

^
Your shopping cart is empty

[VIEW CART](#)

[Log In](#) | [Not a member? Join for Free](#) |

[Home](#) [Terms of Service](#)

[Terms of Service](#)

Welcome to TeachersPayTeachers.com.

The following describes the terms on which TEACHERSPAYTEACHERS.COM (referred to herein as “TEACHERSPAYTEACHERS,” “we,” or “us”) offer you access to our services. Your permission to use the TEACHERSPAYTEACHERS Service, and the licenses granted herein, are expressly conditioned upon your acceptance of these Terms of Service, and the following additional terms and conditions and policies, which are hereby incorporated by reference (collectively, the “Agreement”):

[Privacy Policy](#)

[Copyright Policy](#)

1. Description of Service.

TEACHERSPAYTEACHERS is a web-based service available from the domain WWW.TEACHERSPAYTEACHERS.COM. This service provides teachers and publishers with an online marketplace to buy and sell educational materials directly from and to each other, which may consist of original digital or physical materials created by the seller (“Teaching Content”). The service provided by TEACHERSPAYTEACHERS is referenced herein as the “Service.” TEACHERSPAYTEACHERS at no time owns or sells any product for or on behalf of teachers or publishers. Teachers who sell Teaching Content via the Service are referenced herein and in the Service as “Teacher-Sellers.” Publishers who sell Teaching Content via the Service are referenced herein and in the Service as “Publisher-Sellers.” Teacher-Sellers and Publisher-Sellers are referenced together, herein and in the Service, as “Sellers.” Teachers who purchase Teaching Content via the Service are referenced herein and in the Service as “Teacher-Buyers.”

This Terms of Service/User Agreement (“Agreement”) governs your access to and use of the Service, whether in the capacity of a Teacher-Seller, Publisher-Seller, Teacher-Buyer, or visitor, including the finding, buying, posting, selling, and sharing of Teaching Content, and participating in online forums, feedback loops, bulletin boards, wikis, and chats, which features and activities shall also be considered part of the “Service.” Portions of the TEACHERSPAYTEACHERS Service are publicly available to all visitors to the site. Other portions of the Service are available only to registered members who are Teacher-Sellers, Publisher-Sellers, and/or Teacher-Buyers (collectively, “Members”). By registering with TEACHERSPAYTEACHERS or by using the Service in any manner – including, but not limited to, by visiting the www.teacherspayteachers.com website – you acknowledge and agree to the terms stated in this Agreement. This Terms of Service applies to both visitors and Members.

2. The Service Is For Adults Only.

The Service is intended for adults only. You must be 18 years or older to use this site; users under 18 are not authorized to use the Service.

3. Fees, Services, Pricing, and Payments.

A. Fees.

Membership Fees, Service Fees & Transaction Fees. Teacher-Sellers who wish to sell their Teaching Content through the Service must join TEACHERSPAYTEACHERS. Two types of memberships are available for Teacher-Sellers: (i) Basic Membership and (ii) Premium Membership. Basic Members who are Teacher-Sellers pay no annual membership fee. Premium Members who are Teacher-Sellers must pay an annual membership fee of \$59.95. Basic Members and Premium Members who are Teacher-Sellers both will be charged service fees on sales made through the Service. Premium Members who are Teacher-Sellers will also be charged a transaction fee on individual items if a Teacher-Buyer's purchase totals less than \$3.00. Both the service fee and transaction fees are set forth in greater detail in Section 3C below. Teacher-Sellers can upgrade membership from the Basic level to the Premium level at any time. New Teacher-Sellers are entitled to a 30-Day Money Back Guarantee which may be exercised by canceling membership through the Contact Us link. Teacher-Buyers who wish to purchase Teaching Content through the Service also must join TEACHERSPAYTEACHERS. Teacher-Buyers pay no membership fee to join TEACHERSPAYTEACHERS and there is no service fee for Teacher-Buyers who purchase materials from Sellers through the Service. One type of membership is available for Publishers, who can join and sell as Publisher-Sellers for no annual fee. Publisher-Sellers will be charged service fees on sales made through the Service, as set forth in greater detail in Section 3C below.

Shipping, Handling and Processing Charges. Teacher-Sellers and Publisher-Sellers may charge for shipping, handling, and processing of the physical materials that are sold via the Service in one of two ways: (1) by including the shipping, handling, and processing method and charges in the sale price of the item; or (2) by charging a flat rate for shipping, handling, and processing of all items sold, which will be reimbursed in full to you in your Monthly Payout (the amount to be paid to you each month pursuant to this Agreement).

B. Pricing of Teaching Content.

Teacher-Sellers and Publisher-Sellers are solely responsible for setting the prices for the sale of their Teaching Content distributed through the Service, including for both electronic and physical materials, provided that such pricing (for items that are not offered free of charge) is not below the minimum price set by TEACHERSPAYTEACHERS. The minimum price is subject to change; the then-current minimum price will be disclosed each time a Seller uploads a product for sale. Sellers are obligated to sell their Teaching Content at the prices listed on the Service.

C. Agreement of Teacher-Seller and Publisher-Seller to Pay Fees and to Upload or Ship Teaching Content.

In consideration for the services provided by TEACHERSPAYTEACHERS, you (Teacher-Seller) agree to pay TEACHERSPAYTEACHERS a service fee ("Service Fee") for all Teaching Content you sell to Teacher-Buyers through the Service, in accordance with the following: (i) Basic Members will pay a Service Fee equal to 40% of the sale price of each item of digital Teaching Content sold plus 30 cents per item; (ii) Basic Members will pay a Service Fee equal to 40% of the sale price (excluding shipping) of each item of new physical Teaching Content sold plus 30 cents per item; (iii) Basic Members will pay a Service Fee equal to 15% of the sale price (excluding shipping) plus 99 cents per item, for each item of used physical Teaching Content sold; (iv) Premium Members will pay a Service Fee equal to 15% of the sale price of each item of digital Teaching Content sold; (v) Premium Members will pay a Service Fee equal to equal to 15% of the sale price (excluding shipping) of each item of new physical Teaching Content sold; (vi) Premium Members will pay a Service Fee equal to 10% of the sale price (excluding shipping) for each item of used physical Teaching Content sold; (vii) Publisher Members will pay a Service Fee equal to 50% of the sale price of each item of digital Teaching Content sold; (viii) Publisher Members will pay a Service Fee equal to 25% of the sale price (excluding shipping) of each item of physical Teaching Content sold.

In consideration for the services provided by TEACHERSPAYTEACHERS, Premium-Members also agree to pay a transaction fee ("Transaction Fee") of 15 cents per item (digital, physical or used), if a Teacher-Buyer's purchase totals less than \$3.00 (USD).

For each transaction, TEACHERSPAYTEACHERS will automatically deduct the Service Fee and in certain cases, the Transaction Fee, from the sale price collected from Teacher-Buyers through the Service, and then will distribute the remaining amounts to the Teacher-Seller and Publisher-Seller on a monthly basis as follows: (a) TEACHERSPAYTEACHERS will collect payment from Teacher-Buyers at the time Teaching Content is purchased through the Service, (b) TEACHERSPAYTEACHERS will notify you (the Teacher-Seller or Publisher-Seller) by email of the sale once payment has been verified and collected from the Teacher-Buyer, (c) in the case of physical Teaching Content, TEACHERSPAYTEACHERS will provide the Teacher-Seller or Publisher-Seller with the Teacher-Buyer's shipping address and any other information required for the Teacher-Seller or Publisher-Seller to fulfill the order, and (d) provided you are in compliance with these Terms, on a monthly basis, TEACHERSPAYTEACHERS will distribute the monies due to you (as a Teacher-Seller or Publisher-Seller) for the sale of your Teaching Content, in accordance with this Section 3C. If you are in breach of these Terms, for example due to violation of the conduct provisions in Section 6 hereto, TEACHERSPAYTEACHERS reserves the right, according to its sole discretion, to withhold any funds that would otherwise be due to you under these Terms, and either keep those funds permanently, or refund them to the Teacher-Buyers who purchased content from you. All monies due to Sellers pursuant to this Section 3C will be paid to such Sellers as close to 21 days following the last day of the month in which an item of your Teaching Content is sold (e.g., within 21 days after January 31 for January sales). TEACHERSPAYTEACHERS reserves the right to delay payment. Monthly payments will be made through PayPal for all Teacher-Sellers and Publisher-Sellers; however users in the United States also have the option to receive payment via Dwolla. TEACHERSPAYTEACHERS reserves the right to add, remove or otherwise alter the payment processors used by the Service. If you (as a Teacher-Seller or Publisher-Seller) cannot acquire an account with an approved payment processor, we may consider an alternative form of payment

on a case-by-case basis. We make no representation regarding the services provided by our payment processors, and are not responsible for delays in payment caused by them. TEACHERSPAYTEACHERS will charge a fee for making each Monthly Payout that is equal to but not more than the cost to TEACHERSPAYTEACHERS from its respective payment processors for making the payout. This fee is subject to change at the discretion of the payment processors, and will be taken directly out of your Monthly Payout. You agree that upon notification of a sale of Teaching Content, you will promptly ship the relevant physical Teaching Content sold by you through the Service, in accordance with any representations made by you on the Service and/or in connection with such Teaching Content, including, for example, with respect to the pricing and shipping of such Teaching Content, and in any event in accordance with all applicable state and federal laws, rules, regulations, and/or industry standards. Teacher-Sellers and Publisher-Sellers are not authorized by the Service to ship to any address other than that which is provided to it by TEACHERSPAYTEACHERS.

D. Additional Agreements and Obligations of Sellers.

By listing an item for sale, or uploading it to the Service, you (Teacher-Seller or Publisher-Seller) represent and warrant to prospective Teacher-Buyers that you have the right and ability to sell and to ship, and that the listing is accurate, current, and complete and is not misleading or otherwise deceptive. You further represent and warrant that the Teaching Content, and use of the same will not infringe any right – including, but not limited to the copyright or trademark right – of any third party.

If you are a Teacher-Seller or Publisher-Seller of digital Teaching Content, you agree to make at least one sample of such digital Teaching Content available to Teacher-Buyers at no charge at all times when you are offering digital Teaching Content for sale via the Service. When selling digital Teaching Content, you agree that the entire product being sold must be contained within the download offered, and that no part of such digital Teaching Content will be delivered separately or require an additional purchase, for example via a third-party website or other channel.

For any item of Digital Content you upload, you agree to provide your authorization, in the form of the statement below, to Buyers to print and make copies of free and purchased resources.

"The holder of this receipt is authorized by the owner or creator of the materials listed below, to print and/or make copies of these materials for personal use and/or classroom instruction."

Additionally, unless otherwise authorized, Sellers agree not to – and agree to cause their affiliates, agents, employees and contractors not to – use or disclose to any third party any order information, or other data or information regarding Teacher-Buyers or any other users of the Service, which is obtained through the Service or disclosed to Sellers by TEACHERSPAYTEACHERS in connection with a transaction made via the Service, for any purpose except as necessary to complete transactions made through the Service and otherwise fulfill their obligations under this Agreement (including, without limitation, for purposes of solicitation, advertising, direct marketing, harassment, invasion of privacy, or any other objectionable conduct).

If you (Teacher-Seller or Publisher-Seller) submit paid Teaching Content for inclusion in TEACHERSPAYTEACHERS' 10 Free Downloads newsletter, and such Teaching Content is selected for inclusion, you agree to pay TEACHERSPAYTEACHERS \$50, which will be deducted from your Monthly Payout. If your Monthly Payout is below \$1, you agree that TEACHERSPAYTEACHERS may charge this fee to your credit card or PayPal account.

E. Member Sponsored Advertisements of Sellers.

Sellers may elect to purchase promotional space on the Service. The pricing and availability of such promotional space is made available via a module accessible through your Seller Dashboard. All purchases of promotional space are non-refundable. The cost of purchase will be deducted from your Monthly Payout. If your Monthly Payout is below \$1, you agree that TEACHERSPAYTEACHERS may charge your credit card or PayPal account for any promotional space purchased.

F. Agreement of Teacher-Buyers to Pay for Purchases.

When you (Teacher-Buyer) purchase original digital Teaching Content you will have the ability to download the materials from your My Purchases page for as long as the materials are available through the Service. We may, in our sole discretion, make original digital Teaching Content you purchase available indefinitely, but your access to such materials through your My Purchases page may be disabled if the material is removed from the Service, for example, by the original seller as a result of the original seller's account being closed or the materials being removed in response to an intellectual property complaint or Digital Millennium Copyright Act notification. For this reason, we encourage you to download any original digital Teaching Content you may purchase, and to backup those materials accordingly. TEACHERSPAYTEACHERS cannot restore access to, or provide copies of, purchased materials that have been removed from our Service.

You agree not to share your purchases with your colleagues unless you have purchased additional licenses. You agree not to post your purchased or freely downloaded files on the Internet.

You agree to pay in full for all Teaching Content purchased through the Service, and agree that TEACHERSPAYTEACHERS may charge your credit card, PayPal or other account for any Teaching Content purchased, including any applicable shipping charges, and for any additional amounts (including any taxes and late fees, as applicable) as may be accrued to or in connection with your Member Account. If you chose to pay via School Purchase Order, you agree that TEACHERSPAYTEACHERS may charge your credit card or PayPal account for any Teaching Content purchased, including any applicable shipping charges, and for any additional amounts (including any taxes and late fees, as applicable) as may be accrued to or in connection with your Member Account if the invoice submitted in connection with any School Purchase Order has not been paid within 30 days of the date on which TEACHERSPAYTEACHERS invoiced your school.

YOU ARE RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL SALES PRICES AND FEES, AND FOR PROVIDING TEACHERSPAYTEACHERS WITH VALID CREDIT CARD INFORMATION OR PAYPAL ACCOUNT DETAILS FOR PAYMENTS OF ALL SUCH FEES AND CHARGES.

You agree that delivery of the Teaching Content to you, whether electronically delivered or physically shipped and delivered to you, does not transfer to you any commercial or promotion use rights in the Teaching Content. You agree that your use of the Service (including your purchase of Teaching Content) constitutes your acceptance of and agreement to use the Service and such Teaching Content solely in accordance with this Agreement, and that any other use of the Service or Teaching Content may violate copyright and other laws of the United States, other countries, as well as applicable state laws, and you may be subject to liability for such unauthorized use. As a condition of use, you agree not to share your purchases with your colleagues unless you have purchased additional licenses.

G. Service Credits.

When you (Teacher-Buyer) purchase original digital Teaching Content – and provide feedback in the form of a rating and comment – your account will receive 1 TPT Credit for each \$1 that you spend. TPT Credits have no cash value, but may be redeemed when purchasing Teaching Content through the Service at the rate of 5 cents per TPT Credit. When purchasing Teaching Content, you will be given the option of applying your TPT Credits to your purchase, thereby discounting your purchase price accordingly.

H. Electronic Signatures and Contracts.

Your use of the Service includes the ability to enter into agreements and/or to make purchases electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND PURCHASES. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON THIS SITE, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS. In order to access and retain your electronic records, you may be required to have certain hardware and software, which are your sole responsibility.

I. Limitations.

Your direct interactions (if any) with other visitors to or Members of the Service, including the purchase of, sale of, payment for, and delivery of goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and that individual. Like with any web-based interaction, we suggest that you use caution and good judgment. You further understand and agree that TEACHERSPAYTEACHERS is not involved in any actual transactions made through the Service, and that it is not the agent or representative of any Teacher-Seller, Publisher-Seller, or Teacher-Buyer (or any visitor) for any purpose whatsoever and that it is not responsible for any loss or damage incurred as the result of

any such dealings or with respect to any other visitor's or Member's use or disclosure of your personally identifiable information. For details about our information collection practices, please see our Privacy Policy. IF THERE IS A DISPUTE BETWEEN YOU AND ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, ANY MEMBER OR VISITOR OF THE SERVICE), TEACHERSPAYTEACHERS IS UNDER NO OBLIGATION TO BECOME INVOLVED, AND YOU HEREBY RELEASE TEACHERSPAYTEACHERS FROM ANY CLAIMS, DEMANDS, OR DAMAGES OF ANY KIND AND OF ANY NATURE ARISING OUT OF OR RELATING TO ANY SUCH DISPUTE. You agree that you are solely and exclusively responsible for any federal, state, or local taxes, including sales taxes, that might apply to any sales you make in connection with Service.

J. Refund Policy

All physical and digital product sales are final, and no refunds are available.

TEACHERSPAYTEACHERS may in its sole discretion make certain exceptions to this policy on a case-by-case basis, for example if: (a) a digital file is defective; (b) a product description is materially deceptive or misleading; or (c) a physical item has not been shipped within two weeks of an order being placed. If such an exception is made, TEACHERSPAYTEACHERS may issue to the buyer a refund for such purchase in any manner it deems appropriate, including without limitation in the form of store credit.

As a buyer, it is your responsibility to determine that you have the appropriate hardware/software to make use of digital files, that the file format is appropriate for your needs, and that the content you are purchasing is legal and noninfringing. No refunds are available in these cases. Products removed from the Service due to a complaint of copyright/trademark infringement, or for any other reason, are not eligible for a refund.

If TEACHERSPAYTEACHERS elects to issue a refund to a buyer, the amount refunded will be deducted from the seller's next Monthly Payout, provided however that if the seller's next Monthly Payout is less than the refund amount(s), TEACHERSPAYTEACHERS may charge such refund amount(s) to the seller's credit card, PayPal account, or other payment processor account.

K. Transfer of Title

TEACHERSPAYTEACHERS does not transfer legal title or ownership of items from the Teacher-Sellers or Publisher-Sellers to the Teacher-Buyers, and nothing in this Agreement shall modify the applicable provisions of Uniform Commercial Code 2-401(2) and New York Uniform Commercial Code 2-401(2), which provide that, unless otherwise explicitly agreed between a seller and a buyer, legal title to a purchased item transfers to the buyer upon physical delivery of the item to the buyer from the seller. Accordingly, unless a Teacher-Buyer and Seller agree otherwise, legal ownership to any item of Teaching Content passes to the Teacher-Buyer upon the physical delivery of such item of Teaching Content from the Seller to the Teacher-Buyer.

L. Referral Program

After registering for a new Seller account, you can use the “My Referrals” feature (available from a link located within the My Account portal) to receive a unique-to-you Promo Link. When new members register as Sellers with the Service using this link, your TEACHERSPAYTEACHERS account will receive 5% of that new member’s sales for the first two years of their membership, added to your Monthly Payout, provided that the individual associated with the new Seller account has not previously opened any account through the Service. Please note that new Sellers must use this Promo Link directly when they sign up to qualify. TEACHERSPAYTEACHERS reserves the right to withhold payment – including Monthly Payout – or demand refunds from individual users who attempt to open multiple accounts using such Promo Links.

4. License Grants.

A. License Grants by Sellers to TEACHERSPAYTEACHERS.

When you (Teacher-Seller or Publisher-Seller) submit or upload content on or through the Service, you retain ownership of any copyright you claim to your submitted content. However, by making your content available through the Service you automatically grant TEACHERSPAYTEACHERS a royalty-free, perpetual, irrevocable (except as expressly set forth in this Agreement), non-exclusive, worldwide, sublicensable right to exercise any copyright, trademark rights publicity rights, and/or database rights (but no other rights) you have in the content, in any media now known or later developed, solely as reasonably necessary to make the Teaching Content available through the Service. IF YOU CHOOSE TO CANCEL YOUR MEMBERSHIP AND LEAVE THE SERVICE, AND/OR HAVE REMOVED YOUR TEACHING CONTENT FROM THE SERVICE, THIS LICENSE WILL BE DEEMED REVOKED AT THE TIME THAT YOU CANCEL YOUR MEMBERSHIP AND/OR REMOVE ALL SUCH TEACHING CONTENT, HOWEVER TEACHERSPAYTEACHERS’ LICENSE TO MAKE TEACHING CONTENT YOU HAVE SOLD PRIOR TO CANCELLATION OF YOUR MEMBERSHIP AND/OR REMOVAL OF SUCH CONTENT AVAILABLE TO MEMBERS WHO HAVE PURCHASED SUCH MATERIAL PRIOR TO CANCELLATION OF YOUR MEMBERSHIP AND/OR REMOVAL OF SUCH CONTENT SHALL SURVIVE CANCELLATION OF YOUR MEMBERSHIP AND/OR REMOVAL OF SUCH CONTENT.

B. Teacher-Seller and Publisher-Seller Representations and Warranties; Licenses to Other Users.

When you (Teacher-Seller or Publisher-Seller) submit or upload content (including without limitation Teaching Content) on or through the Service, you represent and warrant that (a) you have all the rights and/or licenses necessary to use, reproduce, publish, publicly display, publicly perform, distribute, and otherwise exploit such content in connection with the Service, including the right to grant to others all of the rights and licenses contemplated herein; (b) the content will not infringe or otherwise violate the copyright, trademark, or other intellectual property rights of any third party; and (c) you have the consent, release, and/or permission of each identifiable person depicted in your content to upload, transmit, publish, sublicense, and/or disseminate their

name and/or likeness through the Service. You (Teacher-Seller or Publisher-Seller) retain ownership of any rights – including, but not limited to, copyrights and trademark rights – you claim to your submitted content. As such you control the copyright licenses granted to a Teacher-Buyer and it is your responsibility to give notice to Teacher-Buyers of the terms under which you offer your Teaching Content to such Teacher-Buyers. TEACHERSPAYTEACHERS may, in its sole discretion, provide a means for Sellers to offer multiple licenses. Nothing in the Service or in these Terms limits the existing rights of Teacher-Buyers under the Copyright Act, including but not limited to rights under Sections 110(1) (classroom teaching), 110(2) (distance learning), or 107 (fair use) of the Copyright Act (17 U.S.C. 101 et seq.). You, Seller, may wish to consider applying one of the copyright licenses made available through Creative Commons to your Teaching Content. You can find out more about these licenses at the Creative Commons website located at www.creativecommons.org.

5. Registration Obligations.

In consideration of your use of the Service, you represent that you are at least 18 years of age and are not a person barred from receiving these services under the laws of the United States or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current, and complete information about yourself as prompted by the Service’s registration form (the “Member Data”) and (b) maintain and promptly update the Member Data to keep it true, accurate, current, and complete at all times. If you provide any information that is untrue, inaccurate, not current, or incomplete, or if TEACHERSPAYTEACHERS has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, without limiting any other remedies, TEACHERSPAYTEACHERS has the right to suspend or terminate your Member Account and refuse any and all current or future use of the Service (or any portion thereof). Please see our Privacy Policy for further information.

6. Member and Visitor Conduct.

As a condition of using the Service, Members and visitors agree to all of the following:

- You must be a registered Member to buy or sell Teaching Content through the Service.
- You are required to select a member identification (“Username”) and password. You are responsible for maintaining the confidentiality of your Username and password. You should not disclose your password to anyone.
- You are responsible for all activity that occurs under your Username.
- You are solely responsible for your conduct and any content, materials or information that you submit, post, and display on the Service, or that is submitted, posted, and/or displayed on the Service under your Username.
- You agree that you will not attempt to, nor encourage or assist any other person to, circumvent or modify any system, security technology, or other software that is part of the Service or used to administer the rules contained in this Agreement.

Further, while using the Service, Members and visitors agree not to:

- upload, post, email, transmit, or otherwise make available any content, material, or information to, on, or through the Service that is fraudulent, unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, pornographic, profane, sexually explicit or indecent, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable;
- upload, post, email, transmit, or otherwise make available to Members or visitors any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," "affiliate links," or any other form of solicitation;
- transmit any worms or viruses, spyware, malware, or any other harmful or destructive code;
- violate any applicable federal or local laws in your jurisdiction (including but not limited to intellectual property laws or tax laws);
- use the Service for any illegal or unauthorized purpose;
- impersonate any person or entity, including without limitation, a TEACHERSPAYTEACHERS employee or user, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- transmit email or any other content that includes personal or identifying information about another person without that person's explicit consent;
- transmit email or any other content that is false, deceptive, misleading, deceitful, or constitutes "bait and switch";
- sell or offer for sale stolen goods and/or materials that infringe a patent, trademark, trade secret, copyright or other proprietary rights of another person, or entity or that violate any rights of privacy or publicity, or that defame or libel any person or entity, or offer content that you do not have a right to make available under any law or under contractual or fiduciary relationships (including without limitation any goods purchased or obtained by you without right of resale such as promotional materials or school market-restricted materials);
- manipulate the price of any item or interfere with other Members' listings;
- include hyperlinks, in products for sale on TEACHERSPAYTEACHERS, to the website of any other platform or service offering or facilitating the sale of teaching materials or other educational products.
- advertise any illegal products or services or the sale of any items the sale of which is prohibited or restricted by applicable law, including without limitation items the sale of which is prohibited or regulated by applicable law;

- provide materials or any other content for download that contain viruses or any other code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- disrupt the normal flow of dialogue with an excessive number of messages (flooding attack) to the Service, or in any manner that otherwise negatively affects Members' and visitors' ability to use the Service;
- employ misleading email or IP addresses, or forged headers, or otherwise manipulated identifiers in order to disguise the origin of content transmitted through the Service;
- attempt to gain unauthorized access to TEACHERSPAYTEACHERS' computer systems or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Service;
- attempt to regain access to TEACHERSPAYTEACHERS following a ban or account termination, including without limitation by means of opening or attempting to open a new account under the same or different Username;
- "stalk" or otherwise harass anyone on or through the Service;
- collect any personally identifying data about Members or visitors for commercial or unlawful purposes; or
- use automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from the Service-except for internet search engines (e.g., Google or Yahoo!) and non-commercial public archives (e.g., archive.org) that comply with our robots.txt file, or that are "well-behaved" web services/RSS/Atom clients. We reserve the right to define what we mean by "well-behaved," and to develop, invoke, or utilize any means to disrupt, diminish the quality of, interfere with the performance of, or impair the functionality of any automated means you may use to access the Service.

7. Inappropriate User-Submitted Content.

TEACHERSPAYTEACHERS prohibits certain user conduct and content described above and, without obligation, will use reasonable efforts to eliminate such conduct and content from the Service. Nevertheless, you acknowledge and agree that (i) TEACHERSPAYTEACHERS is not and cannot be responsible for any content, information, or materials posted by users on the Service, (ii) you may be exposed to any such materials, information, or content, and (iii) you must bear all risks associated with the exposure to and/or use of any such materials, information, or content, including without limitation any reliance on the accuracy, completeness, or usefulness of such materials, information, or content. Without limitation of the foregoing, TEACHERSPAYTEACHERS has the right to, but may or may not, pre-screen and/or monitor content posted on the Service, and without limiting any remedies, may remove, edit, move, or close, in whole or in part, any content, information or materials, or thread or posting in any chat

room and/or similar feature on the Service, at any time for any reason, in TEACHERSPAYTEACHERS' sole discretion.

8. Links to Other Sites and Resources.

The Service contains links to other websites or resources. TEACHERSPAYTEACHERS has no control over such external sites and resources. You agree that (i) TEACHERSPAYTEACHERS is not responsible for the availability or accuracy of such external sites and resources, and (ii) TEACHERSPAYTEACHERS does not endorse nor is it responsible or liable for any content, advertising, products, services or materials on or available from such external sites and resources. Any reliance on the contents or services of such an external website or resource is done at your own risk and you assume all responsibilities and consequences resulting from such reliance.

9. Copyright Policy

We respect the intellectual property rights of others, and we ask that our Members and users do the same. It is our policy to disable access to or remove material that we believe in good faith to be infringing on a copyrighted work. We also disable and/or terminate the accounts of users who we believe in good faith are repeatedly infringing copyrighted works. Our Copyright Policy has been developed in accordance with the Digital Millennium Copyright Act (DMCA), and other applicable laws, and is available at www.teacherspayteachers.com/Copyright-Policy. By accepting these Terms of Service, you agree to be bound by our Copyright Policy, which is by this reference expressly incorporated into this Agreement.

10. Privacy Policy

We take the privacy of our users' and Members' information very seriously. Our Privacy Policy is available at www.teacherspayteachers.com/Privacy-Policy. By accepting these Terms of Service, you agree to be bound by our Privacy Policy, which is by this reference expressly incorporated into this Agreement.

11. Indemnity

By accepting this Agreement, you agree to indemnify and hold TEACHERSPAYTEACHERS and its subsidiaries, affiliates, officers, agents, employees, partners, and licensors harmless from any and all claims, demands, liabilities, expenses, or tax assessments, including reasonable attorneys' fees, arising out of any claim made by any third party or any action taken by any governmental or regulatory body (including, without limitation, the Federal Trade Commission or any state attorney general), due to, arising out of, or relating to (i) any product, content, information, or materials that you submit, sell, purchase, post, transmit, provide, or otherwise make available through the Service, (ii) your use of the Service, (iii) your connection to the Service, (iv) your actual or alleged breach of this Agreement (including our Copyright Policy and Privacy Policy), (v) your actual or alleged infringement of any third party intellectual property or proprietary rights, or (vi) your actual or alleged violation of any applicable laws, rules, regulations, or rights of another.

12. Warranty Disclaimers

YOU AGREE THAT THE SITE AND THE SERVICE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND THAT YOUR USE OF THE SERVICE PROVIDED BY TEACHERSPAYTEACHERS SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, TEACHERSPAYTEACHERS, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE, THE SERVICE, AND YOUR ACCESS TO AND USE THEREOF, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. TEACHERSPAYTEACHERS MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE CREDIBILITY OF THE MEMBERS OF THE SERVICE; THAT MEMBERS WILL PERFORM AS PROMISED; ABOUT THE TRUTHFULNESS, ACCURACY, OR COMPLETENESS OF THE SERVICE’S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SERVICE; ABOUT THE AVAILABILITY, QUALITY, CHARACTERISTICS, LEGITIMACY, FUNCTIONALITY, PRICING, SHIPPING, DELIVERY, SECURITY, OR SAFETY OF ANY PRODUCTS OR CONTENT (INCLUDING, WITHOUT LIMITATION, ANY TEACHING CONTENT) LISTED FOR SALE ON THIS SERVICE; OR ABOUT ANY PRODUCT DESCRIPTIONS OR PRODUCT LITERATURE. TEACHERSPAYTEACHERS ALSO MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE CONTENTS OF THE SERVICE OR ANY PRODUCTS LISTED FOR SALE ON THE SERVICE ARE FIT FOR ANY PARTICULAR PURPOSE OR WILL MEET ANY USER’S REQUIREMENTS, AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY PRODUCT OR CONTENT POSTED, EMAILED, TRANSMITTED, SOLD, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE. TEACHERSPAYTEACHERS DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND TEACHERSPAYTEACHERS WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES (INCLUDING ANY SELLERS OR TEACHER-BUYERS). AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

ADDITIONALLY, TEACHERSPAYTEACHERS IS NOT RESPONSIBLE FOR ANY DAMAGES OR LOST PROFITS THAT RESULT FROM MEMBERS DIRECTLY CONTACTING OTHER MEMBERS OR FOR ANY DAMAGES OR LOST PROFITS RESULTING FROM TRANSACTIONS CONDUCTED OUTSIDE OF THE SERVICE, INCLUDING TRANSACTIONS THAT MAY ORIGINATE THROUGH THE SERVICE BUT ARE TAKEN OFFLINE OR OUTSIDE OF THE SERVICE.

13. Limitation of Liability

YOU AGREE THAT TEACHERSPAYTEACHERS, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND/OR AGENTS 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, OR 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.

TEACHERSPAYTEACHERS' LIABILITY TO YOU OR ANY THIRD PARTY SHALL IN NO EVENT BE, IN THE AGGREGATE, GREATER THAN THE LESSER OF (A) THE TOTAL AMOUNTS PAID BY YOU TO TEACHERSPAYTEACHERS DURING THE TWELVE (12) MONTHS PRIOR TO THE CLAIM OR ACTION ALLEGEDLY GIVING RISE TO SUCH LIABILITY, OR (B) ONE HUNDRED DOLLARS (\$100.00).

YOU HEREBY ACKNOWLEDGE THAT YOU UNDERSTAND THAT BY ACCESSING AND USING THE SERVICE AND AGREEING TO THE TERMS OF THIS AGREEMENT, YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED. IF YOU ARE A CALIFORNIA RESIDENT, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD, AND HEREBY EXPRESSLY WAIVE, THE SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." FURTHERMORE, IF YOU ARE A RESIDENT OF ANOTHER STATE OR JURISDICTION, YOU AGREE TO WAIVE IN ADVANCE ANY SIMILAR LAWS OF SUCH OTHER STATE OR JURISDICTION.

14. Termination

We reserve the right to suspend or terminate, or take any other action or remedy that we deem reasonable, appropriate, or necessary, in our sole discretion, with respect to your Member Account immediately, without prior notice or liability, for any reason. If we terminate your account, your right to use the Service will immediately cease. You may terminate your Member Account at any time and for any reason, and we will make available through the Service reasonable means for you to do so. When these terms come to an end, those terms that by their nature are intended to continue indefinitely will continue to apply, including but not limited to, ownership provisions, licenses, warranty disclaimers, indemnity, and limitations of liability.

15. Miscellaneous Provisions

- Ownership of Site. With the exception of the Teaching Content, this site, the Service, and all text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork, content, and computer code therein (collectively, the “TEACHERSPAYTEACHERS Content”), including without limitation the design, structure, selection, coordination, expression, “look and feel,” and arrangement of such Content is owned, controlled, or licensed by or to TEACHERSPAYTEACHERS, and is protected by trade dress, trade secret, copyright, patent, and trademark laws, and various other intellectual property rights.

Except as expressly provided in this Agreement or otherwise permitted by law, no TEACHERSPAYTEACHERS Content may be used, copied, reproduced, modified, republished, disassembled, reverse engineered, uploaded, posted, publicly displayed, publicly performed, publicly performed by means of a digital audio transmission, encoded, translated, transmitted, or distributed in any way to any other person, computer, server, website, or in any other medium for any purpose, without TEACHERSPAYTEACHERS’s express prior written consent.

- Entire Agreement. The Terms of Service, including TEACHERSPAYTEACHERS’ Copyright Policy and Privacy Policy, which are incorporated by reference above, constitute the entire agreement between you and TEACHERSPAYTEACHERS and governs your use of the Service.

- No Agency. TEACHERSPAYTEACHERS is not the agent or representative of any site users (including, without limitation, any Teacher-Sellers, Publisher-Sellers, or Teacher-Buyers), nor does it operate under their authority for any purpose. TEACHERSPAYTEACHERS is simply a service provider that offers users the technological means to communicate with each other, sell goods to each other, and buy goods from each other.

- Governing and Applicable Law. The Terms of Service will be governed by and construed in accordance with the laws of the State of New York, in the United States of America, without regard to its conflict of law provisions. The Service is operated by Teacher Synergy Inc. from its offices in New York, in the United States of America. TEACHERSPAYTEACHERS makes no representation that materials or content on the Service are appropriate or available for use in other locations. Those who choose to access the Service from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Software from this site is further subject to United States export controls. No software from www.teacherspayteachers.com may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iran, Iraq, Libya, North Korea, Syria or

any other country to which the United States has embargoed goods; (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders; or (iii) in any other manner that violates U.S. law. By downloading or using any software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

- **Dispute Resolution**: Any dispute arising out of or relating to these terms or the Service shall be submitted exclusively to confidential binding arbitration in New York, NY, except that to the extent you have in any manner violated or threatened to violate TEACHERSPAYTEACHERS's intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court in the State of New York. You hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in the state and federal courts of New York. Arbitration under these Terms of Use shall be conducted pursuant to the Commercial Arbitration Rules then prevailing at the American Arbitration Association. The arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class action proceedings or otherwise. If a suit, action, arbitration or other proceeding of any nature whatsoever is instituted in connection with any dispute or controversy arising out of or related to the subject matter of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party, in addition to any other available remedy, all reasonable costs, including without limitation court costs, attorneys' fees, and other expenses incurred in such proceeding.

- **Waiver and Severability**. The failure of TEACHERSPAYTEACHERS to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. If any provision of this Terms of Service shall be held unlawful, void, or unenforceable for any reason, then that provision shall be deemed severed from this Terms of Service and shall not affect the validity and enforceability of the remaining provisions. The severed provision shall be deemed modified so that its purpose can be lawfully effectuated and enforced.

- **Notices**. TEACHERSPAYTEACHERS may provide you with notices, including, without limitation, those regarding changes to the Terms of Service and other service-related announcements, by email or postings on the Service.

- TEACHERSPAYTEACHERS may change or amend these Terms. If we make material changes, we will notify you, either through the user interface, in an email notification, or through other reasonable means. Your use of the Service after the date such change(s) become effective will constitute consent to the changed terms. If you do not agree to the changes, you must immediately stop using the Service. Otherwise the new terms will apply to you.

- **Future Changes in the Service**. TEACHERSPAYTEACHERS reserves the right at any time (and from time to time) to modify, suspend, or discontinue providing the Service or any part thereof with or without notice. TEACHERSPAYTEACHERS will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service.

- Assignment. TEACHERSPAYTEACHERS may assign this agreement to any successor or purchaser of TEACHERSPAYTEACHERS or all or substantially all of its assets.

- Headings. Section titles and headings in this Agreement are for convenience only, and have no legal or contractual effect.

- Trademarks. Teacher Synergy Inc. Inc., the Teacher Synergy Inc. logo, TEACHERSPAYTEACHERS, the TEACHERSPAYTEACHERS logo, and other TEACHERSPAYTEACHERS logos and names are trademarks of Teacher Synergy Inc. You agree not to display or use these trademarks in any manner without prior, written consent of Teacher Synergy Inc.

- Contact Information. Please send any questions or comments, for Customer Service, or to report any violations of this Agreement, to our support team [here](#).

Last Updated: November 14, 2013

WEEKLY TOP 10s

Top Categories

Printables
Activities
Worksheets
Cool Math games
Literacy Center Ideas
Math Centers
Fun Stuff
Lesson Plans (Bundled)
Assessment
Unit Plans

BEST SELLING RESOURCES

Martin Luther King Jr.
KinderMath Units Growing BUNDLE
Martin Luther King Jr
School Subject Bundle {Creative Clips...
Paragraph of the Week
Winter Math and Literacy Packet NO PR...
Reading Intervention Binder for Begin...
Guided Reading Kindergarten ENDLESS M...

First Grade Math Units 10-18 BUNDLED!

Guided Reading ~ KINDERGARTEN BUNDLE ...

[See Top 100](#)

10 MOST RECENT

TN Social Studies Standard 5.45 Exten...

Ratios, Rates, Proportions, & Per...

5 Elements of Short Stories

Pearson My world Social Studies - Gra...

King Midas and the Golden Touch--Supp...

Valentine's Day Math Money Task ...

Navy Damask Digital Paper patterns - ...

Jacob and Esau Positional Game printa...

Jacob and Esau Match the Number print...

Mystery of Saint Matthew Island--Supp...

[Top Selling Members](#)

[The Moffatt Girls](#)

[Miss Giraffe](#)

[Deanna Jump](#)

[Rachel Lynette](#)

[Lovin Lit](#)

[One Stop Teacher Shop](#)

[Miss DeCarbo](#)

[Reagan Tunstall](#)

[Tara West](#)

[Teaching With a Mountain View](#)

[See Top 100](#)

[ALL ABOUT US](#)

TeachersPayTeachers® is an online marketplace where teachers buy and sell original downloadable educational materials, hard goods and used educational resources.

[About Us](#) [Contact Us](#) [We're Hiring](#) [Press Coverage](#) [How to Sell Items](#)

CONNECT WITH US

Would you like to get FREE resources, updates and special offers in our teachers newsletter? Become a member.

[JOIN FOR FREE](#)

[Home](#) [Terms of Service](#) [Privacy Policy](#) [Copyright & Trademark](#) [Policies](#) [Copyright](#) [FAQ](#) [About Us](#) [Contact Us](#) [Careers](#) [FAQs & HELP](#)



