

(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.

(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.

(4) A CONSUMER WHO RESCINDS A DEBT MANAGEMENT SERVICES AGREEMENT UNDER THIS SUBSECTION IS ENTITLED TO A REFUND OF ALL UNEXPENDED FUNDS THAT THE CONSUMER HAS PAID TO THE LICENSEE FOR THE REDUCTION OF THE CONSUMER'S DEBT.

(I) IF A PAYMENT BY A CONSUMER UNDER THIS SECTION TO A LICENSEE IS DISHONORED, THE LICENSEE MAY CHARGE THE CONSUMER THE AMOUNT ALLOWABLE FOR DISHONORED CHECKS OR OTHER INSTRUMENTS UNDER § 15-802 OF THE COMMERCIAL LAW ARTICLE, WHETHER OR NOT THE CONSUMER HAS ENTERED INTO A DEBT MANAGEMENT SERVICES AGREEMENT WITH THE LICENSEE.

~~(F)~~ ~~(G)~~ (J) WITH RESPECT TO THE PROVISION OF DEBT MANAGEMENT SERVICES, IF A LICENSEE IMPOSES ANY FEE OR OTHER CHARGE OR RECEIVES ANY FUNDS OR OTHER PAYMENTS NOT AUTHORIZED UNDER THIS SECTION, EXCEPT AS A RESULT OF AN ACCIDENTAL AND BONA FIDE ERROR:

(1) THE DEBT MANAGEMENT SERVICES AGREEMENT SHALL BE VOID;  
AND