

**MUNICIPAL FIRE AND POLICE RETIREMENT SYSTEM OF IOWA  
TERMS OF USE**

**Last Updated: June 15, 2026**

These Terms of Use (these “terms”) contain the general terms and conditions that apply to customers, users, and visitors (collectively, “users,” or “you”) of Municipal Fire and Police Retirement System of Iowa (“MFPRSI”, “we”, “us” or “our”) online and mobile services, including the websites <https://www.mfprsi.org>, <https://employer.mfprsi.org>, <https://my411.mfprsi.org/>, <https://board.mfprsi.org/> all services made available through the websites, and all other mobile applications, digital resources, programs, chat features, or communications offered by MFPRSI (collectively, the “Services”).

These terms are an agreement between you and MFPRSI. **Please read these terms carefully as they govern your conduct when using the Services.** These terms are incorporated into and are supplemental to MFPRSI’s Privacy Policy, as well as any other specific, written agreements you may have with MFPRSI with respect to a service. Unless you have a specific, written agreement with MFPRSI providing otherwise, all of these terms apply to you.

By using the Services, such as by accessing the website or other applications, you accept and agree to be bound by and abide by these terms. By using these Services you represent and warrant (a) you have good right, title, and authority to enter into these terms on your own behalf and on behalf of any entity or person whom you purport to represent (which entity shall be considered part of you for purposes of these terms); (b) the use of these Services and the entering into of these terms have been duly authorized and approved by any entity or person whom you represent; and (c) effective as of the date you first use the Services, these terms constitute valid and binding obligations enforceable against you as described herein. **If you do not agree to these terms or if you are unable to make the foregoing representations and warranties, you must not use the Services.**

Please note the information made available through the Services has been compiled from both internal and external sources. Such information may include data prepared by third parties and provided by us or obtained from sources we believe to be reliable, but we cannot and do not guarantee the accuracy, timeliness, or completeness of such information for any particular purpose. Such information is inherently subject to change without notice and may become dated. You agree that we will not be responsible for any loss you experience as a result of your reliance on such information. We use reasonable efforts to make sure the information made available through our Services is accurate and up to date, however, we do not represent or warrant that the information contained therein is accurate, complete, or fit for your particular purpose, and you should always verify any information obtained through our Services before you act upon it. Please see Section 10 below for more information.

## **1. GRANT OF LICENSE**

The Services, including all displays, images, video, and audio, as well as the design, selection, and arrangement thereof, are owned or licensed and provided by MFPRSI.

MFPRSI hereby grants you a non-exclusive, non-transferable, non-sublicensable license to use the Services subject to the restrictions in these terms, except to the extent that certain of the Services have their own specific terms of use, in which case, such terms shall control. MFPRSI expressly reserves any rights not expressly granted herein. You are solely responsible for any hardware, software, and telecommunications necessary to access the Services and MFPRSI makes no warranty or guarantee that the Services will always be available or will not change.

## **2. LICENSE AND USE RESTRICTIONS**

Except as expressly authorized under these terms or in a separate written agreement between you and MFPRSI, you may not:

- copy, modify, or create derivative works of the Services, in whole or in part;
- rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services;
- reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part;
- remove any proprietary notices from the Services;
- use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law;
- combine or integrate the Services with any software, technology, services, or materials;
- design or permit any applications to disable, override, or otherwise interfere with any of MFPRSI's communications, consent screens, user settings, alerts, warnings, or the like;
- use the Services to replicate or attempt to replace the user experience of the Services in another application;
- attempt to cloak or conceal your identity when requesting authorization to use the Services;
- use the Services in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email, multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities;
- use the Services to collect, disclose, or otherwise process another's personal information without their consent to do so or in any other way in violation of applicable law; or

- use the Services in any manner that we determine in our reasonable discretion is abusive or harmful.

You also agree that you shall only use the Services in a manner that complies with all applicable laws in the jurisdictions in which you use the Services, and that you shall not violate or infringe the rights of any third party. Any such forbidden use shall immediately and automatically terminate your license to use the Services without notice.

### **3. TERM AND TERMINATION**

These terms shall apply so long as you are using the Services. These terms shall survive termination of the Services to the extent applicable.

### **4. USERNAME AND PASSWORD**

You may be required to provide certain registration details or other information and become a “Registered User” before accessing certain features of the Services. It is a condition of your use of these Services as a Registered User to ensure all the information you provide is correct, current, and complete. The information you provide will be treated and used in accordance with our Privacy Policy. If you choose or are provided with a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential and you must not disclose it to any other person or entity. You acknowledge that your account is personal to you and agree not to provide any other person with access to the Services or portions of it using your username, password, or other security information. You must notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You must exit from your account at the end of each session and use caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password, or other identifier, whether chosen or provided, at any time in our sole discretion for any or no reason, including, without limitation, if, in our opinion, you have violated any provision of these terms.

### **5. MODIFICATION, DISCONTINUATION, OR SUSPENSION OF SERVICES**

MFPRSI may, in its sole discretion and at any time, modify or discontinue the Services in whole or in part. For modified Services, you may be requested to accept a modification or new terms when you log in to your account or access the Services. If you do not accept the amended terms, you will not have access to the Services.

MFPRSI may temporarily suspend access to the Services under certain circumstances, including, without limitation, MFPRSI reasonably determines that: (A) there is a threat or attack on any of our intellectual property; (B) your use of our Services disrupts, or poses a security risk, to our intellectual property; (C) you use our Services for fraudulent or illegal activities, or for any other purpose prohibited by these terms; or (D) subject to applicable law.

## 6. PROPRIETARY RIGHTS

The Services, including, without limitation, any of our Internet operations, design, content, hardware designs, algorithms, software (in source and object forms), user interface designs, other templates and designs, including, without limitation, templates and designs of goods offered or sold, algorithms, architecture, class libraries, and documentation (both printed and electronic), know-how, good will, moral rights, trade secrets and all other intellectual property rights throughout the world, and any derivative works, improvements, modifications, enhancements or extensions thereof shall remain the sole and exclusive property of MFPRSI, and you shall have no interest in them whatsoever.

All right, title, and interest in and to the Services are and will remain our exclusive property. Our intellectual property rights in the Services are protected by copyright and trademark laws of the United States and international treaties, as well as other domestic and international laws. Nothing in these terms gives you a right to use our trademarks, logos, domain names, other intellectual property, and other distinctive brands. There is also nothing in these terms that gives you the right to copy the Services, to copy any feature or portion of the Services, or create a derivative of the Services, all of which are expressly prohibited. Unless prohibited by law, any feedback, comments, or suggestions you may provide regarding the Services are entirely voluntary and we will be free to use your feedback, comments, or suggestions as we see fit and without any obligation or approval to you whatsoever.

## 7. CHAT FEATURES

Some of our Services may allow you to engage with our chatbot (the “Chatbot”). By using the Chatbot, you agree to the following:

- **Eligibility.** You must be at least 18 years old to use the Chatbot. The Chatbot is not intended for children under 18. By using the Chatbot, you confirm that you are at least 18 years old.
- **No Sensitive Information.** You will not submit any sensitive, confidential, or personal information through the Chatbot, including health, financial, or other regulated data, such as your social security number.
- **Permitted Use.** You will not use the Chatbot for any unlawful, harmful, abusive, or fraudulent purpose, or to attempt to probe, scan, or test the vulnerability of the Chatbot or underlying systems.
- **Automated Responses.** The Chatbot provides responses generated by automated systems and may produce inaccurate, incomplete, or outdated information.
- **No Professional Advice.** The Chatbot is provided for informational purposes only and does not constitute legal, medical, financial, or other professional advice. Use of the Chatbot does not create any professional or fiduciary relationship.
- **No Reliance.** You agree not to rely on Chatbot outputs as a substitute for professional judgment or advice.
- **Data Use.** Chatbot interactions may be recorded, stored, and used to operate, improve, and monitor our Services, and may be shared as described in our Privacy Policy.

- **Monitoring and Enforcement.** We reserve the right to monitor Chatbot interactions and to suspend or terminate access to the Chatbot at any time for any reason.
- **Disclaimer.** The Chatbot is provided “as is” without warranties of any kind, and we disclaim all liability arising from your use of or reliance on the Chatbot.

## **8. INDEMNIFICATION**

You agree to immediately notify MFPRSI and indemnify and hold MFPRSI, its affiliates, board members, officers, and employees, harmless from any claim or demand, including reasonable attorneys’ fees, made by any third party due to or arising out of your use of the Services, (including the unauthorized use of your account or any other breach of security attributable to your use of the Services), the violation of these terms by you, or the infringement by you, or by another user using your computer, of any intellectual property or other right of any person or entity.

## **9. INFORMATIONAL PURPOSES ONLY**

**THIS WEBSITE (INCLUDING ITS CONTENTS) AND OUTPUTS OF THE CHATBOT CONTAIN GENERAL INFORMATION, WHICH MAY BE BASED ON AUTHORITIES AND LAWS THAT ARE SUBJECT TO CHANGE, AND ARE NOT A SUBSTITUTE FOR PROFESSIONAL ADVICE OR SERVICES. THIS WEBSITE (INCLUDING ITS CONTENTS) DOES NOT CONSTITUTE ASSURANCE, TAX, EMPLOYMENT, CONSULTING, BUSINESS, FINANCIAL, INVESTMENT, LEGAL, OR OTHER PROFESSIONAL ADVICE, AND YOU SHOULD CONSULT A QUALIFIED PROFESSIONAL ADVISOR BEFORE TAKING ANY ACTION BASED ON THE INFORMATION HEREIN. THE INFORMATION AND OTHER MATERIAL AVAILABLE ON THE SERVICES ARE OF A GENERAL NATURE AND DO NOT ADDRESS THE CIRCUMSTANCES OF ANY PARTICULAR INDIVIDUAL OR ENTITY. YOU ASSUME THE SOLE RISK AND RESPONSIBILITY FOR EVALUATING THE INFORMATION AND OTHER MATERIAL AVAILABLE THROUGH THE SERVICES BEFORE MAKING ANY DECISIONS. YOU AGREE NOT TO HOLD US LIABLE FOR ANY DECISION YOU MAKE BASED ON THE INFORMATION OR MATERIALS AVAILABLE ON THE SERVICES.**

## **10. DISCLAIMER OF WARRANTIES**

**YOU AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND MFPRSI (INCLUDING, WITHOUT LIMITATION, ITS AFFILIATES, BOARD MEMBERS, OFFICERS, AND EMPLOYEES (COLLECTIVELY, “MFPRSI THIRD PARTIES”)) ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY OF YOUR COMMUNICATIONS, DATA, OR PERSONALIZATION SETTINGS.**

**MFPRSI AND MFPRSI THIRD PARTIES DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR**

**PURPOSE AND NON-INFRINGEMENT, QUIET ENJOYMENT, TITLE, MERCHANTABILITY OF COMPUTER PROGRAMS AND INFORMATIONAL CONTENT.**

**NEITHER MFPRSI NOR ANY MFPRSI THIRD PARTIES MAKE ANY WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR OR VIRUS FREE; NOR DO MFPRSI OR ANY MFPRSI THIRD PARTIES MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES OR THAT DEFECTS IN THE SOFTWARE DRIVING THE SERVICES WILL BE CORRECTED.**

**YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO A COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. WE DO NOT GUARANTEE THE SECURITY OF THE SERVICES OR THE PREVENTION OF LOSS OF, ALTERATION OF, OR IMPROPER ACCESS TO, YOUR ACCOUNT INFORMATION OR DATA, OR THAT THE SERVICES WILL BE FREE OF VIRUSES, WORMS OR OTHER HARMFUL COMPONENTS.**

**THE SERVICES MAY BECOME UNAVAILABLE DUE TO MAINTENANCE, OUTAGE, OR ANY OTHER REASON WHATSOEVER. WE MAKE NO REPRESENTATION OR WARRANTY WHATSOEVER RELATING TO OR RESULTING FROM THE USE OR INABILITY TO USE THE SERVICES, MISTAKES, OMISSIONS, SERVICE INTERRUPTIONS, DELETION OF FILES, LOSS OR MODIFICATION OF CONTENT OR DATA, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, COMMUNICATION FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO ANY SERVER, RECORDS, PROGRAMS, OR SERVICES, WHETHER OR NOT LIMITED TO CIRCUMSTANCES BEYOND OUR CONTROL.**

**THE SERVICES MAY CONTAIN LINKS TO THIRD-PARTY SITES NOT AFFILIATED WITH US IN ANY WAY. THESE LINKS ARE PROVIDED TO YOU ONLY AS A CONVENIENCE AND ARE NOT UNDER OUR CONTROL. WE ARE NOT RESPONSIBLE FOR THE CONTENTS OF ANY LINKED SITE, OR ANY LINK CONTAINED ON A SITE LINKED THROUGH THE SERVICES, NOR DO WE ENDORSE ANY THIRD- PARTY SITE TO WHICH WE MAY PROVIDE LINKS.**

**WE MAKE NO REPRESENTATION OR WARRANTY THAT THE INFORMATION PROVIDED VIA THE SERVICES IS APPROPRIATE OR AVAILABLE FOR USE OUTSIDE THE UNITED STATES. IF YOU CHOOSE TO ACCESS THE SERVICES FROM OUTSIDE THE UNITED STATES, YOU DO SO ON YOUR OWN INITIATIVE**

**AND AT YOUR OWN RISK, AND ARE RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAWS, IF AND TO THE EXTENT LOCAL LAWS ARE APPLICABLE.**

**NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.**

#### **11. LIMITATION OF LIABILITY**

**IN NO EVENT WILL MFPRSI, ITS AFFILIATES, BOARD MEMBERS, OFFICERS, AND EMPLOYEES, OR ANY MFPRSI THIRD PARTIES BE LIABLE TO YOU FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO THOSE FOR LOSS OF PROFITS, REVENUE, OR GOODWILL, USE, DATA OR OTHER INTANGIBLES, WHETHER THE CLAIM IS BASED UPON CONTRACT, BREACH OF WARRANTY, TORT, OR OTHER THEORY, RESULTING FROM OR CONCERNING THE USE OR THE INABILITY TO USE THE SERVICES OR YOUR FAILURE TO COMPLY WITH THESE TERMS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**IN NO EVENT SHALL THE TOTAL AND AGGREGATE LIABILITY OF MFPRSI OR ANY MFPRSI THIRD PARTIES FOR ANY CAUSE OF ACTION OR REASON WHATSOEVER EXCEED THE LESSER OF EITHER (1) ONE HUNDRED DOLLARS (\$100.00 USD) OR (2) ANY IOWA STATUTORY OR CONSTITUTIONAL LIMIT OF LIABILITY. YOUR SOLE AND EXCLUSIVE REMEDY UNDER THESE TERMS IS TO DISCONTINUE THE USE OF THE SERVICES. THE LIABILITY OF ANY PARTY UNDER THESE TERMS SHALL BE CUMULATIVE AND NOT PER INCIDENT. MFPRSI DISCLAIMS ALL RESPONSIBILITY FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM, ARISING OUT OF OR IN ANY WAY RELATED TO:**

- 1. ANY ERRORS OR OMISSIONS IN THE SERVICES AND ITS CONTENT, INCLUDING BUT NOT LIMITED TO TECHNICAL INACCURACIES AND TYPOGRAPHICAL ERRORS,**
- 2. ANY ERRORS OR OMISSIONS RESULTING FROM YOUR USE OF THE SERVICES,**
- 3. ANY THIRD-PARTY WEBSITES OR CONTENT THEREIN DIRECTLY OR INDIRECTLY ACCESSED THROUGH LINKS ON OUR SITE, INCLUDING BUT NOT LIMITED TO ANY ERRORS IN OR OMISSIONS THEREFROM,**
- 4. THE UNAVAILABILITY OF THE SERVICES, OUR SITE, OR ANY PORTION THEREOF,**
- 5. YOUR USE OF THE SERVICES AND/OR ANY ERRORS OR OMISSIONS IN DATA ENTRY BY YOU, OR**

**6. YOUR USE OF ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH THE SERVICES.**

**YOU MUST COMMENCE ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF THE SERVICES WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.**

**12. NOTICES**

Unless otherwise provided herein or in another express, written agreement between you and MFPRSI, notices given by us to you will be given by email or mail. Notices will be sent to the email address or mailing address you provide to MFPRSI as part of the registration process, or to updated addresses which you provide to MFPRSI via notice consistent with this paragraph. Notices given by you to MFPRSI must be given by email to [pensions@mfprsi.org](mailto:pensions@mfprsi.org) or such updated address and number as MFPRSI may provide to you consistent with this notice provision. Notwithstanding anything herein to the contrary, it is your sole responsibility to update your address for notices hereunder, and notice sent to the email address last provided by you to MFPRSI shall be valid and binding on you regardless of whether such address has been changed, canceled, has expired, has been terminated, or otherwise becomes inoperative.

All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by facsimile or email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

**13. GOVERNING LAW; ARBITRATION AGREEMENT**

**PLEASE READ THIS CAREFULLY AS IT AFFECTS YOUR RIGHTS.**

These terms shall be governed by and construed in accordance with the laws of the State of Iowa notwithstanding any conflict of laws provisions.

**YOU AGREE THAT BY USING THE SERVICES YOU ARE WAIVING THE RIGHT TO A COURT OR JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST MFPRSI, ITS PARENTS, SUBSIDIARIES, DIRECTORS, INVESTORS, SHAREHOLDERS, AFFILIATES, OFFICERS, EMPLOYEES, AND THE MFPRSI THIRD PARTIES (COLLECTIVELY, THE "MFPRSI PARTIES") ONLY IN YOUR INDIVIDUAL CAPACITY. ALL ARBITRATIONS MUST BE INDIVIDUAL; CLASS, REPRESENTATIVE, AND COLLECTIVE ARBITRATIONS ARE NOT PERMITTED.**

**EXCEPT AS PROVIDED BELOW, ANY CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THESE TERMS, THE SERVICES, OR YOUR DEALINGS WITH ANY MFPRSI PARTY WILL BE RESOLVED BY BINDING INDIVIDUAL ARBITRATION. THIS ARBITRATION AGREEMENT WILL BE INTERPRETED BROADLY AND IS GOVERNED BY THE FEDERAL ARBITRATION ACT. THE ARBITRATION WILL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) UNDER ITS COMMERCIAL ARBITRATION RULES AND, IF APPLICABLE, ITS CONSUMER PROCEDURES, AS MODIFIED BY THIS SECTION. THE MATTER WILL BE HEARD BY ONE ARBITRATOR EXPERIENCED IN COMMERCIAL CONTRACT DISPUTES, SELECTED UNDER THE APPLICABLE AAA RULES OR, IF NECESSARY, APPOINTED UNDER SECTION 5 OF THE FEDERAL ARBITRATION ACT.**

**TO START AN ARBITRATION, YOU MUST SEND A WRITTEN DEMAND DESCRIBING YOUR CLAIM TO THE AAA AND TO MFPRSI AT PENSIONS@MFPRSI.ORG. THE AAA ADDRESS IS AMERICAN ARBITRATION ASSOCIATION CASE FILING SERVICES, 1101 LAUREL OAK ROAD, SUITE 100, VOORHEES, NJ 08043 (THE “AAA NOTICE ADDRESS”). YOU MAY ALSO SEND A COPY TO THE AAA ONLINE AT [HTTPS://WWW.ADR.ORG](https://www.adr.org).**

**IF THE TOTAL AMOUNT SOUGHT IS \$15,000 OR LESS, THE ARBITRATION WILL BE CONDUCTED BY TELEPHONE, ONLINE, AND/OR WRITTEN SUBMISSIONS ONLY, WITH NO IN-PERSON APPEARANCE UNLESS THE PARTIES AGREE OTHERWISE. IF THE CLAIM EXCEEDS \$15,000, HEARING RIGHTS WILL BE DETERMINED UNDER THE AAA RULES, AND ANY HEARING MUST TAKE PLACE IN DES MOINES, IOWA. THE ARBITRATOR’S AWARD IS BINDING AND MAY BE ENTERED AND ENFORCED IN ANY COURT OF COMPETENT JURISDICTION.**

**ANY CLAIM AGAINST AN MFPRSI PARTY ARISING OUT OF OR RELATING TO THESE TERMS, THE SERVICES, OR YOUR DEALINGS WITH AN MFPRSI PARTY MUST BE COMMENCED IN ARBITRATION WITHIN ONE (1) YEAR AFTER IT ACCRUES, OR IT IS PERMANENTLY BARRED. IF APPLICABLE STATE LAW DOES NOT PERMIT THAT LIMITATION PERIOD, THE APPLICABLE STATE’S STATUTE OF LIMITATIONS WILL APPLY.**

**IF THE CLASS-ACTION WAIVER IS HELD INVALID OR UNENFORCEABLE, YOU MAY NOT ARBITRATE ANY CLASS OR COLLECTIVE CLAIM. IF THIS ARBITRATION PROVISION IS HELD UNENFORCEABLE OR DOES NOT APPLY TO A DISPUTE, THAT DISPUTE MUST BE BROUGHT EXCLUSIVELY IN THE FEDERAL COURTS LOCATED IN POLK COUNTY, IOWA, AND YOU CONSENT TO ITS PERSONAL JURISDICTION. IN THAT EVENT, YOU STILL WAIVE ANY JURY-TRIAL RIGHT AND ANY RIGHT TO BRING OR PARTICIPATE IN A CLASS OR COLLECTIVE ACTION, AND ALL LIMITATIONS OF LIABILITY AND DAMAGES IN THESE TERMS REMAIN IN EFFECT. THIS ARBITRATION AGREEMENT SURVIVES TERMINATION OF YOUR USE OF THE SERVICES AND YOUR RELATIONSHIP WITH MFPRSI. IT INVOLVES INTERSTATE COMMERCE AND IS**

**GOVERNED BY THE FEDERAL ARBITRATION ACT, 9 U.S.C. §§ 1-16, AND NOT STATE LAW.**

**YOU MAY OPT OUT OF THIS AGREEMENT TO ARBITRATE BY SENDING AN EMAIL WITHIN THIRTY (30) DAYS AFTER YOU FIRST USE THE SERVICES OR SUBMIT A REQUEST FOR INFORMATION THROUGH THE SERVICES. THE SUBJECT LINE MUST BE “REQUEST TO OPT-OUT OF AGREEMENT TO ARBITRATE,” AND THE EMAIL MUST BE SENT TO PENSIONS@MFPRSI.ORG. IF YOU OPT OUT, YOU AGREE THAT ANY ACTION WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL COURTS LOCATED IN POLK COUNTY, IOWA, USA, AND YOU CONSENT TO THEIR PERSONAL JURISDICTION.**

#### **14. GENERAL**

If any provision of these terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the terms will continue in full force and effect. Any failure to exercise or enforce any right or provision of these terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to in writing. The section titles in these terms are solely used for the convenience of the parties and have no legal or contractual significance. These terms may be assigned in whole or in part by MFPRSI. These terms may not be assigned in any manner by you without the express, prior written permission of MFPRSI.

We may revise these terms at any time in our sole discretion by posting such revised terms on the privacy page, <https://www.mfprsi.org/privacy/>. Please review the privacy page on a regular basis for changes. Continued use of our Services following any change constitutes your acceptance of the change.

If you have questions regarding these terms, please contact us via email at: [pensions@mfprsi.org](mailto:pensions@mfprsi.org); by mail at: MFPRSI, 7155 Lake Drive, Suite 201, West Des Moines, IA 50266; or by phone at: (888) 254-9200.