

(C) ALIMONY TO BE CONSIDERED.

FOR THE PURPOSE OF CONSIDERING THE ELIGIBILITY OF A BUYER FOR AN EXTENSION OF CREDIT, A SELLER OR FINANCIAL INSTITUTION SHALL CONSIDER ALIMONY AWARDED BY A COURT AS INCOME TO THE BUYER.

(D) CONFIRMATION OF ACCOUNT.

(1) IF A SELLER OR FINANCIAL INSTITUTION ESTABLISHES AN ACCOUNT FOR THE USE OF A BUYER, THE SELLER OR FINANCIAL INSTITUTION SHALL CONFIRM THE FACT TO THE BUYER IN WRITING. THE CONFIRMATION SHALL BE IN TYPE NO SMALLER THAN ELITE TYPEWRITER CHARACTERS AND SHALL CONTAIN:

(i) A CLEAR AND UNDERSTANDABLE STATEMENT OF THE AMOUNT OR THE RATE OF THE FINANCE CHARGE;

(ii) A LEGEND THAT THE BUYER MAY PAY AT ANY TIME THE ENTIRE BALANCE WITHOUT INCURRING ANY ADDITIONAL CHARGE FOR PREPAYMENT;

(iii) A STATEMENT WHICH ADVISES THE BUYER OF HIS RIGHT UNDER §12-510 OF THIS SUBTITLE TO AN ANSWER TO A WRITTEN INQUIRY CONCERNING THE STATUS OF HIS ACCOUNT; AND

(iv) UNLESS SET OUT IN A COPY OF THE APPLICATION FORM DELIVERED TO THE BUYER, THE LEGEND REQUIRED BY SUBSECTION (E) (2) OF THIS SECTION.

(2) IF NO COPY OF THE CONFIRMATION IS RETAINED BY THE SELLER OR FINANCIAL INSTITUTION, A NOTATION IN THE PERMANENT RECORDS OF THE SELLER OR FINANCIAL INSTITUTION WHICH SHOWS THAT THE CONFIRMATION WAS MAILED AND THE DATE OF MAILING IS ADMISSIBLE AS EVIDENCE OF THE MAILING.

(E) FORM AND CONTENT OF AGREEMENT.

(1) A RETAIL CREDIT ACCOUNT AGREEMENT SHALL BE IN WRITING AND EITHER:

(i) SIGNED BY THE BUYER; OR

(ii) THE SELLER OR FINANCIAL INSTITUTION SHALL HAVE MADE A REASONABLE ATTEMPT TO OBTAIN THE SIGNATURE OF THE BUYER TO THE AGREEMENT.

(2) A LEGEND STATING THAT FINANCE CHARGES WILL BE MADE IN AMOUNTS OR AT RATES NOT IN EXCESS OF THOSE PERMITTED BY LAW SHALL BE PRINTED IN TYPE NO SMALLER THAN ELITE TYPEWRITER CHARACTERS IN BOTH: