES OF THIS AGREEMENT IT IS A LIST OF ADDITIONAL TERMS AND CONDITIONS THAT WILL APPLY IF YOU PURCHASE SERVICES COVERED BY THE PRICE LIST. When a change to this Agreement includes an amendment to a Price List, we will post the change to the Price List in a manner similar to the way We post changes to Our tariffs. You may check for these changes at www.centurylink.com or contact Us at (800) 201-4099. If You would like a copy of a Price List, You may contact us at (800) 201-4099. If there is a conflict between a provision set forth in Sections 1 through 14 of this Agreement and a provision in a Price List, the provision in Sections 1 through 14 of this Agreement will control. THIS AGREEMENT ALSO APPLIES TO SERVICES THAT ARE NOT REGULATED SERVICES, AND THAT ARE NOT SUBJECT TO THE JURISDICTION OF THE PUBLIC UTILITIES COMMISSION OF OHIO ("PUCO"), INCLUDING, BUT NOT LIMITED TO, INTERSTATE LONG DISTANCE SERVICE, INTERNET SERVICE (SUCH AS HIGH-SPEED INTERNET, DIAL-UP INTERNET, WI-FI AND OTHER INTERNET SERVICES), ENTERTAINMENT SERVICES, TELEVISION SERVICES AND SECURITY SERVICES.

14. **CANCELLATION OF SERVICES BY YOU.** SUBJECT TO THE FOLLOWING, YOU MAY CANCEL ALL OR A PORTION OF THE SERVICES TO WHICH YOU SUBSCRIBE BY DISCONTINUING ALL USE OF THE SERVICES YOU WISH TO CANCEL AND PLACING A DISCONNECT ORDER WITH CENTURYLINK BY CALLING THE CUSTOMER SERVICE NUMBER ON YOUR BILL. YOU WILL BE RESPONSIBLE FOR ALL USAGE CHARGES AND THE PRO RATA PORTION OF ALL MONTHLY RECURRING CHARGES INCURRED PRIOR TO CANCELLATION AND, IF APPLICABLE, EARLY TERMINATION LIABILITY. IF YOU CONTINUE TO SUBSCRIBE TO, USE OR PAY FOR OTHER SERVICES, THIS AGREEMENT WILL CONTINUE IN EFFECT FOR THOSE SERVICES UNTIL CANCELLED BY YOU. YOU ARE RESPONSIBLE FOR CONTACTING US TO DISCONNECT A SERVICE THAT YOU NO LONGER WANT. EARLY TERMINATION LIABILITY, IF APPLICABLE, IS SET FORTH IN THE APPLICABLE CENTURYLINK PRICE LIST. INCLUSION OF EARLY TERMINATION LIABILITY BY CENTURYLINK IN THIS AGREEMENT OR ITS PRICE LIST DOES NOT CONSTITUTE A DETERMINATION BY THE PUBLIC UTILITIES COMMISSION OF OHIO ("PUCO") THAT THE TERMINATION LIABILITY IMPOSED BY CENTURYLINK IS APPROVED OR SANCTIONED BY THE PUCO. CUSTOMERS ARE FREE TO PURSUE THE LEGAL REMEDIES THEY HAVE PURSUANT TO THIS AGREEMENT (SEE SECTIONS 7 AND 10) SHOULD A DISPUTE ARISE.

15. **Contact Information.** You may contact us at (800) 201-4099 (hearing impaired: (800) 750-0750). You may also visit CenturyLink online at www.centurylink.com or contact us by mail at:

Customer Service inquiries:
CenturyLink
Attn: Customer Service
100 CenturyLink Drive
Monroe, Louisiana 71203

Billing inquiries:
CenturyLink
Attn: Billing
Box 4300
Carol Stream, IL 60197-4300



Account Name: THE WIRELESS STORE
Account Number: 422847585

P.O. Box 4300
Carol Stream, IL 60197-4300

Page: 1 of 3
Bill Date: May 24, 2014

Previous Balance	Payments	Adjustments Credits	Current Charges
280.56	80.56 CR	0.00	0.00

Payment Summary

Previous Balance 280.56
Payment by check received on MAY 07 80.56 CR

Balance	200.00
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Adjustments/Credits Summary

Adjustments to Previous Balance 0.00

Total Adjustments	0.00
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Current Charge Summary

Monthly Charges 0.00
One-Time Charges 0.00
Usage Charges 0.00
Discount 0.00
Adjustments 0.00
Taxes, Fees, and Surcharges 0.00

Total Current Charges	0.00
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Due Date	Jun. 16, 2014	Amount Due	200.00
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Just a friendly reminder that your account is past due. If you have already made your payment, thank you for bringing your account up to date.

IMPORTANT NEWS

PLEASE FOLD, TEAR HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

FOR CHANGE OF ADDRESS OR PAYMENT AUTHORIZATION:

☐ Please check here and complete reverse. Thank You.

R D

040314

03129 4208417 000585 011137 0001/0002

Account Number:

422847585

Amount Due By Jun. 16, 2014

200.00



>003129 4205417 0001 008243 10Z

THE WIRELESS STORE
2038 W STATE ST
FREMONT, OH 43420-1554

CenturyLink
P.O. Box 4300
Carol Stream, IL 60197-4300



0000422847585500000000200006000000000052414000002000061000000

P.O. Box 4300
Carol Stream, IL 60197-4300

Page: 2 of 3
Bill Date: May 24, 2014

Important Notices and Information :

Allocation of charges:

Service Categories	Past Due	Current Month	Total Due
Basic Services	0.00	0.00	0.00
Other Services	200.00	0.00	200.00
All Services	200.00	0.00	200.00

Failure to pay Basic charges may result in the disconnection of those Services. Please contact CenturyLink regarding any questions or problems with your bill before the due date.

View and pay your bill online at centurylink.com/myaccount.
You will need your authentication code 1472.

Third-Party Billing Block

Cramming occurs when unauthorized charges appear on your telephone bill. To help prevent unwanted third party charges on your bill, contact CenturyLink and request, at no charge, a bill block that will prevent some third party charges such as charitable contributions, dial-up Internet by non-CenturyLink companies or other non-telecommunications charges from appearing on your bill.

CenturyLink should be notified within 90 days after the CenturyLink Bill Date of any billing discrepancies on your statement.

Immediate Billing Address Changes Call 1-800-786-6272

422847585

THE WIRELESS STORE
2038 W STATE ST
FREMONT, OH 43420-1554

Address Information Changes Effective Date _____

New Address _____

City _____ State _____ Zip _____

Work Phone () _____ Home Phone () _____

MONTHLY AUTOPAY AUTHORIZATION FORM

I authorize CenturyLink to charge my MasterCard, Visa, Discover, American Express, savings or checking account monthly for any accrued balance on the billing account listed below.

(We reserve the right to revoke this if bank approval is denied)

☐ **Checking Account #** _____
(Write your billing account number on a voided check or copy of a voided check and attach.)

☐ **Savings Account #** _____
(Write your billing account number on a voided deposit slip and attach.)

☐ Credit Card ☐ Debit Card Exp Date: _____

☐ MasterCard ☐ Visa ☐ Discover ☐ American Express

Signature required

Date _____

Please continue to pay your bill until notified on your statement that autopay is active.

Account Number

[illegible]



Public Utilities Commission

John Kasich, Governor
Thomas W. Johnson, Chairman

Commissioners
Steven D. Lesser
Asim Z. Haque
Lynn Slaby
M. Beth Trombold

April 22, 2014

Mr. Doug Hoch
The Wireless Store
1639 S Washington St
Millersburg, OH 44654

CASE ID: DHOC0402141M

Dear Mr. Hoch :

Thank you for contacting the Public Utilities Commission of Ohio (PUCO) concerning your account with CenturyLink. I contacted CenturyLink on your behalf. The company advised the PUCO that you disconnected service after two years of a three-year agreement, which generated the early termination fee (ETF). They also stated that they discussed this issue with you. The company stated that the ETF charge was disclosed with the initial account set up. They also stated that the charge and term was listed on the welcome letter that you were sent upon opening the account. However, they are not able to provide a copy of that letter. They did provide a copy of one of your recent bills which does itemize (without defining): Core Connect 3-YR - \$30. They stated that this is listed on each of your monthly bills. Their position is that the charge is valid and no credit is due.

I have enclosed the necessary information for filing a formal complaint. Please note that all filings must be made on 8-1/2 by 11 inch paper. You must provide one original and 10 copies of the complaint.

Should you have any additional utility-related questions, please do not hesitate to contact the PUCO Call Center at (800) 686-PUCO (7826) or visit our website at www.PUCO.ohio.gov.

Sincerely,

Tammy Mitchell
Customer Service Investigator
Service Monitoring and Enforcement Department

Enclosure