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#### **G. Governing Law and Jurisdiction**

These terms of use shall be governed in all respects by, and construed in accordance with, the laws of the State of Iowa, without giving effect to the choice of law principles thereof. Any and all litigation or actions commenced in connection with these terms of use (or your use of the website) shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if jurisdiction is proper. However, if jurisdiction is not proper in the Iowa District Court for Polk County, but is proper only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division. This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to the Iowa Finance Authority or the State, including sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise.

#### **H. Modification and Discontinuance**

Iowa Finance Authority and the State reserve the right to at any time to modify or discontinue, temporarily or permanently, the website (or any portion thereof) without notice for any reason or no reason whatsoever. In addition, the Iowa Finance Authority and the State reserve the right at any time to modify or remove any Information without notice to you. You agree that the Iowa Finance Authority and the State shall not be liable to you or any third party for any of the foregoing actions which may be taken by the Iowa Finance Authority or the State.

#### **I. Headings**

The headings to the sections of these terms of use have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe or interpret any such provisions.

#### **J. Waivers**

Except as specifically provided for in a waiver signed by duly authorized representatives of the Iowa Finance Authority, failure by the Iowa Finance Authority at any time to require performance by you or to claim a breach of any provision of these terms of use shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

## **K. Modifications to Terms of Use**

The Iowa Finance Authority or the State may modify these terms at any time without notice to you, and such modifications will be binding on you when posted online. Your continued use of the website following any such modification constitutes your agreement to the Terms of Use as modified.

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It is the goal of the State of Iowa to achieve and maintain a diverse workforce in state government, which includes employees with differences in age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion or disability. Iowa Code section 19B.2 provides that it is the policy of this state to provide equal opportunity in employment to all persons, and to apply affirmative action measures to correct deficiencies in the state employment system, where those remedies are appropriate.

Federal and state laws prohibit employment and/or public accommodation discrimination on the basis of age, color, creed, disability, gender identity, national origin, pregnancy, race, religion, sex, sexual orientation or veteran's status. If you believe you have been discriminated against, please contact the Iowa Civil Rights Commission at 800-457-4416 or Iowa Finance Authority's General Counsel. .

If you need accommodations because of a disability to access the Iowa Finance Authority's services, contact the Iowa Finance Authority's Communications Director. .