

TpT ClassFund Terms and Conditions

TpT ClassFund is a Service of Teacher Synergy LLC (“Teachers Pay Teachers”, “TpT”, “we”, “us”, or “our”). These TpT ClassFund Terms and Conditions along with our [Terms of Service](#) and our [Privacy Policy](#), each of which are incorporated herein by reference, (collectively, the “Terms”) are a binding contract between you and TpT and govern your use of TpT ClassFund. In the event of a conflict or any ambiguities between these TpT ClassFund Terms and Conditions and our [Terms of Service](#), [Privacy Policy](#), or any other terms, the TpT ClassFund Terms and Conditions control for the TpT ClassFund Service. By using TpT ClassFund in any way, you represent and warrant that you are at least 18 years of age and that you have read, understand, and agree to these Terms, and, if you are using TpT ClassFund on behalf of an organization or entity, you represent and warrant that you are authorized to accept these Terms on behalf of the organization or entity and bind them to these Terms. **These Terms are subject to change, in accordance with our [Terms of Service](#), and after each such modification, your continued use of the Services serves as your agreement.**

NOTICE: Please read these Terms carefully. Please note that our [Terms of Service](#) include important information about your rights and obligations in case there is a claim against TpT (Sections 7, Indemnity; 8 Limitation of Liability & Warranty Disclaimer) or a dispute between you and TpT arising out of your use of our Services (Sections 10.A, Disputes with TpT).

Definitions: Any other capitalized terms not specifically defined herein, have the definitions assigned in the [Terms of Service](#).

- “ClassFund Page” is an individual page on TpT ClassFund created and administered by a Fund Organizer in order to solicit and accept Contributions from Contributors (terms as defined below).
- “Contributors” are individuals who make Contributions to a Fund Organizer on TpT ClassFund (terms as defined below).
- “Contributions” are funds (in the form of TpT website credit that can be used by Fund Organizers towards purchases on the Teachers Pay Teachers marketplace at www.TeachersPayTeachers.com) purchased by a Contributor as a gift to a Fund Organizer (as defined below).
- “Fund Organizer” is the creator and administrator of a ClassFund Page who meets our Eligibility Requirements (as defined below).

Eligibility Requirements. To create, administer, and maintain a ClassFund Page, you must be a Fund Organizer. To be a Fund Organizer, you must be (i) a registered Account holder on the Teachers Pay Teachers marketplace at www.teacherspayteachers.com, and (ii) either (a) an individual educator working directly with students or (b) a school, district, or school-based organization collecting Contributions for the purpose of supporting educators working directly with students ((i) and (ii) together, the “Eligibility Requirements”). By creating and maintaining a ClassFund Page, you represent and warrant that you meet the Eligibility Requirements and will continue to maintain a ClassFund Page only if you continue to meet the Eligibility Requirements. If you’re creating a ClassFund Page on behalf of a school, district, or school based-organization, you represent and warrant that you are a representative of the school, district, or organization authorized to create the ClassFund Page on behalf of the school, district, or organization. TpT may, in its sole discretion at any time, determine whether any user meets the Eligibility Requirements, and if we determine any user does not meet our Eligibility Requirements, we reserve the right to close that user’s ClassFund Page and/or take any other actions we, in our discretion, deem appropriate, which may include, without limitation, withholding, transferring, refunding, or reallocating Contributions.

Acceptable Use. You must follow our [Community Guidelines](#) and the following rules when you use TpT ClassFund:

- You must, at all times, be honest, provide accurate information, and keep all information you provide to us current, including but not limited to your account, identity, and payment information.

- You must be authorized to make any purchase and payments, and use any payment method and billing information that you enter on TpT ClassFund.
- You cannot accept Contributions you know (or reasonably should know) to be inaccurate or fraudulent or use any fraudulent or automated means to inflate or otherwise affect Contribution amounts for you or any other party.
- You will create a ClassFund Page only if you meet the Eligibility Requirements and will continue to maintain a ClassFund Page only if you continue to meet the Eligibility Requirements.
- You may use Contributions to purchase materials on the TpT marketplace in accordance with these Terms, but you cannot collect or use Contributions to affect your own personal financial gain or enrichment in any other manner. For example, you may not use Contributions (i) as a TpT Seller to purchase your own Resources, (ii) to purchase Resources owned by or listed for sale on a TpT store page belonging to or controlled by you, a relative, or a business or other entity you represent or work for, or (iii) to purchase Resources if doing so provides you with a direct financial or other personal benefit (e.g. a royalty payment).
- You will not post anything including text, images, comments, or any other content that (i) is unlawful, offensive, explicit, or otherwise inappropriate or objectionable, or (ii) infringes or violates the intellectual property rights, privacy or personality rights, or any other rights of anyone else.
- You must use TpT ClassFund in compliance with all applicable laws. You will be solely responsible for complying with all relevant laws and financial reporting obligations, including without limitation laws and regulations relating to tax reporting and gifts.

We reserve the right to, in our discretion, suspend or close any or all ClassFund Pages; temporarily or permanently disable certain features, tools, or privileges; withhold, reallocate, correct, or refund Contributions; or take any other actions we, in our discretion, deem appropriate, for any reason or no reason at all including, for example, if we believe that a user has violated these rules or any of our Terms or policies.

Effect of TpT Account Closure. If your TpT Account is closed for any reason, whether by TpT or you, your ClassFund Page will also be closed, and you will lose access to any Contributions that have not been used prior to your Account being closed. TpT may, in its discretion, determine what to do with any unused Contributions associated with a closed Account, including without limitation reallocating any unused Contributions to other Fund Organizers or adding such Contributions to a TpT-administered matching fund.

Contributions; Refunds.

Making Contributions. **Contributions are not refundable under any circumstances and are made at your own risk.** TpT does not represent, warrant or guarantee that Contributions will be used (i) towards the purchase of any specific items, (ii) by the Fund Organizer to whom you contributed or intended to contribute, (iii) or in any specific manner. Any information or statements publicly posted or privately transmitted through TpT ClassFund are made by the person who posted them, are not vetted, endorsed, approved, or recommended by TpT, and you access all such information or statements at your own risk. We cannot and do not guarantee the veracity of any information or statements made on or through TpT ClassFund, the identity of any Fund Organizers or Contributors, or that a Fund Organizer is or will remain associated with or employed by any specific school, district, or other organization, and we are not liable for any errors or omissions in any information or statements. You, as a Contributor, must make the final determination as to the appropriateness of making any Contributions to any Fund Organizer. Contributions may only be made in United States dollars (USD). If a ClassFund Page with a balance of unused Contributions is closed for any reason, whether by TpT or you, TpT may, in its discretion, determine what to do with such unused Contributions, including without limitation reallocating such Contributions to other Fund Organizers, including for example by adding such Contributions to a TpT-administered matching fund.

Using Contributions. Contributions may only be used for purchases on the Teachers Pay Teachers marketplace at www.TeachersPayTeachers.com. Contributions may not be exchanged or redeemed for cash, are not transferable,

and may not be assigned to any other party except as may be expressly permitted by TpT in its discretion. Contributions must be used in accordance with these Terms including the Acceptable Use section above.

Tax and Financial Information. TpT is not a broker, agent, financial institution, creditor, or 501(c)(3) nonprofit corporation to which tax deductible donations can be made. TpT ClassFund is an administrative platform only. TpT ClassFund permits the creation of ClassFund Pages by Fund Organizers and aims to facilitate Contributors making Contributions to Fund Organizers. TpT cannot provide tax or legal advice and we make no representations or warranties regarding the tax treatment of any Contribution with respect to the Contributor or the Fund Organizer. You may want to consult a tax professional for any questions about your personal tax circumstances and the treatment of any Contribution you give or receive.

Privacy. In addition to our [Privacy Policy](#), the following information applies to use of TpT ClassFund: As a Fund Organizer, any information you add to a ClassFund Page including your name, personal story, description, or other text, photos, or content may be visible to anyone who visits your page. As a Contributor, unless otherwise provided for, when you make a Contribution, your name, the amount you contributed, and any message you may choose to include may be (i) shared with the Fund Organizer and (ii) publicly displayed on our Services, including but not limited to the ClassFund Page to which you contributed.

Infringement Claims. We comply with the Digital Millennium Copyright Act (DMCA) and other laws governing the use of intellectual property. Please see our [Trademark and Copyright Policy](#), which is incorporated herein by reference, to learn how to submit a claim of potentially infringing content on our Services.

No warranty; Modification and Discontinuation of Services. TPT CLASSFUND IS OFFERED “AS IS” AND “AS AVAILABLE” AND WE MAKE NO, AND HEREBY DISCLAIM ANY AND ALL, WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES AS TO QUALITY OR AVAILABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, WE DO NOT REPRESENT OR GUARANTEE THAT ANY PARTICULAR RESULTS WILL BE ACHIEVED, OR THAT TPT CLASSFUND WILL BE UNINTERRUPTED OR ERROR-FREE. We may add, remove, update or change features at our discretion, or choose to no longer support the TpT ClassFund services, in whole or in part, at any time. If we discontinue TpT ClassFund, all ClassFund Pages will be closed, and we will stop accepting Contributions. TpT is not liable for any damages or loss you might suffer in connection with your use of the Services or TpT ClassFund, including without limitation with respect to your access to or use of, or inability to access or use, any Contributions or Resources.

Questions? Please reach out to Support@TeachersPayTeachers.com, we’re happy to help!