

elite typewriter characters, both in the application form used by the seller and either in a copy thereof or in the confirmation handed or mailed to the prospective buyer when the retail credit account is established.

(c) At the time a seller established a retail credit account for the use of the buyer, the seller shall confirm this fact to the buyer or prospective buyer in writing. Such confirmation shall contain a clear and understandable statement of the amount or the rate of the service charge. Such confirmation shall also contain a legend that the buyer may at any time pay his entire balance without incurring any additional charge for prepayment. Such confirmation shall be in type no smaller than elite typewriter characters. If no copy of the confirmation is retained by the seller, a notation in the permanent record of the seller showing that such confirmation was mailed, and the date of mailing, shall be admissible as evidence of such mailing.

(d) The seller or holder of a retail credit account shall inform the buyer, in writing, before the first payment, other than the down payment, if any, is due, and in any event within forty (40) days following each purchase, the following:

- (1) The cash sale price of such purchase.*
- (2) The amount, if any, of the down payment by the buyer.*
- (3) A brief description of the goods or services.*

(4) When the service charge is assessed on the original unpaid balance of the purchase price or prices, in accordance with the provisions of Section 153D (b) hereof, then, in addition, the amount of the service charge, the time sales price, the amount of each installment expressed in dollars, and the times or periods of payment thereof.

(5) When the service charge is assessed on the outstanding balances from month to month in accordance with the provisions of Section 153D (c) hereof, then in addition, the amount or the rate of the service charge on the outstanding balance.

(e) The seller or holder of a retail credit account shall inform the buyer, in writing, within forty (40) days following each payment, concerning the total amount due the seller by the buyer and the amounts paid by the buyer to the seller or the holder since the last written notice from the seller or the holder to the buyer, unless the buyer has previously been given, in writing, notice, by coupon, book or otherwise, of the amount of such payment, and the amounts which will be due at one or more times, after such payment.

(f) The information referred to in subsections (b), (c), (d) and (e) of this Section may be stated in any sequence, order or form, and in one or more written documents; additional items may be included to explain the computations made in determining the amount to be paid by the buyer.

153D.

(a) Notwithstanding the provisions of any other law, a seller, or his successor in interest, under a retail credit account, may charge, collect and receive a service charge, however described, not to exceed the following: