

Digital Teaching Resources Terms of Sale

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TERMS OF ACCESS AND USE

Overview

This Digital Teaching Resources Terms of Sale ("Agreement") governs the purchase, access, and use of the Ultimate Teacher Drive(s) ("Resources") and website resources created and distributed by Grace Ann Jenkins through Teaching with Grace ("Seller"). These Resources consist of original educational materials, teaching tools, and classroom resources delivered through Google Drive. Additionally if these resources are purchased independently, they must follow these guidelines listed below.

Disclaimer

Teaching with Grace is operated by Grace Ann Jenkins as a sole proprietor, - providing digital educational resources. Teaching with Grace is not a legal entity, educational institution, or accredited teaching organization. These Terms of Sale are provided as a binding agreement between the seller and customers, but do not constitute legal or educational advice. The Resources provided through the Ultimate Teacher Drive(s) are created based on experience, research and creative work. While designed to support classroom instruction, Teaching with Grace does not guarantee specific educational outcomes, does not claim alignment with all state or district standards, cannot ensure compatibility with all teaching environments, and makes no claims about universal effectiveness. The Resources are provided "as is." Teaching with Grace does not provide any express or implied warranties of merchantability, suitability, or completeness of the materials. Customers use these Resources at their own discretion and risk. Neither Teaching with Grace, Grace Ann Jenkins, nor any affiliates shall be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including but not limited to curriculum adjustments, instructional time, or teaching outcomes), even if advised of the possibility of such damages. Customers are responsible for reviewing resources for appropriateness in their teaching environment, ensuring compliance with their school/district policies, adapting materials as needed for their specific classroom needs, and maintaining proper licenses and access credentials. Customers should consult their school administration or legal counsel regarding their specific situation and local requirements for using third-party teaching resources. By making a purchase, customers acknowledge this disclaimer and agree to these terms.

DIGITAL RESOURCE TERMS OF SALE FOR TEACHING WITH GRACE ANN

This Digital Resource Terms of Sale is entered into upon purchase date, by and between Grace Ann Jenkins, doing business as Teaching with Grace Ann(Seller), and the purchasing teacher/educator (Customer).

Recitals. WHEREAS, Seller is engaged in the business of creating and developing digital educational resources and has created the Ultimate Teacher Drive(s), a collection of original teaching materials, classroom resources, and educational content delivered through Google Drive platform (the "Resources"); and

WHEREAS, Customer desires to utilize such Resources for individual teaching and classroom purposes; and

WHEREAS, Seller and Customer believe it is in their mutual interest to enter into an agreement whereby Customer would use Seller's Resources through Google Drive pursuant to the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the payment made and the mutual covenants of this Agreement, the parties hereto agree as follows:

1. LICENSE.

Seller hereby grants to Customer, upon purchase, a non-exclusive, non-assignable right to access and use the Resources through Google Drive platform for individual teaching purposes. All sales are final, and no refunds will be issued under any circumstances, including but not limited to: Customer dissatisfaction, technical issues, access problems, or change of teaching position. Customer receives continuous access to the Resources. In the event of death, permanent disability, or other catastrophic circumstance preventing the Seller from completing the Resources, the Agreement shall terminate with existing resources remaining accessible to Customer, and no refund shall be due or issued for incomplete resources or any other reason. Access continues as long as Customer maintains a valid Google account and is not restricted by Google Drive. This access right permits Customer to download, print, and use the Resources for their individual classroom needs, including making copies for their own classroom, creating prints for their students, saving personal backup copies, and adapting Resources for their classroom needs while maintaining original attribution. Customer may access Resources through multiple personal devices. The access rights granted herein are expressly limited to the purchasing Customer's individual teaching use; additional licenses must be purchased for other teachers or school-wide use. Customer is expressly prohibited from sharing access credentials, uploading Resources to shared school drives, posting Resources on public websites, redistributing Resources in any form, or creating derivative works for distribution. Customer may not share access with other teachers or schools, redistribute or resell any Resources, grant access to others through their Google Drive link, or claim ownership of or modify Resources for distribution. Any violation of these terms may result in immediate termination of access rights without refund and legal action.

2. TERM.

This Agreement shall be effective immediately upon purchase and shall extend indefinitely thereafter, providing perpetual access to the Resources as long as Customer maintains a valid Google account and Google Drive remains operational. The term "perpetual access" refers to the Customer's right to access and use the Resources that have been created and delivered, not a

guarantee of continued resource creation beyond the committed delivery period outlined in this section. Access rights commence upon payment confirmation and continue indefinitely for existing resources. In the event that Google Drive service is discontinued or materially changed, it is the Customer's responsibility to download and save all Resources when notified by Seller. Seller will make reasonable efforts to notify Customers of any known platform changes, but bears no responsibility for maintaining access after Resources have been shared and made available for download. There is no renewal requirement, and no additional payment will be required to maintain access to purchased resources. However, Seller reserves the right to terminate access rights if Customer violates any terms of this Agreement. In the event of business closure, platform changes, or other significant modifications to service delivery, Customer will be provided reasonable notice and opportunity to download existing resources. Once Resources have been made available for download, Seller's obligation to maintain access is considered fulfilled. This perpetual access right applies only to resources that have been created and delivered; it does not create any obligation for Seller to continue creating new resources beyond the specified delivery period or in the event of circumstances described earlier in this section.

3. PRICING AND PAYMENT

All purchases are one-time payments with no additional fees or charges. Current pricing is as follows: Early Bird Upgrade Price (until December 31, 2024) of \$20 USD for existing 2024 Drive customers, Regular Price (from January 1, 2025) of \$30 USD for the 2025 Drive only, and Combined 2024-2025 Drive Regular Price of \$50 USD. All sales are final and non-refundable under any circumstances. No payment plans, installation fees, or additional charges will be assessed. Each purchase grants access rights to a single user/customer only; multiple purchases are required for multiple users. Prices are subject to change for future products.

4. INTELLECTUAL PROPERTY AND CONFIDENTIALITY.

Seller (Grace Ann Jenkins/Teaching with Grace Ann) retains exclusive interest in and ownership of all intellectual property rights to the Resources, including but not limited to designs, activities, worksheets, presentations, and all other teaching materials provided through the Ultimate Teacher Drive(s). Customer acknowledges that the Resources are the proprietary and property of Seller. Accordingly, Customer shall not, at any time: share access credentials, redistribute Resources, resell materials, create derivative works for distribution, or claim ownership of any Resources. Customer agrees to take all reasonable precautions to preserve the integrity and protection of Seller's Resources, including maintaining secure login credentials and preventing unauthorized access or sharing. Customer is prohibited from: uploading Resources to shared school drives, posting Resources on public websites, sharing with other teachers, or attempting to modify and redistribute materials in any form. Any violation of these intellectual property rights may result in immediate access termination, potential legal action, and liability for damages including lost sales. Customer agrees that each Resource purchase is for single-teacher use only, and sharing or redistributing access constitutes copyright infringement. Discovery of unauthorized sharing may result in immediate termination of access without refund and potential legal action for damages.

Liquidated Damages: Due to the difficulty of ascertaining actual damages from unauthorized sharing of Resources, Customer agrees that any intentional sharing or redistribution of

Resources will result in legal action and any other remedies available under law.

The provisions of this intellectual property clause shall survive any termination of this Agreement and continue indefinitely. Customer acknowledges that protection of these Resources is essential to Seller's business and agrees to promptly report any known violations by others.

5. ACCESS AND RESOURCE DELIVERY

Resources will be delivered through Google Drive, with access granted within 24-48 hours of purchase confirmation. Upon purchase, Customer will receive an email with access instructions and drive link. No installation or training is required; however, Customer is responsible for ensuring they can access Google Drive through their own device and internet connection. Resources are provided in their final form and are ready to use upon delivery. While Seller may occasionally update or enhance existing resources, there is no obligation to modify resources based on Customer preferences. Resources are provided "as is" and Customer acknowledges reviewing sample materials before purchase. Customer is responsible for maintaining a working Google account, having necessary software to open files (such as PDF readers, Microsoft Office, or Google Workspace), downloading and saving resources they wish to keep, testing access to the drive immediately upon receiving link, and notifying Seller within 48 hours if access issues occur. It is explicitly the Customer's responsibility to contact Seller if drive access is not received within 48 hours of purchase; failure to report missing access within this timeframe indicates Customer's acceptance of delivery and may result in delays in access provision. No technical support is provided beyond initial access assistance. Customer acknowledges that purchasing indicates their ability to access and use Google Drive and common document formats.

6. WARRANTIES.

Seller represents and warrants that, to Seller's knowledge, the Resources are original creations and do not infringe upon the intellectual property rights of any third party. THE RESOURCES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO: WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, EDUCATIONAL EFFECTIVENESS, COMPATIBILITY WITH SPECIFIC TEACHING STANDARDS, OR SUITABILITY FOR ANY SPECIFIC CLASSROOM ENVIRONMENT. Seller makes no guarantees regarding the effectiveness of Resources in achieving specific educational outcomes or their compatibility with any particular school district's curriculum requirements. Customer acknowledges that sample materials were available for review prior to purchase and accepts the Resources in their current form. In the event of any claim by Customer, Customer's sole recourse shall be to discontinue use of the Resources; under no circumstances will Seller be obligated to modify Resources or provide refunds. Seller shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising from the use or inability to use the Resources, including but not limited to: loss of teaching time, curriculum adjustments, student outcomes, or any other damages related to educational implementation. Customer assumes all responsibility for reviewing and adapting Resources to meet their specific teaching needs and circumstances. This disclaimer of warranties and limitation of liability shall apply to the maximum extent permitted by applicable law, regardless of whether Customer has been advised of the possibility of such

damages.

7. IMPROVEMENTS AND MAINTENANCE.

Seller maintains the right, but not the obligation, to update, improve, or modify existing Resources at Seller's sole discretion. While Seller may occasionally enhance or update previously delivered Resources to improve quality, fix errors, or align with current educational practices, there is no guarantee or schedule for such updates. Any improvements or modifications made to existing Resources will be automatically available to Customers through the Google Drive at no additional cost. However, Seller is not obligated to make any specific improvements or modifications, even if such changes are made available in newer versions of similar resources or requested by Customer. Customer acknowledges that Resources are provided in their current form and future updates are not guaranteed. Seller reserves the right to reorganize, rename, or restructure the drive organization system to improve user experience, with reasonable notice to Customers when possible. In cases where Resources contain time-sensitive material (such as calendars or dated content), Seller is not obligated to provide updated versions in subsequent years. Customer acknowledges that purchasing a specific year's Teacher Drive does not entitle them to updates or new versions created for future years' drives, which would require separate purchase. Access to the original purchased Resources remains unchanged regardless of any updates or improvements Seller may choose to implement.

8. TERMINATION.

Seller reserves the right to immediately terminate Customer's access to the Resources without notice or refund upon discovery of any violation of this Agreement, including but not limited to: unauthorized sharing of access credentials, redistribution of Resources, failure to protect access information, or any other breach of the intellectual property provisions. Customer does not have the right to terminate this Agreement or receive any refund as all sales are final. However, Customer may choose to discontinue use of the Resources at any time, with no obligation for notice to Seller, but no refund will be provided. In the event of termination due to Customer's violation of this Agreement, Customer must immediately cease use of all Resources, delete any saved copies, and discontinue use in their classroom. Seller may also terminate access if required by law, court order, or other legal requirement. Post-termination, Customer loses all rights to access, use, or download Resources, and any attempt to access the Resources after termination will be considered unauthorized access. The provisions regarding intellectual property rights, confidentiality, and damages for unauthorized sharing survive any termination of this Agreement. Seller's termination rights are in addition to any other legal remedies available, including seeking damages for unauthorized sharing or intellectual property violations starting at \$500 per incident as outlined in Section 4.

9. POST-TERMINATION RIGHTS.

Upon termination of this Agreement due to Customer's violation of terms, all rights granted to Customer under this Agreement shall immediately terminate and revert to Seller. Upon such termination, Customer must: immediately cease use of all Resources; permanently delete any downloaded copies from all devices and storage locations; remove all printed copies from use in their classroom; and confirm compliance with these requirements if requested by Seller. Customer is expressly prohibited from continuing to use, share, or distribute any Resources

post-termination, regardless of when they were downloaded or printed. Any use of Resources after termination constitutes a violation of the terms of this agreement and may result in legal action. If termination occurs due to Google Drive platform changes or business closure, Customer will be given 30 days to download existing Resources for personal archival purposes only, with all original usage restrictions and prohibitions remaining in effect indefinitely. In cases where Customer maintains access due to technical limitations (such as previously downloaded files), continued use of such Resources remains unauthorized and in violation of this Agreement. Seller reserves the right to employ technical measures to revoke access to shared drives and digital Resources upon termination. The confidentiality, intellectual property, and usage restriction provisions of this Agreement survive termination indefinitely.

10. INDEMNITY.

Customer shall indemnify and hold harmless Seller (Grace Ann Jenkins/Teaching with Grace) against all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that arise out of or result from Customer's: unauthorized sharing of Resources; misuse of materials; violations of this Agreement; claims by third parties arising from Customer's use or modification of Resources; unauthorized distribution to other teachers or schools; posting of Resources on public platforms; or any other unauthorized use. This indemnification includes, but is not limited to, claims arising from Customer's modifications to Resources, unauthorized classroom implementation, sharing with other school districts, or any use beyond the scope of this Agreement. Customer also agrees to indemnify Seller for any damages resulting from Customer's failure to maintain secure access to the Resources or allowing unauthorized access through sharing of credentials. If Seller is required to enforce any part of this Agreement through legal action, Customer shall be responsible for all reasonable costs and attorneys' fees incurred in such enforcement. This indemnification obligation shall survive the termination of this Agreement indefinitely.

11. COMMUNICATION AND NOTICES.

All communications and notices under this Agreement shall be sent via email. Seller's official email address for all communications is gracey.jenkins.ann@gmail.com. Customer is responsible for maintaining a valid email address and ensuring that Seller's emails are not blocked by spam filters. Customer must promptly notify Seller of any email address changes to maintain communication about Resources and access. Important notices about drive access, changes, or policy updates will be sent to Customer's email address on record. Failure to receive notices due to incorrect email information or spam filtering is the responsibility of the Customer. Time-sensitive notices regarding drive access, termination, or policy changes will be considered delivered when sent to the Customer's registered email address. Customer agrees to add Seller's email address to their safe sender list to ensure receipt of important communications.

12. JURISDICTION AND DISPUTES.

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. All disputes arising from or relating to this Agreement shall be resolved in the applicable state or federal courts of Massachusetts. Both Seller and Customer consent to the jurisdiction of Massachusetts courts for any disputes involving the Resources or this Agreement. Customer

expressly waives any objection to Massachusetts jurisdiction and agrees that any legal proceedings must be filed in Massachusetts. Both parties agree to accept service of process by email, and Customer waives any jurisdictional or venue defenses otherwise available. Any legal action by Customer relating to this Agreement or the Resources must be commenced within one (1) year after the cause of action has accrued. Any dispute resolution will be conducted on an individual basis; class, consolidated, or representative court proceedings are not permitted. The prevailing party in any dispute shall be entitled to recover reasonable attorneys' fees and costs. Customer acknowledges that any unauthorized sharing or copyright violation may be subject to legal action in Massachusetts courts regardless of Customer's location.

13. AGREEMENT BINDING ON SUCCESSORS.

This Agreement shall be binding on and shall inure to the benefit of both parties, their heirs, administrators, successors, and assigns. If Seller (Grace Ann Jenkins/Teaching with Grace) chooses to sell, transfer, or otherwise assign the business or Resources to another party, this Agreement remains in effect and transfers to the new owner. Customer acknowledges that ownership changes will not affect their obligations under this Agreement, particularly regarding usage rights, sharing restrictions, and confidentiality requirements. Similarly, if Customer's teaching position changes (including retirement, school changes, or role changes), their obligations under this Agreement continue unchanged. Seller reserves the right to assign or transfer all rights and obligations under this Agreement as part of any business reorganization, sale, or transfer of assets.

14. WAIVER.

If Seller does not immediately enforce any part of this Agreement, it does not mean Seller waives (gives up) the right to enforce it in the future. For example, if Seller learns of unauthorized sharing but delays in taking action, Seller still maintains the right to take action later. Similarly, if Seller makes an exception for any Customer under any circumstance, it does not change the Agreement or create any right for other Customers to receive the same exception. No delay or failure by Seller to enforce any part of this Agreement shall be considered a waiver of future enforcement of any terms. All rights and remedies under this Agreement are cumulative and not exclusive, meaning Seller may enforce any combination of available rights and remedies at any time.

15. SEVERABILITY.

If any part of this Agreement is found to be invalid, illegal, or unenforceable by a court, that specific part shall be removed from the Agreement while all other parts remain in full effect. For example, if a court determines that any specific restriction or requirement in this Agreement cannot be enforced, only that particular provision will be void, and all other terms and conditions will continue to be valid and enforceable. The invalidation of any provision of this Agreement shall not affect the validity of any other provision. In the event that any provision is found to be unenforceable, this Agreement shall be interpreted as if such provision was never included, and the remainder of the Agreement will continue to be binding upon both Seller and Customer.

16. NON-TRANSFERABLE RIGHTS

The access rights granted under this Agreement are personal to the purchasing Customer and cannot be transferred, assigned, shared, or sold to anyone else under any circumstances. This includes, but is not limited to: transfers to other teachers, reassignment to replacement teachers, sharing with student teachers, transferring to new schools, or passing along to successor teachers. Only the original purchasing Customer may use the Resources, even in cases of retirement, job change, or role transfer. The Customer may not transfer their access rights, even if leaving their teaching position or moving to a new school. New teachers must purchase their own access rights directly from Seller. This restriction applies even if a school or district paid for the original purchase; the access rights remain with the individual teacher for whom it was purchased.

17. INTEGRATION.

These Terms of Sale constitute the entire understanding between Seller (Grace Ann Jenkins/Teaching with Grace) and Customer regarding the purchase and use of the Ultimate Teacher Drive(s), and supersede any prior agreements, discussions, or understandings. No verbal agreements, previous statements, or other forms of communication modify these terms. Seller reserves the right to modify these terms at any time with notice to Customers via email, and continued use of the Resources after such notice constitutes acceptance of the modified terms. These Terms take precedence over any other documents, including but not limited to school policies, district guidelines, or other agreements that may conflict with them. Customer acknowledges that their purchase constitutes acceptance of these Terms in their entirety, and no physical or electronic signature is required. These Terms become binding and effective immediately upon purchase of the Resources, and Customer's payment serves as agreement to all terms stated herein.

Terms of Sale Established by: Teaching with Grace Ann

Gracey Jenkins

Effective Date: November 2024

Purchase of Resources constitutes full acceptance of these Terms of Sale. No signature required