

- (3) THE AMOUNTS OF OTHER CHARGES; AND
- (4) THE APPLICABLE REPAYMENT SCHEDULE.

(B) (1) THE BANK CREDIT GRANTOR SHALL NOTIFY EACH AFFECTED BORROWER OF AN AMENDMENT IN THE MANNER SET FORTH IN THE AGREEMENT GOVERNING THE PLAN AND IN COMPLIANCE WITH THE REQUIREMENTS OF THE FEDERAL TRUTH IN LENDING ACT, AND REGULATIONS PROMULGATED THEREUNDER. IF THE AMENDMENT HAS THE EFFECT OF INCREASING THE INTEREST, FINANCE CHARGES, OR OTHER FEES AND CHARGES TO BE PAID BY THE BORROWER, INCLUDING, BUT NOT LIMITED TO THOSE ENUMERATED IN § 12-905 OF THIS SUBTITLE, OR ALTERING THE MANNER OF THEIR COMPUTATION, THE BANK CREDIT GRANTOR SHALL MAIL OR DELIVER TO THE BORROWER, AT LEAST 15 DAYS BEFORE THE EFFECTIVE DATE OF THE AMENDMENT, A CLEAR AND CONSPICUOUS WRITTEN NOTICE WHICH SHALL DESCRIBE THE AMENDMENT, INCLUDING THE AMOUNT AND METHOD OF COMPUTATION OF ALL INTEREST, FEES, AND CHARGES, THE EFFECTIVE DATE OF THE AMENDMENT, AND THE BORROWER'S RIGHT TO DISCONTINUE USE OF THE PLAN AND AVOID THE INCREASED RATE.

(2) IF THE AMENDMENT HAS THE EFFECT OF INCREASING THE INTEREST, FINANCE CHARGES, OR OTHER CHARGES TO BE PAID BY THE BORROWER, THE AMENDMENT SHALL BECOME EFFECTIVE ONLY IF THE BORROWER USES THE PLAN AFTER A DATE SPECIFIED IN THE NOTICE THAT IS AT LEAST 15 DAYS AFTER THE GIVING OF THE NOTICE BY MAKING A PURCHASE, OBTAINING A LOAN, OR BY INDICATING TO THE BANK CREDIT GRANTOR IN WRITING THE BORROWER'S EXPRESS AGREEMENT TO THE AMENDMENT. ANY AMENDMENT MAY BECOME EFFECTIVE AS TO A PARTICULAR BORROWER ON THE FIRST DAY OF THE BILLING PERIOD DURING WHICH THE BORROWER USED THE BORROWER'S ACCOUNT OR INDICATED AGREEMENT TO THE AMENDMENT.

(3) ANY BORROWER WHO FAILS TO USE THE ACCOUNT OR TO INDICATE AGREEMENT TO AN AMENDMENT SHALL BE PERMITTED TO PAY THE OUTSTANDING UNPAID INDEBTEDNESS IN THE ACCOUNT UNDER THE PLAN IN ACCORDANCE WITH THE TERMS OF THE AGREEMENT GOVERNING THE PLAN WITHOUT GIVING EFFECT TO THE AMENDMENT.

(C) EXCEPT AS LIMITED BY SUBSECTION (B)(3) OF THIS SECTION, IF THE TERMS OF THE AGREEMENT GOVERNING THE PLAN, AS ORIGINALLY DRAWN OR AS AMENDED PROVIDE, ANY AMENDMENT MAY, ON AND AFTER THE DATE ON WHICH IT BECOMES EFFECTIVE AS TO A PARTICULAR BORROWER, APPLY TO ALL THEN OUTSTANDING UNPAID INDEBTEDNESS IN THE BORROWER'S ACCOUNT UNDER THE PLAN, INCLUDING ANY INDEBTEDNESS WHICH SHALL HAVE ARISEN OUT OF PURCHASES MADE OR LOANS OBTAINED PRIOR TO THE EFFECTIVE DATE OF THE AMENDMENT.

(D) FOR PURPOSES OF THIS SECTION, A DECREASE IN THE REQUIRED AMOUNT OF SCHEDULED PAYMENTS SHALL NOT BE DEEMED AN AMENDMENT WHICH HAS THE EFFECT OF INCREASING THE INTEREST OR FINANCE CHARGES TO BE PAID BY THE BORROWER.

(E) THE PROCEDURES FOR AMENDMENT BY A BANK CREDIT GRANTOR OF THE TERMS OF A PLAN TO WHICH A BORROWER OTHER THAN A CONSUMER BORROWER IS A PARTY MAY, NOTWITHSTANDING THE PROVISIONS OF THIS