

TpT Digital Tool User Agreement

Last updated: 7/29/2020, see previous version [here](#).

Welcome to the TpT Digital Tool. The TpT Digital Tool service (“Digital Tool”) enables an interactive, digital classroom experience for teachers and students using TpT Resources. By using the Digital Tool, you agree to the following terms:

This TpT Digital Tool User Agreement (“Agreement”) together with the applicable service terms ([Terms of Service](#) for Marketplace users or [TpT School Access Subscription Terms](#) for subscribers of TpT School Access, as applicable, collectively the “Service Terms”), the [Student Privacy Policy](#) (which describes our treatment of information provided by Students Users, as defined therein), and the general [Privacy Policy](#) (which describes our treatment of information you provide), the terms of which are incorporated into this Agreement by reference, form the “Terms” agreed to between the educational institution whose representative is agreeing to these Terms on its behalf (“School”), and Teachers Pay Teachers (“TpT”, “us”, “our”, or “we”) and governs all use of the Digital Tool. When you access the Digital Tool, you must first accept these Terms in connection with electing to use the Digital Tool, and, by indicating your acceptance, you are agreeing to these Terms on behalf of the School and you represent and warrant that: (i) you are an authorized representative of the School with permission to use the Digital Tool ; (ii) you have full legal authority to bind the School to these Terms; (iii) you have read and understand these Terms; and (iv) you agree, on behalf of the School, to these Terms. If you do not have the legal authority to bind the School, you may not use the Digital Tool. In the event of a conflict between the Service Terms and this TpT Digital Tool User Agreement, the TpT Digital Tool User Agreement shall govern, but only as to the subject matter of the Digital Tool and only to the extent of the conflict. Similarly, in the event of a conflict between the Privacy Policy and the Student Privacy Policy, the Student Privacy Policy shall govern but only as to the subject matter of Student Information, and only to the extent of the conflict.

- I. Definitions.** All capitalized terms not otherwise defined in this section or elsewhere in this Agreement have the meaning given to them in our Service Terms, Privacy Policy, or the Student Privacy Policy, as indicated.
- A. **“Annotations”** means the content such as notes, instructions, or recordings that you may layer on top of a Resource or User Material (defined below) using the Digital Tool.
 - B. **“Annotated Content”** is the result of the combination of Annotations and the underlying Resource or User Material (defined below).
 - C. **“Student Users”** has the meaning provided in our Student Privacy Policy and as used herein refers the individuals to whom you assign or otherwise provide access to Annotated Content and who must be individuals under your instructions at your School for whom you have provided your consent for TpT to collect and use Personal Information (as further described in our Student Privacy Policy).
 - D. **“Student Submissions”** means Annotated Content which has been responded to and submitted back to you by a Student User.
 - E. **“Teachers”** are users authorized by a School who use the Digital Tool with Student Users.
 - F. **“User Materials”** means any document or material other than a Resource that you may upload for use with the Digital Tool to serve as the underlying material on which you may layer Annotations.
 - G. **“You”** means the Teacher using the Digital Tool and/or accepting these Terms and/or the School, as the context permits.
- II. Accessing the Services.** Access to the Digital Tool is available through your existing Teachers Pay Teachers account (“Account”) . Not all Resources may be eligible for use with the Digital Tool and only those indicating availability for use with the Digital Tool may be used, modified, and shared in accordance with this Agreement. You are responsible for keeping your Account secure and ensuring against unauthorized use or disclosure of your Account login credentials. You are responsible for all activity taking place on your Account and any use of the Digital Tool under your Account. The use of certain functionality or features of the Digital Tool may require you to

have access to or an account with a third-party service. You are responsible for obtaining access to any such services, any costs associated therewith, and for understanding the terms and privacy statements regarding using and sharing personal information with any such third-party services. TpT is not responsible for obtaining your right to use any third party services, for any costs or damages that may arise from your use of any third party services, for the operation or actions of third parties you choose to interact with through our services, or for your disclosure of any personal information to any third parties. Personal Information of Teachers that TpT processes in connection with the Digital Tool is governed by our Privacy Policy and Student Information is governed by our Student Privacy Policy.

III. Permitted Use. You agree to use the Digital Tool in accordance with the rules and policies provided in our Service Terms in addition to the policies provided herein. The Digital Tool may only be used by Teachers and may only be used in an education setting as permitted by School policies. Your permission to use the Digital Tool is at TpT's discretion, which permission may be revoked at any time at our discretion. TpT grants you a limited, nonexclusive, royalty free, revocable license to use the Digital Tool solely with Resources and User Material as permitted by the Terms, and solely in furtherance of the educational and instructional purposes of your School. You may not use the Digital Tool outside of your capacity as a Teacher, and you may not use the Digital Tool for commercial purposes. Using the Digital Tool you may add Annotations to customize Resources or User Materials and share the resulting Annotated Content electronically or online with Student Users as facilitated through the Digital Tool. Except as, and solely to the extent, this Agreement provides otherwise, your use of Resources (including as part of Annotated Content) remains governed by our Terms of Service including the limitations described in Section 3 thereof. **This means, it's still not ok to share Resources (including as part of Annotated Content created through the Digital Tool) with other teachers, friends, or colleagues for their use without obtaining additional licenses; you can't resell or use Resources (or Annotated Content) for commercial purposes, and you can't post or share Resources (including as part of Annotated Content) online except as specifically provided for and facilitated by the functionality of the Digital Tool.**

IV. Intellectual Property:

- A. **User Intellectual Property.** As between you and TpT, your Annotations and any User Material (together "User Intellectual Property") are your property and TpT does not claim any right, title or interest in User Intellectual Property. You are responsible for the contents of any User Intellectual Property you upload to the Services. You represent and warrant to TpT that (i) you have all necessary intellectual property rights and licenses to use and provide User Intellectual Property to TpT, and to permit User Intellectual Property to be modified and used and distributed as permitted by the Terms, and (ii) you grant TpT a nonexclusive, worldwide, royalty free license to store, display, reformat, modify, copy, distribute and otherwise use User Intellectual Property to provide our Services to you and your applicable Student Users.
- B. **Resources.** Sellers (as defined in our Terms of Service), not TpT, are the owners of the Resources they make available through our Services, including through the Digital Tool. Your use of Resources as permitted by this Agreement and the development of Annotated Content from Resources does not result in the transfer of any right, title, or interest in the Resources (in whole or in part) from the Seller or from TpT to you or to anyone else. You are only permitted to use Resources and Annotated Content as described in this Agreement.
- C. **TpT's Intellectual Property.** The site, services, features, layout, look and feel, designs, code, software, algorithms, technology, mask works, iconography, fonts, trade names, logos and other imagery (other than imagery included in Resources, Annotations, or User Material), and other content making up the Digital Tool (together "TpT Content") are the property of TpT, or our licensors, and are (or may be) protected by copyright, trademark, patent and other intellectual property laws. TpT owns all right, title, and interest in and to: (a) the TpT Content; and (b) aggregate measures of usage and performance for the Digital Tool, including anonymized compilations and analyses of such data, and reports, studies, analyses, and derivatives thereof

("Aggregate Data"). In addition, TpT shall be free to reuse all general knowledge, experience, know-how, works and technologies (including ideas, concepts, processes and techniques) acquired during provision of the Digital Tool hereunder. No right or license to TpT Content or Aggregate Data is granted except as expressly set forth herein. You may not copy, reproduce, resell, relicense, rent, reverse engineer, decompile, attempt to gain access to the source code, or otherwise use TpT Content except as provided herein.

V. Use with Students:

- A. **COPPA and Parental Consent.** COPPA permits schools and teachers using online services in the education setting (such as the Digital Tool) to act as the parent and provide consent to the operator of an online service to collect personal information from students who may be under the age of 13, for the use and benefit of the learning environment. If you use the Digital Tool with Student Users who are under the age of 13, you consent, as required under the Children's Online Privacy Protection Act (COPPA), to the collection and use by TpT of personal information from such Student Users as further described in the [Student Privacy Policy](#).
- B. **FERPA.** Your use of the Digital Tool with Student Users may result in the collection of information considered an education record subject to the Family Educational Rights and Privacy Act ("FERPA"). To the extent that FERPA applies to any information we may receive as a result of your use of the Digital Tool, TpT acts as a "school official" (as that term is used in FERPA).

VI. Confidentiality:

- A. **Obligations of TpT.** We'll use and protect Teachers' Personal Information and Student Information (as defined in our Student Privacy Policy) in accordance with terms of our Privacy Policy and Student Privacy Policy, respectively. You acknowledge that when you share Annotated Content as permitted by these Terms and the functionality, anyone you share Annotated Content with will be able to view or otherwise access any Annotations.
- B. **Your Obligations.** It's important that you use good judgment in what information you add to Annotations and who you share them with. The functionality of the Digital Tool may require Student Users to disclose certain Personal Information from time to time in accordance with our Student Privacy Policy. You may not require or request Student Users to disclose any additional Personal Information to the Services through the Digital Tool (e.g. in Student Submissions) or any other parts of our Services and you agree that you will take reasonable steps to instruct Student Users not to disclose any such additional Personal Information.
- C. **Beta Features.** From time to time you may receive early access to new features we haven't launched yet. The business and technical information being shared with you; the features, products or services and potential features, products or services you may use or see; the ideas and concepts that may go into building, marketing, or using them; and any discussions we may have with you about them all represent proprietary and confidential information ("Confidential Information of TpT"). You agree that you will hold in confidence and will not disclose to any third party Confidential Information of TpT which is disclosed, or made available to you directly or indirectly through your use of the Digital Tool, and you will not make use of Confidential Information of TpT beyond your use of the Digital Tool in accordance with this Agreement. You are solely responsible for any confidentiality obligations you may have regarding your use and disclosure of Student Information.

VII. Feedback and Research.

- A. **Feedback Assignment.** As you use the Digital Tool, you may provide, or we may solicit, feedback about your experience and satisfaction, suggestions or ideas for improvements, modifications, or new features for the Services or any other aspects of our current or future business ("Feedback"), through various means, including but not limited to usability research, account management communications, interactions with our customer support team, and surveys. You agree that all Feedback is the sole property of TpT, and, as such, TpT may use your Feedback without consideration or compensation for any and all purposes in our

discretion including internal business and development purposes and external marketing and promotional purposes. You hereby make and agree to make all assignments necessary to affect the foregoing ownership.

- B. **User Research Release.** In the event that you agree to participate in research activities (“User Research”) related to your use of the Digital Tool, you grant TpT permission to record sessions, discussions and other activities related to the User Research and you acknowledge that TpT owns all intellectual property and other rights in and to any such recordings, including photographs, video footage, audio footage, and transcripts thereof (“Media”), and you hereby make and agree to make all assignments necessary to affect the foregoing ownership. You grant TpT permission to use and share with potential business partners, service providers, or affiliates any Media of you or containing your image or likeness for any and all business purposes including but not limited to purposes of exploration, research, development, and marketing, and you hereby release TpT from any claims actions, liabilities, damages, and demands arising from or related to the use of any Media or your participation in User Research, including but not limited to libel, defamation, invasion of privacy or right of publicity, infringement of copyright or trademark, or misuse.

VIII. Warranty Disclaimers.

- A. **No Warranty.** YOU ACKNOWLEDGE AND UNDERSTAND THAT THE DIGITAL TOOL IS MADE AVAILABLE TO YOU AS IS AND AS AVAILABLE. YOU MAY EXPERIENCE INTERRUPTIONS IN SERVICE OR FUNCTIONALITY, BUGS, OR OTHER ERRORS AND IMPERFECTIONS, AND WE MAY MODIFY, ADD TO, REMOVE FROM, OR SUSPEND ALL OR ANY PORTION OF THE SERVICES AND FEATURES ASSOCIATED WITH THE DIGITAL TOOL WITHOUT NOTICE. WE MAKE NO AND HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES REGARDING THE DIGITAL TOOL INCLUDING BUT NOT LIMITED TO THE QUALITY, AVAILABILITY, FITNESS FOR A PARTICULAR PURPOSE, THE IMPLIED WARRANTY OF MERCHANTABILITY, AND INFRINGEMENT. TPT MAKES NO REPRESENTATIONS OR WARRANTIES AS TO ANY RESOURCE, ANNOTATIONS, ANNOTATED CONTENT, STUDENT SUBMISSIONS, USER MATERIAL OR ANY OTHER CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE DIGITAL TOOL.
- B. **Limitations on Access.** TpT does not and cannot guarantee perpetual, uninterrupted, or continuous access to any Resources, User Material, Annotated Content or Student Submissions through the Services or the Digital Tool. There may be reasons, for example, that TpT stops hosting or becomes unable to continue hosting a Resource or User Material, or you or TpT may terminate, suspend, downgrade, or otherwise limit your Account or access to TpT’s Services. In any such case (or others that may arise), you may no longer be able to access such Resources, User Material and related Annotated Content and Student Submissions through our Services. It’s your responsibility to maintain and store a backup of any Resource, User Material, Annotated Content, and Student Submissions you wish to retain on your device to ensure future access, and TpT will not be liable for any such loss of access or loss of data or any costs or damages resulting therefrom. In certain applicable cases, TpT may, in its sole discretion, provide a refund for a purchased Resource that becomes unavailable.