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**Update:** On April 17, 2020 we updated these Terms by adding a new licensing section ([Section 4.C](#)) that applies only to Sellers who have opted to enable their Resources for use with TpT Digital Services including a new offering from TpT enabling an interactive digital layer to be added on top of TpT Resources and shared directly with students for device-based completion.

## TERMS OF SERVICE

Last updated: April 17, 2020 (See a copy of our previous Terms of Service [here](#))

Welcome to Teachers Pay Teachers! Teacher Synergy LLC d/b/a Teachers Pay Teachers (referred to in this policy as “Teachers Pay Teachers”, “TpT”, “us”, “we”, or “our”) has adopted the following Terms of Service which govern your relationship with TpT and provide important information about your legal rights (“Terms”).

These Terms explain the rules you need to follow when you visit our marketplace located at TeachersPayTeachers.com and related subdomains (together, the “TpT Marketplace”), any affiliated web pages we may host (which together with the TpT Marketplace, we refer to in these Terms as the “Sites”), our mobile applications (“Apps”), and any other services we might offer (together the Sites, Apps, and related services are our “Services”).

**Please note that [Section 10.A](#) of these Terms describes what happens in the event of a dispute between you and TpT, and includes a binding arbitration clause as well as a class action waiver. Please review that section carefully as it affects your right to a jury trial and to participate in a class or representative action.**

The TpT Marketplace offers an open platform for educators and creators to discover, buy, sell, and share their original content for teaching and learning, classroom decor, and supplies for creating such works (“Resources”). Resources may include electronically delivered files, digital products, streaming video, physical or used goods, and other product types. TpT may modify, add, discontinue support for, or limit the availability of any product type. A Resource, together with the Resource title, description, and other listing information make up a “Resource Listing.” TpT at no time owns or sells Resources for or on behalf of our Sellers.

Users of the TpT Marketplace include members who have registered for a TpT account (“Account”) (“Members”) and visitors who browse the marketplace without registering for an Account (“Visitors”). (Visitors and Members together are our “Users”).

By using our Services as a Visitor, Member, or in any other manner, you agree to follow these Terms, including the terms of our [Privacy Policy](#), [Copyright & Trademark Policy](#), [Community Guidelines](#), [Seller Fees and Payout Rates Policy](#), [TpT for Schools User Agreement](#) (as applicable), [TpT School Access Supplementary Terms for Sellers](#) (if you are participating in TpT School Access as a Seller), and any other terms or policies which are incorporated as part of these Terms.

### 1. Membership

This section provides information on who’s eligible to join our community, how to create an account, and the types of accounts we offer. To use many of the features of our Services, we require you to register as a Member with us. Some Members post, share, and sell Resources (Sellers), other Members use their accounts only to browse, purchase, and download Resources (Buyers), and some do both. We also offer schools the ability to join TpT and connect with their teachers (Organizations).

#### A. ELIGIBILITY

To use many aspects of our Services, you’ll be asked to become a Member. Only individuals who are 18 years of age or older are eligible to become Members. By registering for an Account or using our Services, you represent and warrant that you are at least 18 years old.

When you create an Account, the information you provide needs to be true and accurate. Don't provide fake or false information, don't provide information that violates someone else's rights, and don't impersonate someone else.

We may ask for proof of your age or identity at any time in order to verify your Account and we may close or suspend access to your Account if you violate this rule or if we are unable to verify your age or identity.

If you're a school, organization, government, business, or other entity, the person whose email address is associated with the Account must have authority to bind the entity to this Agreement.

If your Account has been closed by TpT, you are no longer eligible to be a Member of our community.

## B. USERNAME & PASSWORD

You'll be asked to pick a username for your Account. Your username has to be unique and can't be inappropriate, offensive, or something that violates the rights of someone else.

You'll also be asked to pick a password to protect your Account. Together this information is used to access your Account. It's your responsibility to keep your login information confidential and you're responsible for any and all activity that happens under your Account whether or not you authorized it. If you believe that your Account has been accessed by an unauthorized person, please contact our Customer Experience team as quickly as possible at [support@teacherspayteachers.com](mailto:support@teacherspayteachers.com) so we can help.

## C. MEMBERSHIP TYPES

**Buyers.** You can join TpT as a Buyer to use our Services for purchasing and downloading Resources ("Buyer", "Buyer Membership"). A Buyer Account is owned by the individual whose name and email address are listed on the Account profile. As a Buyer, you'll be able to make purchases, download free and purchased Resources, post Feedback, questions, comments, requests, or other public messages ("Communications"), submit requests for custom products, connect with other Members, your School, or an Organization, and enjoy other features and services we may offer.

**Sellers.** You can enjoy additional capabilities that allow you to offer and sell Resources through our Services as a Seller ("Seller", "Seller Membership"). Sellers include individuals offering their own authored works ("Teacher-Authors") and organizations or entities offering materials produced by one or more employees or commissioned authors ("Publishers"). TpT reserves the right to modify your Seller Membership type at any time at our discretion. (See subsection D below for more information about Seller Memberships.)

Seller Memberships have all the same features of Buyer Memberships plus the ability to upload and sell Resources, access sales data, purchase promotional space, access marketing features and tools, and access additional information and communication features. The tools and features available to a Seller depend on the Seller's chosen Membership level.

**Organizations.** Users such as Schools or other entities using TpT for Schools ("Organization Membership") to purchase and download Resources are bound by the provisions of the [TpT for Schools User Agreement](#) which is incorporated as part of these Terms. Members who link their Account to an Organization must comply with these Terms as well as the provisions of the [TpT for Schools User Agreement](#).

## D. MEMBERSHIPS & FEES

**Purchases, taxes, and fees.** You are responsible for paying any amounts due, including any applicable taxes, when you make purchases on TpT. When you purchase on TpT, you will be charged (in U.S. Dollars) the list price for each item as well as applicable state and local sales taxes, and any fees associated with your order. By placing an order, you represent and warrant that the billing information you've provided is accurate. TpT enables Sellers to collect sales tax on applicable orders in states where they have designated an obligation. TpT is not responsible for the information provided by our Sellers and does not guarantee the accuracy of sales tax calculations. In addition, as set forth in section 5 below, for states with applicable marketplace collection laws, and for certain other states in which TpT has received permission (including by having entered into a collection agreement), TpT will calculate, collect, and remit applicable sales tax. Where sales tax applies to your order, the amount of tax due will be estimated at checkout and may differ from the final sales tax amount that will be charged when your order is processed. Where sales tax is not collected, you are solely responsible for the payment of any use tax that may apply to your purchase and you may be required to file a use tax return to pay such taxes.

**Buyers.** Joining as a Buyer is free. Buyers may, at any time, and after paying any applicable fees, upgrade to a Seller Membership.

**Sellers.** TpT offers multiple Seller Membership options. Each Seller Membership has different features and privileges, Payout Rates, and Fees.

"Fees" include (1) membership subscription fees charged each membership term ("Membership Fees"), and (2) fees charged per Resource sold ("Transaction Fees").

"Marketplace Payout Rate" is defined as the percentage of the sale price you earn for each Resource you sell through the TpT Marketplace. For clarity, Resources sold or accessed through TpT School Access (as further described in the [TpT School Access Supplementary Terms for Sellers](#)) are not considered sold through the TpT Marketplace. Marketplace Payout Rates may vary depending on the type of Resource and your Membership level. The applicable Marketplace Payout Rate is applied only to the sale price of each Resource at the time sold, before any Transaction Fees or Shipping Charges are applied. The remaining amount of the sale

price is retained by TpT as a service fee. See Section 5 for additional information on Marketplace Earnings and Payouts.

The Fees and Marketplace Payout Rates for each Seller Membership are defined in our [Seller Fees and Payout Rates Policy](#) which is incorporated as part of these Terms. If you participate as a Seller in TpT School Access, please see our [TpT School Access Supplementary Terms for Sellers](#) for applicable School Access Payout Rates. For any membership for which a Membership Fee applies, your membership will automatically renew each term unless you cancel the renewal. Click [here](#) or contact us to learn how to cancel your renewal.

We may, in our discretion, make changes to the Memberships we offer, the privileges and features available to each Membership, as well as the Fees and Marketplace Payout Rates associated with each Membership at any time.

In advance of any Fee increase or change in Marketplace Payout Rates, we'll notify all affected Users at the email address associated with the account in accordance with these Terms. Changes in Marketplace Payout Rates will be applied to all affected Sellers as of the stated effective date of the change, irrespective of any individual Seller's Membership Fee renewal date. Any increase in Membership Fees will be applied only to renewals taking place after the change goes into effect.

Sellers are responsible for any other fees or costs they may incur and for paying any applicable income, sales, or other taxes they may be subject to as a result of using our Services.

#### E. RELATIONSHIP

These Terms are the entire agreement between you and TpT, and they govern your relationship with TpT. Becoming a Member of our Services does not create an agency, employment, or partnership relationship between you and TpT. TpT is not the employer of and does not act as an agent for any Member.

#### F. ACCOUNT CLOSURE

**Closure by TpT.** We may, in our discretion, close or suspend the Account of any Member at any time for any reason, with or without notice.

**Closure by You.** You have the right to close your TpT account at any time, without notice to us. You can close your Account from your [My Account Basic page](#) or by [contacting us](#) for assistance.

**Effect of Account Closure.** After your account is closed, you'll no longer have access to your Account information, past purchases, uploaded Resources, and many of the features of our Services that require an Account. If you close your Account on your own, you can reopen your Account anytime by logging in again. If you'd like for TpT to close your Account so that it cannot be reopened upon login, please write to us.

Communications you've posted on the TpT site will not be removed if your Account is closed. You may be able to remove or edit some Communications at your discretion before you close your account. For more information about your Account information and our data retention practices, take a look at our Privacy Policy [here](#).

If you're a Seller, any Resources you've posted will no longer be searchable and your Resource pages will not be available to Users, however your paid Resources remain accessible to the Accounts of Members who have previously purchased them.

**Discontinue Services.** We may change, suspend, or discontinue offering our Services at any time. Any suspension or discontinuation in our Services may mean that that your Account, including any Resources or other materials you may have purchased from our Services, and any Resources or Communications (collectively "Content") you may have uploaded to our Services, may not be available to you or to other Users. We are not liable to you for any impact a change, suspension, or discontinuation of our Services may have including the loss of access to any Resources that you've purchased, or loss of income from your temporary or permanent inability to sell Resources through our Services.

## 2. TpT Community

**It's important to us that TpT is and always remains a safe, supportive, collaborative community for educators to share and discover new and better ways to teach. This section outlines the rules you need to follow when using TpT whether you're buying, selling, downloading free resources, or just browsing. Basically, be respectful, tell the truth, follow the law, and use common sense.**

#### A. COMMUNITY GUIDELINES

As a User of our Services, you are required to follow our [Community Guidelines](#) which are incorporated as part of these Terms. We may modify or add to these rules at our discretion. If you violate any of these rules, we may take action against your Account, such as removing Content you've posted, removing Resources from your Account, suspending or terminating your Account, issuing a refund to your Buyer, or any additional action that we deem necessary.

#### B. COMMENTS, RATINGS & REVIEWS

You may have the option to provide a review of a Resource you've purchased or downloaded for free by providing a rating and a comment ("Feedback"). Any Feedback you choose to leave should reflect your honest experience using the Resource for its intended purpose and must comply with our [Comments and](#)

[Ratings Guidelines](#). We may, at any time, set additional requirements or limitations for leaving Feedback such as a minimum or maximum characters, time-based restrictions, or other requirements. Sellers may not leave feedback on their own Resources or otherwise attempt to undermine the integrity of our Feedback system. We may remove Feedback for any reason, at any time, without notice and we may ban a Member from leaving future Feedback.

#### C. REWARDS PROGRAMS

We may, at our sole discretion, offer Members opportunities to earn rewards ("Rewards") through various programs or incentives ("Rewards Programs"). You can view the rules of our current Feedback Rewards program [here](#), and current Referral Program [here](#).

We are under no obligation to offer a Rewards Programs of any kind or to issue Rewards in any specific form. We may change the Reward amount or form, Rewards Program requirements, and the conditions for receiving future Rewards at any time. We reserve the right, at our discretion, to revoke or withhold Rewards or ban a Member from receiving Rewards or participating in a Rewards Program. We reserve the right to modify, suspend, or discontinue any such Rewards Program at any time.

#### D. MONITORING CONTENT

TpT has the right, but not the obligation, to monitor any activity and Content associated with our Services. We may investigate any complaints or reported violations of our policies and take any action that we deem appropriate. Such action may include, but is not limited to, issuing warnings, suspension or termination of your Membership, denying access, and/or removal of any Content on the site, including Resource Listings.

### 3. Resource Licensing Policy

**TpT Sellers own their Resources and give you certain rights to use them for limited purposes. This section describes the agreement between you and the Sellers you purchase from, and lets you know what's OK to do with Resource licenses you buy on TpT and the types of licenses available.**

#### A. IN GENERAL

**License.** TpT Sellers own and maintain the intellectual property rights in their Resources and grant Members licenses to use such Resources for limited use as described in this section. When you purchase a Resource, you're purchasing a license to use the Resource in accordance with the terms of this Resource Licensing Policy. All downloadable and digitally consumed Resources can only be used in accordance with a license, which can either be an "Individual License" or a "Classroom License."

Your use of any Resource, regardless of license type and whether the license is purchased by you, transferred to you by your Organization, or purchased for you as a gift or on your behalf by your school or other entity, is subject to this Resource Licensing Policy and other terms set forth in these Terms. You agree to comply with the terms of this Resource Licensing Policy as well as any additional terms the Seller provides in the Resource Listing, to the extent that such terms do not conflict with these Terms. In the event of any conflict between this Resource Licensing Policy and a Seller's terms, this Resource Licensing Policy will govern, except that Sellers may grant certain additional rights to their Resources.

#### B. INDIVIDUAL LICENSE

An Individual License is a license that may only be assigned to a single specific individual user ("Assignee") (e.g. one specific teacher) for that Assignee's lifetime use. Individual Licenses are non-transferable and may not be used by or reallocated to a different Assignee (for example, a teacher who purchases an Individual License can use such Resource, in accordance with this section, for her or his lifetime but cannot transfer use of such Resource to another teacher after her or his retirement).

Except as otherwise stated in these Terms (such as in the "Limitations on Access" section set forth below), with an Individual License, the Seller grants to the purchasing Member, for use by one Assignee, a non-exclusive, perpetual, irrevocable, non-transferable, non-sublicensable, worldwide, limited license to use the Resource for the purposes and under the conditions described below. The Seller may grant additional rights at their discretion.

##### **If you purchase an Individual License, the Seller permits you to:**

- Assign use of the Resource to one Assignee. Once an Assignee has been designated, the license cannot be used by any other individual, but you can purchase additional licenses as needed. For clarity, you can purchase an Individual License for yourself, as a gift for another person, or as an Organization purchasing on behalf of a teacher. In such cases, a single "transfer" of the Resource to the intended recipient Assignee is permitted, but you may not reallocate an Individual License from one Assignee to another or share the Resource with additional users unless you purchase additional licenses for each additional Assignee.

##### **As an Assignee of an Individual License, the Seller permits you to:**

- Use the Resource for personal, educational, and instructional use only ("Personal Use"). This means you can use Resources for your own personal purposes, for your individual study, and to teach your students.
- Print and make copies of downloadable Resources as necessary for Personal Use. Copies may be made and provided to your students, classroom aides, and substitute teachers as necessary. Copies may also be made for students' parents, classroom observers, supervisors, or school administrators for review

purposes only. Hard goods and video resources may not be copied, shared, or otherwise reproduced.

**Unless otherwise expressly permitted by the Seller:**

- You may not use the Resource, in part or in whole, for commercial purposes. This means you can't sell it, use it for advertising or marketing purposes, or use it in any other way in connection with a business or profit making activity.
- You may not post or otherwise make the Resource available on any website.
- You may not share, send, sell, sublicense, or transfer the Resource to someone else for their own Personal Use unless you purchase an additional license for each additional educator you will share it with. Each Individual License is for use by one specific educator only.

### C. CLASSROOM LICENSE

Subject to these Terms and other policies made available by TpT, Organizations using TpT for Schools may have the option to purchase an upgraded transferable "Classroom License" or upgrade an existing Individual License to a Classroom License. Classroom Licenses allow for reallocation from the original Assignee to a new user under the conditions provided in this section. Classroom Licenses are only available to TpT for Schools purchasers.

Although Classroom Licenses can be transferred from one Assignee to another in accordance with the terms of this Resource Licensing Policy, a Classroom License may be used by only one user at a time. In order to transfer a Classroom License from one Assignee to another, an Organization must first reclaim the Classroom License from the current Assignee. An Organization may reclaim a Classroom License in order to transfer it to a new user no more than once per calendar year. TpT may, in its discretion, modify the frequency with which a Classroom License may be transferred, or allow additional transfers on a case-by-case basis.

Except as otherwise stated in these Terms (including without limitation the "Limitations on Access" section set forth below), under a Classroom License, the Seller grants to the purchasing Member, for use by one Assignee at a time, a non-exclusive, perpetual, irrevocable, non-sublicensable, worldwide, limited license to use the Resource for the purposes and under the conditions described below. The Seller may grant additional rights at their discretion.

**If you purchase a Classroom License, the Seller permits you to:**

- Transfer the Resource to one Assignee (e.g. a teacher within your Organization) at a time. Unlike an Individual License, you can reclaim the license from the Assignee and re-assign it to a different user. You may not share a Resource with multiple users concurrently unless you purchase additional licenses.

**As an Assignee of a Classroom License, the Seller permits you to:**

- Use the Resource for Personal Use only.
- Print and make copies of downloadable Resources as necessary for Personal Use. Copies may be made and provided to students, classroom aides, and substitute teachers as necessary. Copies may also be made for students' parents, classroom observers, supervisors, or school administrators for review purposes only. Hard goods and video resources may not be copied, shared, or reproduced.

**Unless otherwise expressly permitted by the Seller:**

- You may not use any Resource, in part or in whole, for commercial purposes. This means you can't sell it, use it for advertising or marketing purposes, or use it in any other way in connection with a business or profit making activity.
- You may not post or otherwise make any Resource available on any website.
- An Assignee may not continue to use a License that has been reclaimed by the Assignee's Organization after the license is reclaimed.

### D. LIMITATION ON ACCESS

**Downloadable Resources.** TpT cannot guarantee continuous access to any Resource through our Service. For example, if at any time, TpT stops hosting a Resource for any reason or you or TpT terminates, suspends, downgrades, or otherwise limits your Account or access to TpT's Services, your ability to access the Resource through our Services may be terminated. It's your responsibility to maintain and store a copy of downloadable Resources on your device to ensure future access.

**Digital and Video Resources.** If you purchase access to a Resource in the format of streaming video or other non-downloadable formats, your license will expire if you or TpT closes your account, or if TpT stops hosting the Resource for any reason.

## 4. Intellectual Property

**This section describes what content on the site belongs to us and is protected as our intellectual property, what belongs to you, and the rights you grant us to use your intellectual property.**

### A. THE SERVICES AND THE SITE CONTENT

Except for Content uploaded or posted by Members, all other aspects of the Site and the Apps you find on our Services is owned or controlled by us. This includes, but is not limited to, all text, graphics, photographs, logos, and other imagery, videos, user interfaces, trademarks, computer code, and other content of our Site or

Apps (collectively, "Site Assets"). This also includes the design, structure, coordination, arrangement, expression, and the "look and feel" of Site Assets. Site Assets are protected by copyright, trademarks, trade dress, trade secret, and other intellectual property rights.

You may not use, reproduce, copy, modify, republish, perform, display, disassemble, reverse engineer, translate, or distribute Site Assets in any way to any person, computer, server, website, or other entity for any commercial purpose without our explicit permission. By commercial purpose we mean that you can't sell, license, rent, use in your own business or website, incorporate into marketing materials or presentations, or make other commercial use of our Site Assets.

## B. YOUR CONTENT

**Rights you grant to TpT.** Some parts of our Services allow you to upload or post Content. You retain any intellectual property rights that you hold in that Content. TpT does not take or claim any ownership (copyright, trademark, or otherwise) over your Content.

When you post or upload Content to our Services, you grant to us limited rights to store, use, and display, and provide access to the Content you post as necessary to provide our Services, such as to display your Resource in your store and in search results, to make your Resources available for download, and to display and promote your Resources through our Services, through email, and ads on other sites or search engines, and through other marketing campaigns. For these purposes, you grant to us a nonexclusive, irrevocable, perpetual (except as otherwise provided herein), worldwide, sublicensable license to exercise any copyright, trademark rights, or other rights in and to your Content necessary to provide our Services to you and our other Users.

**Rights you grant to others.** When a Member purchases a license to use your Resource or downloads free Resources from you, you allow them to use your Resource as described in Section 3 of these Terms above, in accordance with the license type purchased by such Member and any other terms you expressly set forth in writing in connection with such Resources (as long as any additional terms do not conflict with these Terms). For clarity, you may, at your discretion and in accordance with these Terms and any other policies set forth by TpT, grant additional rights to purchasers of your Resources, but you may not enforce limitations on such use that are inconsistent with the rights granted in Section 3.

For Classroom Licenses, the list price will automatically reflect an increase over the price you set for an Individual License, and will be determined by applying a default "premium" percentage (determined by TpT) to the Individual License list price. The default premium percentage number is subject to change by TpT. As a Seller, you may increase the premium percentage (and therefore the overall price of a Classroom License) based on available increments up to 100%, but you may not set a premium percentage lower than the default determined by TpT. Please [contact us](#) for assistance.

**Effect of account closure or Resource deactivation.** If you or TpT closes, suspends, or otherwise limits your Account or access to the Services, or downgrades your Account to a Buyer Membership, we'll no longer display your store page or your Resource Listings, and your Resources will no longer be available for purchase or download by Members who haven't previously purchased them. If you or TpT deletes or deactivates a single Resource Listing, that Resource will not be available for purchase or download by Members who have not previously purchased or downloaded the Resource, and the Resource Listing will no longer be displayed in your store or in search results. If any of the above situations takes place, TpT will continue to store your Resource file on our servers and will continue to make it available for download by Members who have previously purchased the Resource subject to other limitations set forth in these Terms. TpT will continue to display your Communications unless you remove them from the Services before you go. If you do remove them, we'll no longer display them on our Services, but we may continue to store a copy of them in our databases.

## C. DIGITAL SERVICES LICENSE SUPPLEMENT

These additional licensing terms apply to Sellers who create Resources for or enable their Resources to be used with digital (device-based and/or online) tools and features as available through the Services ("Digital Services") such as the interactive resource tool that allows Resources to be turned into device-based interactive activities. Resources created or enabled for Digital Services are "Digital Resources" which can be used as further described in this Section by Members of the TpT Marketplace and, as applicable, Schools (and School Users) using TpT School Access, and each of their respective students (collectively, "Digital Users"). If you do not participate as described in the Seller Participation Options paragraph below, the terms in this Section do not apply to you.

**Seller Participation Options.** Sellers may be able to opt in by taking action through their TpT Account or through another mechanism provided by TpT to create Digital Resources and/or enable their Resources as Digital Resources and, as functionality permits, access and use additional Digital Services functionality. If a Seller creates Digital Resources and/or enables their Resources as Digital Resources as described in this Section, the Seller agrees and acknowledges that all of the Seller's Resources will be Digital Resources and grants the following rights to such Digital Resources to TpT and Digital Users.

**Additional Rights granted to TpT.** Sellers grant TpT the following additional rights with respect to the Seller's Digital Resources notwithstanding anything to the contrary elsewhere in the Terms (***For the avoidance of doubt, TpT does not take or claim any ownership (copyright, trademark, or otherwise) in or to Digital Resources, and Sellers maintain the ownership they otherwise have in accordance with the Terms:***

- TpT may designate the Seller's Resources as Digital Resources throughout the Services.
- TpT may use the Seller's Digital Resources as needed to enable use of Digital Resources with Digital Services, including for example -- adjusting, reformatting, and modifying Digital Resources (for example to convert them to a digitizable format and to secure the underlying content), and reproducing, displaying, and distributing Digital Resources (for example to enable Digital Users to view and use them within Digital Services and in order to make unique copies available to students as needed). For purposes of this subparagraph, TpT will only use your Digital Resources for purposes related to preparing them for use with Digital Services and delivering them to Digital Users (e.g. the technical steps we need to take in the background), and as otherwise permitted by Section 4(B).
- TpT may make Digital Resources available to and facilitate use of Digital Resources by Digital Users as further described herein.

**Additional Rights granted to Digital Users.** The Seller grants Digital Users the following additional rights with respect to the Seller's Digital Resources notwithstanding anything to the contrary elsewhere in the Terms:

- Digital Users may customize ("Digitize") Digital Resources using functionality, as available, through Digital Services such as, but not limited to, selecting, combining and rearranging pages from Digital Resources, adding layered content on top of Digital Resources such as layered text or overwriting, interactive elements, layered images, drawings, video or audio files, and creating and appending answer keys to enable grading ("Digitized Content"). For clarity, Digitizing does not permit a Digital User to extract the underlying original content within the individual pages of a Digital Resource.
- Digital Users may use Digital Resources and Digitized Content for Personal Use in accordance with available Digital Services functionality, and share or assign Digital Resources and/or Digitized Content (for example through a unique link and class code combination, integrated third party application or other sharing mechanism) to enable student access and use. **Digital Resources (and Digitized Content to the extent Digitized by the Seller) remain the intellectual property of the Seller.**

**Effect of changes in your participation.** Deleting or deactivating a Resource that has been designated as a Digital Resource, closure of your TpT store, or otherwise exercising an option, as available, to disable use of your Resources as Digital Resources will cause such Resource (or Resources) to not be available as a Digital Resource to any additional Member or School purchasing or accessing the Resource after such change. Such deleted, deactivated, or disabled Digital Resource (as described in this paragraph), however, will remain a Digital Resource in accordance with this Section for any Digital User who already purchased or accessed such Resource prior to such change.

#### D. REPORTING INTELLECTUAL PROPERTY VIOLATIONS

We respect the intellectual property rights of others and expect the same from all of our Members. No Member may post any material, information, communication, data, or anything else that infringes on the copyrights, trademarks, or patent rights of someone else.

It's our policy to close the Accounts of Members who repeatedly or egregiously violate this policy.

We comply very closely with the Digital Millennium Copyright Act (DMCA) and other laws governing the use of intellectual property. Our [Copyright & Trademark Policy](#) explains our policy and process for receiving notification and removing potentially infringing material from our Services. That policy is incorporated as part of these Terms.

## 5. Payment, Marketplace Earnings, & Payouts

This section provides information on making and receiving payments, our refund policy, and how and when Sellers get paid for the Resources they sell through our Services.

#### A. PURCHASING TERMS & REFUNDS

**Refund Policy.** When you list a Resource or make a purchase on TpT, you agree to our [Refund Policy](#). Except as provided in our Refund Policy, all sales are considered final and nonrefundable once an order is submitted. We may, in our sole discretion, modify our Refund Policy or, on a case-by-case basis, issue a refund for a reason that falls outside of our Refund Policy. Sellers can view a refund and any applicable refund note in their Sales Details report. Sellers may authorize a full or partial refund for any reason by [contacting us](#).

**Payment methods and currency.** We may offer a variety of payment methods to pay for purchases, such as a credit and debit card, PayPal Account, School Purchase Order, Teachers Pay Teachers Account credit, or the available balance on a valid Teachers Pay Teachers Gift Card. We accept payments in United States Dollars (USD). Cash payments and payments in other currencies will not be accepted. We may change or add to our accepted payment methods at any time and we are not obligated to accept payment by any means other than those accepted at the time of your purchase.

**School Purchase Orders.** Payment by School Purchase Order is available only to schools, districts, and other eligible educational institutions. By submitting a School Purchase Order, you represent and warrant that you have authority to bind the purchasing entity in the transaction, and that the entity agrees to pay the total price as quoted on the TpT Purchase Order Quote, including applicable processing fees. Invoices for School Purchase Orders must be paid in U.S. Dollars, and payment is due within twenty-one days of the Invoice Date. Cash payments and payments in other currencies will not be accepted.

**Promise to pay.** When you buy something on TpT (including Resources, Teachers Pay Teachers Gift Cards, Account credit, Seller Memberships, promotional, marketing or other services which may be available to Sellers, and other products or services we may offer), you represent and warrant that you're authorized to make the purchase and to use the payment method and billing information you've provided. You further agree that TpT may charge your payment method the amount due, which will be in U.S. Dollars. We are not responsible for any additional fees you may be charged by your financial institution such as international transaction fees or overdraft fees. Payment for certain purchases by Sellers, such as promotional services, may be collected through a deduction from the Seller's next Payout, or by credit or debit card if your current unpaid Payout amount is not enough to cover the purchase price.

**Failure to pay and payment disputes.** Failure to pay as promised may result in late fees being charged, Resources being removed from your Account, Account suspension or closure, or any other action we deem necessary. If we receive notice that you've disputed a charge related to a purchase made from your TpT Account, we may, at our discretion, offer proof to challenge the dispute. Pending resolution of the dispute, we may remove the purchased Resources from your Account temporarily, or, if a refund is ultimately issued, permanently. In our discretion, we may take further action against your Account.

## B. MARKETPLACE EARNINGS & PAYOUTS

**Marketplace Earnings.** For each sale through the TpT Marketplace, Sellers earn the applicable Marketplace Payout Rate that applies to their Membership Type (“Marketplace Earnings”). Marketplace Earnings are reduced by the full amount of any Transaction Fees that apply, and increased by the full amount of any shipping fees charged. Marketplace Earnings together with any other earnings Sellers can receive through our Services, such as through sales or access as part of TpT School Access, are “Total Earnings”. For details on our Seller Membership options, and the Fees, and current Marketplace Payout Rates that apply to each, see our [Seller Fees and Payout Rates policy](#). Unless otherwise specified, Total Earnings are paid in monthly payments (“Payouts”) according to the schedule described in this Section.

**Payout Account.** To issue Payouts, we work with third party companies which process and transfer funds between us and our Sellers (“Payment Services”). To receive Payouts, Sellers must have an Account capable of receiving payments with a supported Payment Service (“Payout Account”). You can find a list of supported Payment Services [here](#). If you have questions about the status of your Payout Account, please reach out directly to the Payment Service you use. If you are unable to register a Payout Account with any of the supported Payment Services, we may consider alternative means of issuing Payouts at our discretion on a case-by-case basis. We make no guarantees about the services offered by any third party companies including the current or any future Payment Services we may support, and we are not responsible for any payment delays or other complications caused by Payment Services. We may, at our discretion, modify the list of supported Payment Services at any time, discontinue support for an existing Payout Service, or make additional Payout options available.

**Schedule.** We issue Payouts on a monthly basis by the twenty-first day of the month following the month in which a sale was made. For example, Marketplace Earnings related to a sale made through the TpT Marketplace in the month of January will be paid as part of a monthly Payout issued by February 21st. We may, at our sole discretion, withhold or delay a Payout due to any Seller who we believe to be in violation of any of these Terms. After the matter is resolved, we will either refund the associated sale(s) or complete the Payout.

**Payment Service Fees.** Payment Services may assess transaction fees when we transfer your Payouts to you. We will deduct from your Payout an amount equal to or less than the transaction fee assessed to us by the Payment Services. These transaction fees are subject to change at the discretion of the Payment Services. We are not responsible for any additional fees or taxes you may incur from other third parties related to receiving or accessing your Payouts.

## C. SALES TAX

Except in the case of Marketplace Collection (as defined below), you may have and are responsible for the collection and/or payment of any sales tax you may owe. TpT Sellers may have the option to use a third party service integrated with the Services (the “Tax Services”) to enable sales tax collection on TpT in states where the Seller has designated a sales tax obligation.

**Seller Obligations.** By operating as a Seller on TpT, and whether or not you opt to use the Tax Services, you hereby agree to the following:

- **Registration.** You represent and warrant that you will use the Tax Services only to calculate and collect sales tax in jurisdictions where you are registered to collect sales tax.
- **Remittance.** You represent and warrant that you will remit any collected sales tax that TpT provides to you to the appropriate taxing authorities in accordance with applicable laws. TpT is not responsible for and will not remit collected sales taxes for tax collected in states not designated in the list of Marketplace Collection states, or for any taxes collected in such states prior to the date on which TpT first begins Marketplace Collection in such a state.
- **Product tax codes.** You acknowledge and agree that you are responsible for designating the appropriate tax codes for your Resources. Where TpT has provided a default product tax code designation, you understand that it's your responsibility to verify that selection (and modify as may be necessary).
- **Accurate information.** You represent and warrant that the information you provide for the calculation and collection of sales tax, including but not limited to your street address, is accurate and up to date.
- **No warranties.** You acknowledge and agree that TpT is not responsible for and cannot and does not guarantee the accuracy or availability of the Tax Services or any other service you use to calculate or collect taxes or to determine the taxability or non-taxability of any transactions. You further acknowledge and agree that when you access the Tax Services or any other third party tax services through the Services or on the Internet, you do so at your own risk. The Tax Services and other Third Party Services are not under TpT's control, and you acknowledge that TpT is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such services or resources. You further acknowledge and agree that TpT shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such services, goods or resources available on or through the Tax Services or any other Third Party Services.
- **Indemnification.** You agree to indemnify, defend, and hold harmless TpT, its employees, officers, directors, agents, and affiliates from and against all costs, expenses, damages, judgments, and liabilities (including reasonable attorneys' fees) resulting from allegations, threats, claims, suits, or other proceedings (i) brought by third parties related to your use or misuse of the Tax Services or any other tax services you use in connection with the Services; and (ii) brought by any taxing authority, related to your failure to properly remit any taxes which are owed by you in connection with your use of the Services.

**TpT's Obligations.** TpT will calculate, collect, and remit sales tax on applicable orders in states having marketplace collection laws requiring us to do so, and in certain other states in which TpT has received permission to do so (including by having entered into a collection agreement) (“Marketplace Collection”). You hereby authorize and permit TpT to engage in Marketplace Collection on your behalf. The list of applicable states and effective dates for which TpT will provide Marketplace Collection, which will be updated from time to time, can be found [here](#).

## 6. Your Privacy

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This section describes how we protect your personal information and how you can report a violation of your privacy.

#### A. OUR PRIVACY POLICY

The privacy and security of your data and the personally identifiable information you give us is important to us. Our [Privacy Policy](#) explains the data we collect from you and how we use it. By using TpT Services, you agree that we may use such data in accordance with our privacy policies.

#### B. HOSTED CONTENT

We don't control and aren't responsible for the Content posted by our Members, including any disclosures of personal information by our Members. However, it's important to us that our Members respect the privacy rights of others. If you believe that Content on our Services violates your personal privacy rights, contact us at [support@teacherspayteachers.com](mailto:support@teacherspayteachers.com) or by using our [Contact Us](#) form for assistance.

## 7. Indemnity

This section describes what happens if TpT gets sued because of something you did. We hope that never happens, but if it does you agree to defend TpT against liability for your actions.

You agree to indemnify, defend, and hold harmless TpT, its employees, officers, directors, agents, and affiliates from and against all costs, expenses, damages, judgments, and liabilities (including reasonable attorneys' fees) resulting from allegations, threats, claims, suits, or other proceedings brought by third parties related to your use or misuse of our Services, including but not limited to any breach of these Terms, violation of any federal, state, or local law, and infringement of someone else's intellectual property, privacy, publicity, or other rights.

## 8. Limitation of Liability & Warranty Disclaimer

We work very hard to provide the best experience possible to every user, but we're not able to guarantee that things will always work perfectly or that the site will always be available. TpT is offered "as-is" and "as available" without any guarantees.

**Our Services.** We work hard to ensure that our Services are always available and working properly, but disruptions do occur from time to time and we can't guarantee that any or all features will always work, or that our Services will be continuously available.

TpT is constantly working to improve our Services for all of our community Members and Users. We may update or change available functionality at any time. We make no guarantees to Sellers or other Members respecting the findability or searchability of any Resource Listing offered through our Services. We make no guarantees about how much any Seller may earn or whether the level at which a Seller is earning is likely to continue into the future.

YOU AGREE THAT THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TPT (INCLUDING ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, AND AFFILIATES) DISCLAIMS ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO YOUR USE OF THE SERVICES. WE MAKE NO GUARANTEES RESPECTING THE AVAILABILITY OF THE SERVICES, THE SECURITY OF THE SERVICES AT ANY PARTICULAR TIME OR FROM ANY PARTICULAR LOCATION, THE CORRECTION OF ANY DEFECTS OR ERRORS, EXISTENCE OF ANY VIRUSES OR OTHER HARMFUL MATERIALS, OR ANY OTHER GUARANTEES.

YOU AGREE THAT TPT (INCLUDING ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, AND AFFILIATES) SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, REPUTATION, USE, DATA, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (I) THE ACCESS TO, USE, OR THE INABILITY TO ACCESS OR USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE.

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. TPT'S LIABILITY TO YOU OR ANY THIRD PARTY SHALL BE LIMITED TO (A) THE TOTAL AMOUNTS PAID BY YOU TO TEACHERS PAY TEACHERS DURING THE TWELVE (12) MONTHS PRIOR TO THE CLAIM OR ACTION ALLEGEDLY GIVING RISE TO SUCH LIABILITY, OR (B) ONE HUNDRED DOLLARS (\$100.00 USD), WHICHEVER IS THE LESSER AMOUNT.

**Content.** The Resources and Communications on our Services are uploaded or posted by our Members. TpT does not produce, approve, post, or upload Resources or Communications. The Content you see on our site and any views, opinions, or assertions presented are those of the Members who posted the Content and do not reflect the opinions, or the official policy or position of TpT. TpT makes no representations or warranties as to the quality, accuracy, effectiveness, legality, appropriateness, or other aspects of any Content.

**Interactions with other Members.** You may have the ability to communicate, interact, or otherwise connect with other Members through our Service. It's your responsibility to take precautions when sharing any information about yourself with another Member or anyone else, and you release TpT from any liability that may

arise out of your interactions with another Member of our Service.

**Third Party Content.** As you use our Services, there may be links, ads, or other ways for you to visit other websites not owned or controlled by TpT. When you access third party websites, you do so at your own risk. TpT cannot and does not make any representations or warranties about other websites or services.

**Third Party Services.** The Services may permit you to link to other websites, or use other services or resources on the Internet in conjunction with our Service (“Third Party Services”), and Third Party Services may contain links to the Services. When you access Third Party Services, you do so at your own risk. Third Party Services are not under our control, and you acknowledge that we are not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such Third Party Services. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such Third Party Service.

## 9. Changes to these terms

We may make changes to these Terms from time to time. Whenever the changes we’re making are material to you, we’ll attempt to notify you before those changes go into effect so that you can choose whether or not to continue using our Services. To notify you, we may send a message to the email address we have for your Account, we may post notifications around our Services, or we may use other communication methods to reach you.

This includes periodic changes to our Privacy Policy, Copyright & Trademark Policy, Community Guidelines, Seller Fees and Payout Rates Policy, and any other policies which are incorporated as part of these Terms.

The notice will include the date on which the changes will be effective. Continuing to use our Services after the changes go into effect serves as your acceptance of the changes.

## 10. Other Terms

In this section, you’ll find additional rules for using TpT such as what happens if there is a dispute between you and TpT, and certain modifications for government Users.

### A. DISPUTES WITH TpT

In the case of a dispute between you and TpT arising out of these Terms or your use of our Services, the following rules will apply. **PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS.**

**Binding Arbitration.** You and TpT agree that any dispute arising out of or relating to these Terms or your use of our Services will be settled through binding arbitration, conducted by the American Arbitration Association (AAA) and in accordance with their Commercial Arbitration Rules. Your responsibility to pay any filing, administrative, or arbitrator fees will be solely as set forth in the AAA rules. To the extent permitted under AAA rules, the arbitrator may award costs, fees, and expenses, including reasonable attorney’s fees, to the prevailing party. A decision reached by arbitration will be final and binding and may be entered as a judgment by any court having jurisdiction. You understand that there is no judge or jury in arbitration, and that other procedural rights such as discovery and appeal are not available in an arbitration. YOU AND TPT EACH KNOWINGLY AND VOLUNTARILY AGREE TO WAIVE YOUR RESPECTIVE RIGHTS TO A TRIAL BY JUDGE OR JURY AND TO HAVE YOUR CASE HEARD IN A COURT OF LAW.

Disputes will be settled on an individual basis. YOU AND TPT EACH KNOWINGLY AND VOLUNTARILY AGREE TO WAIVE THE RIGHT TO BRING OR PARTICIPATE IN A CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTION OR ARBITRATION. Notwithstanding this clause, each party may seek injunctive or other equitable relief in a court of competent jurisdiction in New York County to protect the party’s intellectual property rights pending completion of the arbitration.

**Governing Law.** These Terms are governed by the laws of the state of New York, and the laws of the United States of America without regard to principles of conflict of law, and regardless of where you are located in the world.

**Venue.** TpT is located in New York, with our headquarters in New York City. Any dispute subject to Binding Arbitration will take place in New York County, New York. For any other judicial action that may arise between you and TpT, or for which our Binding Arbitration clause is found not to apply, both you and TpT agree to submit to the venue and personal jurisdiction of the state and federal courts located in New York County, New York.

### B. NO WAIVER

Any failure by TpT to enforce any right or provision of these Terms does not constitute a waiver of that right or provision and will not limit our right to act or enforce these Terms against subsequent or similar breaches.

### C. SEVERABILITY

If any part of these Terms is deemed invalid, unenforceable, or illegal, that part which is unenforceable is severed from the Terms, and will have no impact on the enforceability of the remainder of these Terms.

#### D. GOVERNMENT AGENCIES & PUBLIC ENTITIES

If you are a federal, state, or local government or government agency in the United States and are using TpT in your official capacity, the following amendments to these Terms apply:

**Federal Governments & Entities.** If you are a federal government or federal government entity, the provisions entitled “Indemnification,” “Binding Arbitration,” “Governing Law,” and “Venue” do not apply to your official use of the Services only to the extent that they are inconsistent with federal laws or regulations.

TpT will not use your name, seals, trademarks, or the fact that you’re a member of our Services to purposefully state or imply an endorsement of our Services. TpT will use your name, seals, trademarks, and the fact that you’re a member of our Services as necessary in the regular operation of our Services and to deliver our Services to you and to other Members.

**State and Local Governments & Entity.** If you are a state or local government, or state or local government entity, the provisions entitled “Indemnification,” “Binding Arbitration,” “Governing Law,” and “Venue” will apply to your official use of the Site and the Services only to the extent permitted by your jurisdiction’s laws.

## 11. Survival of Terms

Some parts of this agreement stay in effect even if you decide to stop using TpT or if TpT closes your account.

The following provisions survive if you cease using our Services or your Account is closed by you or by TpT for any reason:

- **Visitors.** If you continue to access our Services as a Visitor, any Terms that apply to Visitors still apply to you.
- **Intellectual Property Rights.** You still have to respect our intellectual property rights as described in Section 4.A, and if you’ve posted Content, you’re bound by Section 4.B.
- **Rules for Listing Resources.** If you’ve sold Resources, our rules requiring continued access to your Resources for Members who have previously purchased or downloaded them still apply. This means, if you’re hosting any Resource content through a third party, access through that third party host must be maintained.
- **Rules for Purchasing and Downloading Resources.** After your Account is closed, you have to follow the licensing rules about how you can use Resources you’ve purchased or downloaded and who you can share them with, our Refund Policy, and our Payment Disputes policy.
- **Privacy Policy.** Section 6 of these Terms and the terms of our [Privacy Policy](#) continue to apply, including data we collect from Visitors if you continue to visit our Site, how we treat and use your Account information after your Account is closed, and how you can report Content that you believe violates your privacy rights.
- **Earnings and Payouts.** Any final Payouts due to you are subject to these Terms and will be paid in accordance with Section 5.
- **Disputes with TpT.** Any legal action that might arise between you and TpT related to your use of TpT is governed by the provisions of Section 10.A of these Terms.
- **Warranty Disclaimer, Limitation of Liability, and Indemnity (Section 7 and Section 8).** TpT’s warranty disclaimer remains in effect, you can’t hold TpT liable for losses or damages due to your use of TpT, and you still have to defend TpT against legal action arising from your use of the Services.

## 12. How to Contact Us

You can reach us by emailing [support@teacherspayteachers.com](mailto:support@teacherspayteachers.com), or by submitting a message using our [Contact Us](#) form.

To submit a notice pursuant to the DMCA, follow the instructions in our Copyright & Trademark Policy [here](#)

## TpT School Access Supplementary Terms for Sellers

TpT School Access ("School Access") is a TpT Service for educational institutions and organizations ("Schools") and which enables a School's administrators and staff ("School Users") limited access to a subset of Resources from the TpT Marketplace ("School Access Catalog") on a subscription basis (School Access Subscription). Subject to these TpT School Access Supplementary Terms for Sellers ("SA Terms"), TpT Sellers may have the opportunity (as eligible, and subject to Sellers' right to opt out as provided in Section 1.c below) to participate in School Access by having their eligible Resources included in the School Access Catalog ("SA Sellers"). These SA Terms contain additional terms specific to TpT School Access, are incorporated into and made part of our Terms of Service and apply to all SA Sellers in addition to our Terms of Service. Capitalized terms not explicitly defined in these SA Terms have the meaning assigned in the Terms of Service. Where there is a conflict between these SA Terms and the Terms of Service, these SA Terms will govern only to the extent of such conflict and only for matters relating TpT School Access. For the avoidance of doubt, where these SA Terms are silent, the relevant provisions in the Terms of Service will apply.

### 1. Seller Eligibility and Option to participate.

**a. Seller Eligibility.** To be eligible to participate in the School Access Catalog (an "Eligible Seller") you must, as of December 6, 2019, have i) an active Seller Membership and ii) at least one Qualifying Resource (as defined below). This means that you are not an Eligible Seller if you join or upgrade your existing Membership after December 6, 2019, or if you have an existing Seller Membership but do not have any Qualifying Resources as of December 6, 2019. TpT reserves the right in its discretion to change these eligibility requirements, make eligibility determinations on a case by case basis, and to allow or deny participation in the School Access Catalog to any Seller, whether or not an Eligible Seller, at any time, for any reason.

**b. Term.** Eligible Sellers who do not opt out in accordance with Section 1(c) below will be SA Sellers from January 1, 2020 to June 30, 2021 ("Term").

**c. Participation Opt Out.** Eligible Sellers who do not wish to participate in the School Access Catalog may opt out until December 6, 2019 at 11:59pm PST ("Opt-Out Deadline"). Except for Sellers who TpT determines have not accessed their TpT Account between 12:01 am EST on November 6, 2019 and 11:59pm PST on December 6, 2019, all Eligible Sellers who do not opt out by the Opt-Out Deadline will be SA Sellers for the duration of the Term and will have their Qualifying Resources included in the Schools Access Catalog. A Seller who opts out in accordance with this Section will remain opted out for the duration of the Term, provided that TpT reserves the right to make exceptions in its discretion on a case-by-case basis.

### 2. Qualifying Resources.

**a. Resource Eligibility Criteria.** A "Qualifying Resource" is a Resource (including any updates made thereto), that is i) active on the TpT Marketplace and ii) free or priced up to and including fifteen dollars (\$15). A Resource's price for purposes of determining whether the Resource meets the criteria of Section 2(a)(ii) above and for calculating a Seller's School Access Earnings in Section 3(a) below is the "bundle discount price" if one is set, or the base list price if no bundle discount price is set ("Price"). In other words, the Price is the price that a Buyer actually pays for the Resource in the TpT Marketplace (except that the Price will not be impacted by a periodic store or site wide sale discount offered by the Seller or TpT). The School Access Catalog will include all Qualifying Resources of SA Sellers. TpT reserves the right in its discretion to change these eligibility criteria, to make eligibility determinations on a case by case basis and may allow, remove or deny inclusion in the School Access Catalog to any Resource at any time, whether or not a Qualifying Resource.

**b. User Access.** For each Qualifying Resource, each unique School User who accesses (by download or otherwise) the Qualifying Resource from the School Access Catalog will count as one "Access." Each Access is only counted once per School User per School Access Subscription and is attributed to the month in which the particular School User first accessed the Resource. For the avoidance of doubt, additional use throughout the School Access Subscription by the same School User will not count as additional Access (and the Seller will not earn additional School Access Earnings in accordance with Section 3(a) below), but if the same School User accesses the Resource in a subsequent School Access Subscription, the first such access in any subsequent School Access Subscription will count as a new Access. Notwithstanding the foregoing, TpT may offer the ability for School Users to preview a Resource, and any such preview will not count as an Access.

**c. Status Changes.** At any point during the Term, a Resource's status as a Qualifying Resource is determined based on whether it meets the criteria in Section 2(a) at that particular moment in time. This means that fluctuations in Price and changes in the active status of a Resource will be reflected automatically in the status of an existing Resource as a Qualifying Resource (or lack of such status) throughout the Term, and Resources newly uploaded by SA Sellers at any point during the Term may be Qualifying Resources if and as they meet the criteria of Section 2(a).

**d. Impact of status changes.** In the event that a Qualifying Resource ceases to meet the criteria in Section 2(a) at any point during the Term (whether temporarily or permanently), for the period of time during which the Resource is no longer a Qualifying Resource, the Resource i) will no longer be available in the School Access Catalog to School Users who did not previously Access it, and ii) may remain accessible to any School Users who have already Accessed the Resource for the remainder of such School Users' current School Access subscription. For example, such a status change could occur if a Seller adjusts a

Resource's Price or deactivates the Resource from the TpT Marketplace.

**3. School Access Payouts.** SA Sellers will be compensated ("School Access Earnings") for their participation in the School Access Catalog in accordance with the following:

**a. School Access Payout Rate.** SA Sellers will earn School Access Earnings per Access (as defined in Section 2(b) above) of each Qualifying Resource by each School User per such School Users' School Access Subscription at the following rates (the rates to be paid for First Access and Subsequent Access through TpT School Access will be the "School Access Payout Rate"):

- **First Access:** During the Term, for each School User's first Access of a Qualifying Resource (i.e. the first time that a unique School User Accesses a particular Qualifying Resource, whether or not such Access occurs in the School User's first School Access Subscription; such Access is "First Access"), the SA Seller will earn an amount equal to eighty percent (80%) of the Seller's applicable Marketplace Payout Rate based on the Price of such Resource at the time of First Access. For example, if the Seller's then-current Marketplace Payout Rate is eighty percent (80%), the Seller will earn sixty-four percent 64% (which is 80% of 80%) of the Price of the Seller's Qualifying Resource for the First Access by each unique School User during the Term.
- **Subsequent Access:** For subsequent Access of a Qualifying Resource by each School User (i.e. each School User who accesses the same Qualifying Resource again in a subsequent School Access Subscription year; such Access is "Subsequent Access"), the SA Seller will earn an amount equal to sixty percent (60%) of the Seller's then-current Marketplace Payout Rate based on the Price of such Resource at the time of the Subsequent Access. For example, if the Seller's then-current Marketplace Payout Rate is eighty percent (80%), the Seller will earn forty-eight percent (48%) (which is 60% of 80%) for each such School User's Subsequent Access.

The School Access Payout Rate is subject to change at TpT's discretion and in accordance with any required notices as provided for in the Terms of Service.

**b. Schedule:** Subject to these SA Terms and the Payout schedule and conditions described in Section 5.B of the Terms of Service, each Seller will be paid School Access Earnings on a monthly basis to the Seller's selected Payout Account. School Access Earnings for each month will be included in the Seller's Payout together with the Seller's Marketplace Earnings, if any, from that month. For example, Marketplace Earnings earned from sales in February along with School Access Earnings for Qualifying Resources Accessed in the month of February will be included in the Seller's Payout paid in March. TpT reserves the right, in its sole discretion, to withhold or deny all or any part of any School Access Earnings to any Seller if we believe that the Seller has violated any of our Terms or policies.

**4. Resource License Grant.** Notwithstanding anything to the contrary in Section 4.B of the Terms of Service:

**a. To TpT.** TpT does not take or claim any ownership (copyright, trademark, or otherwise) of Resources, and SA Sellers maintain the ownership they otherwise have as Sellers on the TpT Marketplace. As described below, SA Sellers only license Qualifying Resources to TpT, which allows us to host SA Seller's Qualifying Resources on a new platform and provide them as part of the School Access service. To that end, SA Sellers hereby grant TpT a limited, non-exclusive, worldwide, royalty-free, assignable and transferable license to store, display, reproduce (for example, in order to make Resources available throughout the School Access Services and be able to provide copies to individual School Users who Access a Resource), reformat and modify (for example, to be able to make technical changes to the file in the background, and/or to add protective layers or other content such as notices on top of a Resource to protect them against misuse), provide access to and otherwise use all Qualifying Resources to provide the School Access Services, in their current form or any future form they may take. The rights granted in this section extend to all current Qualifying Resources and any Resource that was previously, but may no longer be, a Qualifying Resource in order to enable a School User who has already Accessed such a Resource continued use of the Resource for the remainder of such School User(s)' School Subscription.

**b. To School Users.** SA Sellers grant School Users a non-exclusive, worldwide, royalty-free, non-transferable, non-sublicenseable limited license to use Accessed Resources for their individual and instructional use for the internal purposes of the School for the duration of the School User's current School Access Subscription (which may, for clarity, exceed the Term).

**c. Effect of Resource Deactivation.** If an SA Seller or TpT deactivates one or more of a Seller's Qualifying Resources, i) as of the date of deactivation, the deactivated Resource will not be considered a Qualifying Resource and will no longer be available in the School Access Catalog to School Users who did not previously Access it, and ii) if the deactivated Resource has already been Accessed by one or more School Users it may still be accessible to such School Users for the remainder of the School User's current School Access Subscription.

**d. Effect of Store Closure.** Subject to Section(3)(b) above, if an SA Seller's store or Account is closed by the Seller or by TpT, i) any outstanding School Access Earnings for Access occurring up to the date the Seller's Account or store was closed will be paid in the next monthly Payout, ii) the Seller will receive no School Access Earnings for any remaining months of the Term, and iii) all of the Seller's previously Qualifying Resources will be treated in accordance with Section 4(c) above.

**5. No Warranties.** Participation in School Access is at your own risk. TpT makes no, and hereby disclaims any and all warranties of any kind, express or implied. We

cannot make any guarantees as to the number of Schools that may subscribe to School Access, the amount you may earn in School Access Earnings in any particular month, or any other result or impact, tangible or intangible as a result of your participation. TpT will not be liable to you for any loss, damage, or harm you may suffer as a result of your participation in School Access.

**6. Indemnification.** You are responsible for the content of your Resources and agree that you will indemnify, defend, and hold harmless TpT, its agents, employees, officers, and directors from and against any and all costs, expenses, damages, judgments, and liabilities (including reasonable attorneys' fees) resulting from allegations, threats, claims, suits, or other proceedings brought by third parties relating to your Resource(s) in whole or in part, including any claims of infringement on the intellectual property rights, privacy or publicity rights, or any other rights of any third party.

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## TpT for Schools User Agreement

These additional terms apply to your use of TpT for Schools.

Welcome to TpT for Schools!

TpT for Schools unlocks great new features for connecting schools with their teachers and bringing curriculum planning and collaboration to TpT.

This TpT for Schools User Agreement (the "Schools Agreement") is entered into between Teacher Synergy LLC ("Teachers Pay Teachers", "TpT") and the Organization that you represent, and governs use of TpT for Schools by the Organization and each of its members. By using TpT for Schools, you and your Organization agree to this Agreement, as well as the TpT [Terms of Service](#) and [Privacy Policy](#) (collectively, the "Agreement"). Your Organization is responsible for ensuring that you and all participating members of your Organization agree and abide by the terms of this Agreement. If the Organization doesn't agree to any of the terms of this Agreement, please do not use the Service.

All capitalized terms not otherwise defined herein have the same meaning as set forth in the Agreement.

### MEMBERSHIP

**Organization Membership.** An organization (such as a school or other educational institution) may create a collaborative account on TpT for Schools ("Organization Account"). Organization Accounts may be opened only by individuals with authority to bind the Organization to the Agreement. By creating an Organization Account, you're representing that you're an agent of the Organization and that you're authorized to act on behalf of the Organization.

Organization Accounts enjoy many of the same features as other TpT Members, as well as some additional features for communicating with other members, managing purchases, and managing account access by other members of your organization. Organization Accounts are owned by the Organization and may be controlled and administered by one or more Organization Account managers ("Organization Manager").

New and existing Members of TpT can be invited to link their personal TpT account to an Organization Account and will be added to the Organization's roster as an "Organization Member."

**Removal of Members and Managers.** Organization Members or Managers may be removed from an Organization at any time by the Organization, or by TpT.

The Organization is responsible for removing Members who should no longer have access to the Organization Account, for example if the Member has left the employ of the Organization or if the Organization has reason to know that the Member has violated the Agreement in their use of the Organization Account.

Once removed, Organization Members will no longer have access to any Distributed Licenses claimed by the account, can no longer submit Resource requests to that Organization, and can no longer access the Organization's library or other Organization Account features.

Similarly, once removed, Organization Managers no longer have access to the Organization's library, request list, or any other Organization Account features including receiving and approving Resource requests, distributing Resource Licenses, or making purchases on behalf of the Organization.

If you'd no longer like to be an Organization Member or Manager, email us at [support@teacherspayteachers.com](mailto:support@teacherspayteachers.com) or submit a request through our [Contact Us page](#) and we'll be happy to help with that.

**Account Termination.** The Organization or TpT may terminate this Schools Agreement at any time upon written notice. Upon termination, all Members and Managers will be removed from the Organization Account, and Members will not longer have access Organization account features, including the Organization's library of purchases and Distributed Licenses. All warranty disclaimers, TpT's limitation of liability, and the confidentiality provisions survive this Schools Agreement.

To terminate an Organization Account, the Organization Account Manager or another authorized representative of the Organization may contact us at [support@teacherspayteachers.com](mailto:support@teacherspayteachers.com) or submit a request through our [Contact Us page](#) and we'll be happy to help with that.

### RIGHTS OF ORGANIZATION MANAGERS

Organization Managers may:

- Invite others to join the Organization Account
- Receive and approve Resource requests, and make purchases
- Distribute Resource Licenses to other Organization Members
- Remove Distributed Licenses from an Organization Member's account
- Remove Members from the Organization Account
- Leave Feedback (comment and rating) for Resources purchased
- Manage and update account and billing information
- Manage Member permissions and privileges

## RIGHTS & PRIVILEGES OF ORGANIZATION MEMBERS

Organization Members may:

- View the Organization's library including purchased Resources and pending Resource requests
- Submit requests for Resources
- Receive and access Distributed Licenses
- Communicate and collaborate with other Organization Members and Managers

Additional privileges may be added at the Organization or Organization Manager's discretion. Resources purchased and shared by the Organization belong to the Organization and may be removed from a Member's or Manager's account at any time.

**Your Personal TpT Account.** Your personal TpT account remains your own. This means that only you have access to the Resources you've purchased on your own, and any free downloads you've added to your account. Your Organization will not see or have access to your personal information or purchases.

## PURCHASES & REFUNDS

Organizations are responsible for paying for purchases placed from the Organization Account. TpT's [Refund Policy](#) applies to those purchases. Purchased licenses that have not been claimed or claimed licenses that have not been downloaded are eligible for a refund. All other refund requests will be reviewed in accordance with the exceptions outlined in our [Refund Policy](#).

## LICENSE RIGHTS & SHARING

All Resources purchased on TpT are licensed to you by the Seller for limited and individual use in accordance with the provisions of our [Terms of Service](#).

Using TpT for Schools, an Organization Manager has the ability to distribute Licensed Content to an Organization Member for that Member's individual use ("Distributed License"). The Organization must purchase a separate Individual License for each Organization Member to whom Licensed Content will be distributed. A Distributed License is downloadable directly from the Organization Member's TpT account and may be removed from that Member's account upon request (please contact TpT for assistance).

Unless otherwise permitted by the Seller or TpT, Resources may not be posted publicly or otherwise made available online, may not be distributed to Members in excess of the number of licenses purchased, and licenses are not transferable. This means Licensed Content may not be reallocated from one Organization Member to another unless permitted by the Seller or TpT.

We may make additional license types available at our discretion and with consent of the Seller. License types, prices, and availability may vary. The options presented at checkout are the only options available to you at any given time.

## FEEDBACK & CREDITS

Any TpT credits earned for leaving Feedback will be added to the TpT account of the Organization Manager who made the purchase and can be used towards future Organization purchases.

## CONFIDENTIALITY

The Service and all related information are TpT's Confidential Information. You may use the Confidential Information only for the purpose of evaluating and providing feedback on the Service. You agree that you won't disclose or copy any Confidential Information, and, if asked in writing, you'll return or destroy it. You may disclose Confidential Information to your employees, including those using the TpT for Schools service, only if your employees are bound to restrictions at least as protective of the Confidential Information as those in this Agreement. Confidential Information doesn't include information that (i) is generally known or available to the public, through no act or omission of yours; (ii) was known, without restriction, prior to receiving it from us; (iii) is rightfully acquired from a third party who has the right to disclose it without restriction; or (iv) is independently developed.

### PRIVACY & INFORMATION SHARING

- When you use TpT for Schools, Organization Account activity such as the Organization Member roster, the Organization's library of Resources, and Resource requests will be visible to other Organization Members and Managers. Please review our [Privacy Policy](#) for additional details on how we collect, use, and share information.

- **Linking your Account.** To connect to an Organization, you'll be asked to provide or confirm your first and last name, and your role. This information will be shared with your Organization, added to your Organization's member roster, and may be visible to other Organization Members or Managers.

- **Requesting Resources.** Members can submit Resource requests which will be received by email by the Organization Manager and will be visible to other other Organization Members as part of the Organization's list of pending requests.

- **Receiving Resources.** The Organization, via the Organization Manager, may distribute Resource Licenses to Members. Other Members and Managers may be able to see the Resource License recipient, claimed status, and whether the Resource License has been downloaded.

- **Purchases.** All purchases placed by an Organization Manager will be added to the Organization's shared library which is visible to all other Organization Members and Managers.



Teachers Pay Teachers is an online marketplace where teachers buy and sell original educational materials.

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