

Terms and Conditions for Kelly Anderson Group Online Services (USA)

1. Introduction.

Important: Please carefully read and understand these terms and conditions (“terms”). They contain an arbitration agreement, jury, and class action waivers, limitations on Kelly Anderson Group liability, and other provisions that affect your legal rights.

By installing, accessing, or using any websites, mobile apps, email newsletters and subscriptions, and other digital properties on which these terms are posted or referenced (collectively, “online services”), you are entering into a binding agreement with Kelly Anderson Group (“Kelly Anderson Group”, “Impact”, “we” or “us”). Our primary address is 2355 Lusk Drive, Neosho, Missouri 64850.

2. Privacy Statement.

Always review the Kelly Anderson Group Privacy Statement. It explains our practices concerning data collection, use, and sharing. By agreeing to these terms, you also consent to the practices detailed in the Kelly Anderson Group Privacy Statement.

3. User Agreement.

By using our online services, you are waiving specific rights, including the right to resolve disputes through court actions or administrative proceedings. You also waive rights to trial by jury or to partake in a class action lawsuit. Subscriber agrees that the liability of Impact or, its affiliates, agents, employees, directors, and suppliers hereunder is limited solely to subscriber direct damages, and in no event shall it exceed, in the aggregate, the total subscription fee paid hereunder.

Some states do not allow the limitations on liability and implied warranties set forth above. Accordingly, not all of the limitations set forth in this section may apply to Subscriber.

Users must be of legal age to access our online services. If you disagree with any of our terms, discontinue use and request account deletion at the CCPA Rights Center. <https://www.oag.ca.gov/privacy/ccpa>

4. Transmission of Compliance Data Access and Authorization.

By agreeing to these Terms and Conditions, you hereby grant permission to the Kelly Anderson Group, also known as "Impact", to transmit or otherwise provide compliance data pertaining to specific Service Provider personnel recognized as Drivers and/or Approved Safety Trainers (“Certified Trainers”) to FedEx Ground Package System, Inc. ("FedEx Ground"). This authorization is given in the interest of fulfilling compliance requirements and maintaining the standards set forth by FedEx Ground and the Kelly Anderson Group. It is understood that the data shared will strictly pertain to the compliance and certification status of the said drivers and/or trainers and will be used in accordance with all applicable data protection laws and regulations.

5. About the Online Services.

While our services have global reach, not all services described online may be available everywhere. Always obey local regulations and never use our services while operating a vehicle. Users are responsible for their devices, any associated fees designated or incurred, and maintaining account security. Impact shall not be liable for, nor shall Impact be considered in breach of the terms due to, any failure to perform its obligations as a result of the elements, fire, natural disaster, acts of God, or other causes beyond its reasonable control.

6. Modifications and Terminations.

We may, at any time, update, modify, or terminate online services. This can include pushing updates to or revoking access from Kelly Anderson Group mobile apps. Similarly, these terms can be updated at our discretion. Significant changes will be communicated, and disagreements should lead to discontinuation of use and account deletion.

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7. Contact.

For inquiries, see the Contact Us section or visit: <https://www.kellyandersongroup.com/>

8. Communication Preferences.

Users can opt-in to various communications from Kelly Anderson Group. This includes emails, text messages, and push notifications. To opt out, one might need to close their online services account.

9. User Content and Conduct.

Users might be able to share content on our platform. Such user-generated content should not violate any laws or rights of others. Additionally, users agree not to engage in any prohibited activities, such as posting harmful content or attempting to compromise our services.

10. Intellectual Property.

All content within our online services is our property or that of our suppliers, protected by intellectual property laws. We grant users a limited, non-commercial license to access and use our products and services, provided they adhere to these terms. The services and products offered by Impact are the property of Impact and are protected by copyright and other laws relating to proprietary rights.

Impact retains all rights in its respective properties worldwide. Impact does not convey or transfer any ownership rights of our services or products offered by Impact and there are no implied rights.

11. Termination.

We reserve the right to terminate user access without prior notice. Upon expiration or termination of the license, you will delete any information relating to the access from your computer(s), handheld devices, and server(s) and return any written documents or training materials provided by Impact. You agree to provide Impact with a signed, written statement, that certifies your compliance with the foregoing obligations.

You will not swap, share, or reclaim user ID(s) under any circumstance unless expressly permitted by Impact. Should Impact become aware of such misuse, we reserve the right to disable the user ID(s) and terminate all use and access to our online services and products without a refund.

12. Disclaimers and Limitations.

Our services are provided "as is." We make no guarantees regarding their operation or content. Additionally, we are not liable for any indirect damages stemming from service use. Impact does not warrant that the operation of the services and products will be error-free or without interruption. All liability with respect to the accuracy, reliability, and/or quality of third-party content shall remain with the respective content provider, and the subscriber shall have no remedy against Impact with respect to the same.

13. Governing Laws and Arbitration.

These terms are governed by Missouri state laws. Any disputes will be arbitrated in Neosho, Missouri.

14. Feedback and Suggestions.

We value feedback from our users. If you provide feedback, ideas, or suggestions, you agree that we are free to use them without any obligation to compensate you.

15. Miscellaneous.

If any term provision is deemed unenforceable, the remaining provisions stay in effect. We may modify or discontinue any part of our services at any time. If you do not agree to the Terms and Conditions as required, you will not be permitted access.