

(2) A LICENSEE MAY ACCEPT A VOLUNTARY CONTRIBUTION FROM A CONSUMER FOR ~~ANY~~ A DEBT MANAGEMENT SERVICE PROVIDED BY THE LICENSEE TO THE CONSUMER IF THE AGGREGATE AMOUNT OF THE VOLUNTARY CONTRIBUTION AND ANY OTHER FEES RECEIVED BY THE LICENSEE FROM THE CONSUMER FOR DEBT MANAGEMENT SERVICES DOES NOT EXCEED THE TOTAL AMOUNT THE LICENSEE IS AUTHORIZED TO CHARGE THE CONSUMER UNDER SUBSECTIONS (B) AND (C) OF THIS SECTION.

(G) (1) BEFORE PROVIDING DEBT MANAGEMENT SERVICES TO A CONSUMER, A LICENSEE SHALL PROVIDE THE CONSUMER A LIST OF SERVICES AND THEIR CHARGES DESCRIBING:

(I) THOSE SERVICES THAT THE LICENSEE OFFERS:

1. FREE OF CHARGE IF THE CONSUMER ENTERS INTO A DEBT MANAGEMENT SERVICES AGREEMENT WITH THE LICENSEE; AND

2. FOR A CHARGE IF THE CONSUMER DOES NOT ENTER INTO A DEBT MANAGEMENT SERVICES AGREEMENT WITH THE LICENSEE; AND

(II) THOSE SERVICES THAT THE LICENSEE OFFERS FOR A CHARGE THAT ARE NOT OFFERED AS A PART OF DEBT MANAGEMENT SERVICES.

(2) A LICENSEE MAY NOT, AS A CONDITION OF ENTERING INTO A DEBT MANAGEMENT SERVICES AGREEMENT, REQUIRE A CONSUMER TO PURCHASE FOR A FEE A COUNSELING SESSION, AN EDUCATIONAL PROGRAM, OR MATERIALS AND SUPPLIES.

~~(2)~~ (3) A LICENSEE MAY CHARGE A CONSUMER A FEE FOR A COUNSELING SESSION, AN EDUCATIONAL PROGRAM, OR MATERIALS AND SUPPLIES IF THE CONSUMER DOES NOT ENTER INTO A DEBT MANAGEMENT SERVICES AGREEMENT WITH THE LICENSEE.

(H) (1) IN ADDITION TO ANY OTHER RIGHT OF RESCISSION CONTAINED IN THE DEBT MANAGEMENT SERVICES AGREEMENT, A CONSUMER MAY MODIFY OR RESCIND A DEBT MANAGEMENT SERVICES AGREEMENT IF THE CONSUMER IS NOTIFIED OF A CREDITOR'S NONPARTICIPATION UNDER THIS SUBSECTION.

(2) IF A CREDITOR THAT IS LISTED AS PARTICIPATING IN THE DEBT MANAGEMENT SERVICES AGREEMENT DECLINES TO PARTICIPATE IN DEBT MANAGEMENT SERVICES UNDER THE AGREEMENT, THE LICENSEE SHALL NOTIFY THE CONSUMER BY CERTIFIED MAIL, OR OTHER VERIFIABLE MEANS APPROVED BY THE CONSUMER, AT LEAST 5 BUSINESS DAYS BEFORE THE CONSUMER'S NEXT SCHEDULED PAYMENT UNDER THE AGREEMENT.

(3) THE NOTICE SHALL INCLUDE:

(I) THE IDENTITY OF THE CREDITOR; AND

(II) THE RIGHT OF THE CONSUMER TO MODIFY OR RESCIND THE AGREEMENT.