

(C) WRITTEN ACKNOWLEDGMENT BY A BORROWER OF DELIVERY IN ACCORDANCE WITH THIS SECTION OF A COPY OF THE AGREEMENT GOVERNING THE PLAN IS CONCLUSIVE PROOF OF DELIVERY AS BETWEEN THE BORROWER AND ANY ASSIGNEE OF THE ACCOUNT ESTABLISHED UNDER THE PLAN WITHOUT ACTUAL KNOWLEDGE TO THE CONTRARY.

12-914.

[(a) Notwithstanding any other provisions of this title, a credit grantor may at its option offer a plan to any borrower either pursuant to this subtitle or as otherwise permitted by applicable law.

(b)] (A) If any provision of this subtitle is held invalid, the invalidity shall not affect any other provision of this subtitle which can be given effect without the invalid provision.

[(c)](B) Notwithstanding any other provisions of this title, a plan under this subtitle is subject only to the disclosure requirements of this subtitle and, to the extent applicable, of the federal Truth-in-Lending Act and regulations promulgated thereunder.

12-916.

(a) If a written complaint for violation of any provision of this subtitle, INCLUDING THE DISCLOSURE REQUIREMENTS OF THIS SUBTITLE AND THE FEDERAL TRUTH-IN-LENDING ACT AND REGULATIONS PROMULGATED THEREUNDER, or any other law of this State that regulates loans or other extensions of credit is filed with the Commissioner of Consumer Credit, the Commissioner may investigate the complaint and hold a hearing on it in accordance with § 11-413 of the Financial Institutions Article.

(b) (1) The Commissioner shall give to the credit grantor against whom a complaint is filed at least 10 days' written notice of the complaint and the time and place of any hearing. The notice shall be in writing and sent by registered or certified mail to the credit grantor's principal place of business.

(2) BEFORE A HEARING UNDER THIS SECTION MAY BE SCHEDULED, THE COMMISSIONER SHALL:

(I) SEND A WRITTEN NOTICE TO THE COMPLAINING PARTY THAT DESCRIBES THE PROVISIONS IN PARAGRAPH (3) OF THIS SUBSECTION CONCERNING PRECLUSION; AND

(II) OBTAIN FROM THE COMPLAINING PARTY A WRITTEN:

1. ELECTION TO PROCEED WITH A HEARING IN ACCORDANCE WITH THIS SECTION; AND

2. WAIVER OF ANY RIGHT TO PURSUE ANY CAUSE OF ACTION OR REMEDY AS TO THE MATTERS ADDRESSED IN THE COMPLAINT OR THE HEARING.