Inspire creativity and teamwork with Canva

Canva is the only design platform your classroom will ever need. Pass on creative and collaborative skills that'll last a lifetime with our intuitive drag-and-drop tool makes visual learning and communication easy and fun. Plus, it's available for free to all K-12 teachers and their students.

From brainstorms and worksheets to presentations and posters – your whole class can design anything, with any ingredient, together. As a go-to platform for project-based learning, you can create assignments that reflect the challenges your students will face in the real world. Canva is also optimized for Chromebook and fully functional cross-platform.



If you can dream it, you can create it on Canva

Create presentations, classroom decorations, infographics, worksheets, lesson plans and much more.

- 420,000+ templates
- 75 million+ premium stock photos, videos and graphics free-touse
- 3,000+ fonts
- Publish assignments and activities for your students
- Access your content from Google Drive, Dropbox and Folders
- Bring your designs to life with Bitmoji, Giphy and YouTube
- Share your designs to Google Classroom, Microsoft Teams and Remind.

See previous versions of this and other policies in our *Policy Archives*.

The text to the right is aimed to give a plain English summary of our Terms of Use. Please ensure you read the main text on the left, as the plain English summary on the right is just a summary and doesn't capture all of the terms.

Welcome to Canva.com, the website and online service of Canva, Pty Ltd ("Canva," "we," or "us"). This page explains the terms by which you may use our online and/or mobile services, website, and software provided on or in connection with the service (collectively the "Service"). By accessing or using the Service, you agree to be bound by this Terms of Use Agreement ("Agreement"), whether or not you are a registered user of our Service. This Agreement applies to all visitors, users, members, contributors and others who access the Service ("Users"). This Agreement hereby incorporates the terms of the following additional documents, including all future amendments or modifications thereto:

- 1. Contributor Agreement
- 2. One Design Use License Agreement
- 3. Multi-Use License Agreement
- 4. Free Images License Agreement
- 5. Extended License Agreement
- 6. Royalty Schedule

Welcome, here are the terms that you agree to when using Canva.

There are a few other documents that may be applicable depending on how you use the Service. Here are links to the other agreements that may be relevant.

Please read this agreement carefully to ensure that you understand each provision.

1. Use of Our Service

Our Service in a Snapshot. Canva operates an online design platform and media licensing service that empowers our users, members, artists, designers, photographers and others to design and collaborate. We provide ready-made media and content that is licensable for use in accordance with our various licenses.

Eligibility. You may use the Service only if you can form a binding contract with Canva, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules, and regulations. You must be 13 years old or older to use or access the Service, unless you are under 13 years old and your use of the Service is directly supervised by your parent or guardian or another authorized adult (e.g., a teacher) who agrees to be bound by this Agreement. Any use or access to the Service by anyone under 13 who is not directly supervised by an adult is strictly prohibited and in violation of this Agreement. The Service may not be available to any Users previously removed from the Service by Canva. By using the Service, you represent and warrant that you have the full right, power and authority to enter into this Agreement and to fully perform all of your obligations hereunder. You further represent and warrant that you are under no legal disability or contractual restriction that prevents you from entering into this Agreement.

License to use the Canva Service. Subject to the terms and conditions of this Agreement, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Service and as permitted by the features of the Service. Canva reserves all rights not expressly granted herein in the Service and the Canva Content (as defined below). Canva may terminate this license at any time for any reason or no reason.

Additional terms may apply for any content that you download from, upload to or print from the Service. Any such additional terms will be made available to you prior to initiating any applicable uploads, downloads or prints.

Canva is a great service to use for creating your designs, but you have to be at least 13 years of age and fully able to form binding contracts in order to use it. You may not use the Service in violation of these terms or any laws or regulations.

2. Canva Accounts

Your Canva account gives you access to the services and functionality that we may establish and maintain from time to time and in our sole discretion. We may maintain different types of accounts for different types of Users. If you open a Canva account on behalf of a company, organization, or other entity, then (a) "you" includes you and that entity, and (b) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to this Agreement, and that you agree to this Agreement on the entity's behalf. By connecting to Canva with a third-party service, you give us permission to access and use your information from that service as permitted by that service, and to store your log-in credentials for that service.

You may never use another User's account without permission. When creating your account, you must provide accurate and complete information. In order to be accepted as a Contributor (as defined below), we may require you to submit a valid photo identification. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. You may not allow any other party to access or use the Service with your unique username, password, or other security code. You must notify Canva immediately of any breach of security or unauthorized use of your account. Canva will not be liable for any losses caused by any unauthorized use of your account.

Certain portions of the Service, such as Canva Pro (formerly Canva for Work), may allow you to create or contribute to group accounts ("Team"). Access to a Team will be made available only to those Users who are authorized by the creator or controller of the Team ("Team Owner"). The Team Owner will be responsible for adding Users to the Team, for managing permissions for authorized Users, and otherwise for managing the account as set forth in this Agreement.

You may control your User profile and how you interact with the Service by changing the settings in your account. By providing Canva your email address you consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Service and special offers. If you do not want to receive such email messages, you may opt out or change your preferences in your settings page. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

Canva usernames are provided on a first-come, first-served basis and may not be offered for sale, sold, bought, solicited, or inactively held for future use. Inactive accounts may be renamed at any time without notification.

When you create a Canva account, you have to provide us with accurate information. You are responsible for any activity that occurs on your account, so make sure you have a strong password. Your Canva account is your unique identity. Don't let anyone else use your Canva account. You can control your User profile and how you interact with the Service by adjusting your account settings. We might email you important messages and information we think you'll find useful. We will stop sending you promotional materials if you tell us you're not interested.

3. Service Rules

3.1 General

You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated "scraping"; (ii) using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Service in a manner that sends more request messages to the Canva servers than a human can

Terms of Use - Canva

reasonably produce in the same period of time by using a conventional on-line web browser; (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Service; (vii) collecting or harvesting any personally identifiable information, including account names, from the Service; (viii) using the Service for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Service; (xi) accessing any content on the Service through any technology or means other than those provided or authorized by the Service; (xii) bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein; (xiii) using any Canva Content (as defined below), including any Canva trademarks, in any manner that might tarnish, disparage, or reflect adversely on such Canva Content; (xiv) using the Service or any Canva Content (as defined) to support, incite or promote discrimination, hostility or violence; (xv) using any Canva trademark or any variant thereof including misspellings as a domain name or as part of a domain name, as a metatag, keyword, or any other type of programming code or data; (xvi) adopting or using, without our prior written consent, any word or mark which is similar to or likely to be confused with Canva trademarks; (xvii) copying, imitating or using, in whole or in part, the look and feel of the Service (including but not limited to all page headers, custom graphics, button icons, and scripts) without the prior written consent of Canva; (xviii) using any Canva Content to link to the Canva website without the prior written consent of Canva; (xviv) framing or hotlinking to the Service or any content other than your own without the prior written consent of Canva; or (xvv) uploading any content that is sexual or pornographic or links to such material.

Accessing the audiovisual content available on the Service for any purpose or in any manner other than Streaming (as defined below) is expressly prohibited. "Streaming" means a contemporaneous digital transmission of an audiovisual work via the Internet from the Canva Service to a User's device in such a manner that the data is intended for real-time viewing and not intended to be copied, stored, permanently downloaded, or redistributed by the User.

We may, without prior notice, change the Service; stop providing the Service or features of the Service, to you or to Users generally; or create usage limits for the Service. We may permanently or temporarily terminate or suspend your access to the Service without notice and liability for any reason, including if in our sole determination you violate any provision of this Agreement, or for no reason. Upon termination for any reason or no reason, you continue to be bound by this Agreement. If your account is terminated for any reason, you must obtain written authorization from Canva prior to establishing another account. If you attempt to establish another account without obtaining such authorization, Canva may permanently ban you from the Service. You may not have more than one active account at any time without the written consent of Canva in each instance. If such consent is granted, you may not submit identical Stock Media (as defined below) to more than one account.

You are solely responsible for your interactions with other Canva Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. Canva shall have no liability for your interactions with other Users, or for any User's action or inaction.

3.2 Anti-discrimination

Canva does not support and will not tolerate its Service being used to discriminate against others, especially when based on race, religion, sex, sexual orientation, age, disability, ancestry or national origin. You are not permitted to use the Service in a manner which would or would likely incite, promote or support such discrimination and you must not use the Service to incite or promote hostility or violence. If we believe in our sole determination that your use of the Service is being used to discriminate, especially if based on race, religion, sex, sexual orientation, age, disability, ancestry or national origin, we may permanently or temporarily terminate or suspend your access to the Service without notice and liability for any reason.

Don't be bad. Don't steal any content, try to hack our servers, send spam or break any other rules, regulations, or laws.

We love working with you, but please don't stretch the relationship. These are things we don't want you to do with the Canva brand or trademarks.

Play nice. You're responsible for your interactions with others. We have the right to terminate our Services or your access to the Service.

4. User Content

4.1 General

Some areas of the Service allow Users to submit and publish content such as profile information, comments, questions, photographs, illustrations, fonts, designs, Community Content (defined in clause 4.4.1 below) and other content or information (any such materials a User submits, posts, displays, prints or otherwise makes available on or via the Service without compensation "User Content"). You retain ownership of your User Content, and you understand that if you post User Content under a Team, the Team Owner will own—and be entirely responsible for—all such User Content. For the avoidance of doubt, User Content does not include Stock Media (which is covered in our Contributor Agreement).

4.2 Uploading and Publishing User Content to Canva.

You agree not to submit or use User Content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; (iii) seeks to harm or exploit children by sharing content featuring them or exposing them to inappropriate content, asking for personally identifiable details or otherwise; (iv) may constitute or contribute to a crime or tort; (v) contains any information or content that we deem to be unlawful, harmful, pornographic or sexual, abusive, racially or ethnically offensive, defamatory, disparaging to Canva, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, hostile, violent, or that which provokes violence or hostility, profane, or otherwise objectionable; (vi) contains any information which discriminates against others based on race, religion, sex, sexual orientation, age, disability, ancestry or national origin; (vii) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets); (viii) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or (ix) contains any information or content that you know is not correct and current or is misleading. You agree that any User Content does not and will not violate third-party rights of any kind, including without limitation any Intellectual Property Rights (as defined below) or rights of privacy or publicity. Canva reserves the right, but is not obligated, to reject and/or remove any User Content that Canva believes, in its sole discretion, violates these provisions. You understand that publishing your User Content on or via the Service is not a substitute for registering it with the U.S. Copyright Office, the Writer's Guild of America, or any other rights organization. Further, you understand that if you contribute User Content under a Team, the Team Owner will own—and be entirely responsible for—all such User Content.

For the purposes of this Agreement, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

In connection with your User Content, you affirm, represent and warrant the following:

a. Your User Content and Canva's use thereof as contemplated by this Agreement and the Service will not violate any law or infringe any rights of any third party, including but not limited to any Intellectual

Property Rights and privacy and publicity rights.

- b. Canva may exercise the rights to your User Content granted under this Agreement without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement or otherwise.
- c. There is no suit action or claim or other legal or administrative proceeding now pending or threatened which might directly or indirectly affect any of your User Content or which might in any way impair the rights granted by you hereunder.
- d. If your User Content contains or incorporates in any manner any components including but not limited to design elements, fonts, clipart, sprites, vectors or brush tools and the like that are included in design programs, by uploading any such User Content to Canva, you represent and warrant that the end user license agreement, terms of service or the equivalent license agreed to by you allows you to incorporate such elements in the User Content created by you, and to license such User Content to Canva for the purposes set forth herein.
- e. Your User Content is neither obscene, sexual or pornographic, defamatory, or otherwise objectionable.
- f. To the best of your knowledge, all your User Content and other information that you provide to us is truthful, not misleading and accurate.
- g. You will not transmit unsolicited emails or engage in spamming to publicize or promote your relationship with Canva.
- h. If you use the Service to post, publish or print User Content, you agree that you have verified that the User Content does not contain anything that is illegal, infringes (or is otherwise deceptively similar to) any third-party's Intellectual Property Rights, or otherwise breaches these terms.
- i. You will not engage in pay per click advertising using keywords which compete with Canva's own campaigns in order to promote your relationship with Canva nor will you use or engage a third party on your behalf to use Canva in any domain name.

Upon making or learning of any claim that is inconsistent with any of the representations or warranties made by you, Canva shall send you written notice of such claim, using the email address provided by you to Canva, specifying the details of the claim as then known to Canva. Pending the determination of such claim, Canva may withhold from royalties and/or other compensation due to you hereunder, such sums as are reasonably related to the probable value of the claim as determined by Canva.

Canva takes no responsibility and assumes no liability for any User Content that you or any other User or third party posts, publishes or prints over or using the Service. You shall be solely responsible for your User Content and the consequences of posting, publishing and printing it, and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. You understand and agree that you may be exposed to User Content or Stock Media that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose, and you agree that Canva shall not be liable for any damages you allege to incur as a result of User Content, Stock Media or your use of either in printed form. In the event that your User Content is alleged to be offensive, inappropriate for children, unlawful or otherwise in breach of these terms, you agree that Canva may disclose such User Content to law enforcement or other government authorities.

4.3 User Content on Canva Print

In some countries, you may be eligible to order prints of your User Content on Canva Print, as part of the Services. Your use of Canva Print is subject to these terms.

Canva has engaged third party supplies who will be responsible for completing your print order once you submit a print order using the Service. We do not control these third party supplies and your order may, from time to time, be affected by circumstances outside of Canva's control. If you experience any issues, please visit Canva Print Customer Service. Please do not provide our third party suppliers with your personal information at any time.

You may order using Canva Print at your own cost, with such cost to be calculated and included as part of your fee. Unfortunately, we cannot guarantee delivery times for orders using Canva Print. If we provide you with a

delivery time, it is an estimate only and we are not responsible or liable for any delays with shipping. You agree to hold harmless Canva and its third party suppliers for any loss, cost or expense that you incur in connection with your use of Canva Print.

By printing User Content on Canva Print, you agree to take steps to verify that the User Content does not contain or consist of anything that is prohibited under these terms or is otherwise unlawful. You agree that this is not the responsibility of Canva or its third party suppliers, despite Canva and its third party suppliers having the right to refuse your order (which right you acknowledge).

4.4 User Content in the Community

4.4.1 Community

The Community is a forum located at http://community.canva.com ("Community") for Users that wish to discuss or view online discussions on Canva's services and products. Community members can share and view information, questions and comments from other Users, as well as follow, message and recognise other Users and review and recognise their posts ("Community Content"). Community Content will become public globally (including places without the same data protection as where you live).

4.4.2 Community Guidelines

To participate in the Community, you must be over 16 and comply with the Community Guidelines, as amended from time to time.

4.4.3 Retention of Community Content

Please carefully consider the information you include on the Community and understand that even after you close your account on the Community or Canva, your posts and other information will remain in anonymised form. To request removal of your information from the Community, please contact privacy@canva. If we are unable to remove any of your information, we will let you know why.

4.4.4 Free Community Content

Your Community Content will be offered for free to Users under the licence in clause 5. You will not receive a royalty for Community Content.

4.4.5 Moderation

The rules applying to User Content under clause 4.1 apply to Community Content. Canva may comment on, move, correct, delete, edit or refuse to publish your Community Content to ensure it is accurate, not misleading and complete, to comply with these Terms of use and our Community Guidelines or maintain the quality of the Community in Canva's sole discretion.

4.4.6 Third Party Content

If you share a third party's content on the Community, you must ensure you are permitted to do so under the laws applicable to you (including having a licence or their consent) and provide attribution (unless the third party waives this right or hasn't consented to their personal information being shared on the Community).

We welcome you to upload content to Canva, but we don't allow anything that is offensive, obscene, or could constitute or contribute to a criminal or civil offense, including copyright and other Intellectual Property Right violations.

If you want to contribute content to Canva to be licensed to other Users in exchange for royalties, you must agree to the Canva Contributor Agreement.

You promise that you have all necessary permissions and rights to submit the content you provide to us, and that your content won't infringe anyone's rights or violate any laws. You promise that your information is truthful. We're not responsible for your content in any way.

You're also promising:

- You have sufficient rights to use everything you submit.
- Your content is appropriate for use on our Service.
- You won't spam people.
- You won't compete with Canva for advertising clicks to promote your Canva profile.

If we think you're violating this Agreement, we may freeze your account until we figure it all out.

Canva Print lets you print the awesome designs that you have created on Canva and you can get them delivered to you directly. Basically, if you can't upload or publish something on Canva, you can't print it using Canva Print. Canva Print may not be available in your country and since we work with third parties, delivery times are estimates only.

5. User Content License Grant

By publishing any designs or content containing User Content using the Service, you expressly grant, and you represent and warrant that you have all rights necessary to grant to Canva a multi-use, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service and Canva's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels. For the avoidance of doubt, User Content does not include Stock Media. Stock Media is licensed to Canva in accordance with the terms of the Contributor Agreement.

When you publish Community Content, User Content or designs with User Content, you're granting us the rights necessary to host them in public view. These rights are only required when you publish User Content on the platform, not for designs that you only download and publish elsewhere.

6. Our Proprietary Rights

Except for your User Content, the Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, User Content belonging to other Users, and Stock Media belonging to other Users (the "Canva Content"), and all Intellectual Property Rights related thereto, are the exclusive property of Canva and its licensors (including other Users who post User Content or contribute Stock Media (as defined below) to the Service). Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any Canva Content. Use of the Canva Content for any purpose not expressly permitted by this Agreement is strictly prohibited.

Except for the User Content you provide to Canva, all materials on the Service are exclusively owned by us or our licensors. Don't steal any of the content that's helping you make fantastic designs.

7. Stock Media Licenses

7.1 General.

The Service provides certain functionality that allows you to create visual designs ("Canva Designs"). Canva Designs can be downloaded/exported from the Service in a range of formats, including without limitation PDF, JPEG, or HTML ("Export," "Exports," "Exported, "Exporting"). You may create Canva Designs using only your own User Content, or you may choose to incorporate Stock Media into your Canva Design. You may Export a Canva Design comprised solely of your own User Content at no cost. However, you may only Export a Canva Design comprised in whole or in part of any Stock Media in accordance with the terms of one of the licenses contained in this Section.

7.2 License Types.

In order to Export any Stock Media from the Service, you must license the Stock Media under one of the licenses provided below. By Exporting any Stock Media from the Service, you hereby agree to be bound by any applicable terms and pay all applicable fees. If you license the Stock Media as a Team Owner, the licenses granted under the licenses provided below will be granted to you and the applicable Team, for use by you and other Users who have been authorized under the Team, solely in connection with the Team. You agree to pay and be responsible for any and all sales taxes, use taxes, value added taxes and duties imposed by any jurisdiction as a result of the license granted to you, or of your use of the Stock Media pursuant to any license provided by Canva.

- a. One Design Use License Agreement
- b. Multi-Use License Agreement
- c. Free Images License Agreement
- d. Extended License Agreement

Canva allows you to use and export content submitted by other users to create beautiful designs. If you download any designs containing anyone else's content, you have to license it under one of the licenses in this section.

8. Feedback

You may choose to or we may invite you to submit comments or ideas about the Service (including on the Community), including without limitation about how to improve the Service or our products ("Ideas"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Canva under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Canva does not waive any rights to use similar or related ideas previously known to Canva, or developed by its employees, or obtained from sources other than you.

We love it when / if you give us feedback and suggestions, but unfortunately we can't pay you if we implement an idea you sent us.

9. Paid Services

9.1 Billing Policies.

Certain aspects of the Service may be provided for a fee or other charge. If you elect to use paid aspects of the Service, you agree to the pricing and payment listed on the Service which we may update from time to time. Canva may add new services for additional fees and charges, or amend fees and charges for existing services, at any time in its sole discretion; however, any price changes or changes to your subscription plans will apply no earlier than 30 days following notice to you.

9.2 No Refunds.

You may cancel your Canva account at any time; however, there are no refunds for cancellation. In the event that Canva suspends or terminates your account or this Agreement, you understand and agree that you shall receive no refund or exchange for any credits, any unused time on a subscription, any license or subscription fees for any portion of the Service, any content or data associated with your account, or for anything else.

9.3 Payment Information; Taxes.

All information that you provide in connection with a purchase or transaction or other monetary transaction interaction with the Service must be accurate, complete, and current. You agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or transaction or other monetary transaction interaction with the Service at the prices in effect when such charges are incurred. You will pay any applicable taxes, if any, relating to any such purchases, licenses, royalties, transactions, or other monetary transaction interactions.

Some of the stuff on our site requires you to pay for it, and we love that you're supporting our artists. By initiating a purchase on Canva, you agree to pay all charges associated with your transaction. Once you've provided a payment to us, we don't provide any refunds.

9.4 Free Trials

Canva offers free trials for certain paid subscription types to allow you to try our service. Canva reserves the right to set eligibility requirements for free trials.

At the end of your free trial period, we will charge the relevant subscription fee for the next billing cycle to your nominated payment method, unless you cancel your subscription prior.

10. Canva Property

Certain aspects of the service (including but not limited to the Community) may allow you to obtain certain reputational or status indicators ("Canva Property"). You understand and agree that regardless of terminology used, Canva Property represents a limited license right governed solely by the terms of this Agreement and available for distribution at Canva's sole discretion. Canva Property is not redeemable for any sum of money or monetary value from Canva at any time. You acknowledge that you do not own the account you use to access the Service, nor do you possess any rights of access or rights to data stored by or on behalf of Canva on Canva servers, including without limitation any data representing or embodying any or all of your Canva Property. You agree that Canva has the absolute right to manage, regulate, control, modify and/or eliminate Canva Property as it sees fit in its sole discretion, in any general or specific case, and that Canva will have no liability to you based on its exercise of such right. All data on Canva's servers are subject to deletion, alteration or transfer.

Notwithstanding any value attributed to such data by you or any third party, you understand and agree that any data, account history and account content residing on Canva's servers, may be deleted, altered, moved or transferred at any time for any reason in Canva's sole discretion, with or without notice and with no liability of any kind. Canva does not provide or guarantee, and expressly disclaims, any value, cash or otherwise, attributed to any data residing on Canva's servers.

Although your profile might say "King of Canva", the status you generate as a Canva User has no monetary value, and we may delete it.

11. Privacy

We care about the privacy of our Users. Our <u>Privacy Policy</u> sets out how we collect, use, disclose and store your personal information and how it is transferred to and processed in the United States. It also contains details of how to exercise your privacy rights (such as access and correction) and how to make complaints.

Your privacy is important to us and we only process your personal information in accordance with our Privacy Policy.

12. Security

Canva cares about the integrity and security of your personal information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

This one's short enough for you to read.

13. DMCA Notice

Since we respect artist and content owner rights, it is Canva's policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 ("DMCA").

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify Canva's copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, you must provide the following information in writing:

- 1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
- 2. Identification of the copyrighted work that you claim has been infringed;
- 3. Identification of the material that is claimed to be infringing and where it is located on the Service;
- 4. Information reasonably sufficient to permit Canva to contact you, such as your address, telephone number, and, e-mail address;
- 5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
- 6. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

Attn: DMCA Notice Canva Pty Ltd

Address: 2/2 Lacey Street Surry Hills, NSW 2010

Australia

Email: copyright@canva.com

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

Please note that this procedure is exclusively for notifying Canva and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with Canva's rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

In accordance with the DMCA and other applicable law, Canva has adopted a policy of terminating, in appropriate circumstances, Users who are deemed to be repeat infringers. Canva may also at its sole discretion

limit access to the Service and/or terminate the accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

If you think your copyright is being infringed, follow these steps, and we'll do something about it.

14. Third-Party Links and Canva Apps

The Service may contain:

- a. Links to third-party apps to install and use on Canva (canva.com/apps);
- b. links to third-party websites, advertisers, services, special offers, or other events or activities,

that are not owned or controlled by Canva.

Canva does not endorse or assume any responsibility for any such third-party apps, sites, information, materials, products, or services. If you access a third-party app or website from the Service, you do so at your own risk, and you understand that this Agreement and Canva's Privacy Policy do not apply to your use of such sites. Before installing an app to your Canva account, please ensure you read and agree to the Terms and Conditions of the app. You expressly relieve Canva from any and all liability arising from your use of any third-party app, website, service, or content. Additionally, your dealings with or participation in promotions of advertisers found on the Service, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that Canva shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

We only control Canva, and we're not responsible for anything on other apps or sites. So if you follow a link on Canva to another site, you do so at your own risk.

15. Indemnity

You agree to defend, indemnify and hold harmless Canva and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service, including any data or content transmitted or received by you; (ii) your violation of any term of this Agreement, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy, publicity, or Intellectual Property Rights; (iv) your violation of any applicable law, rule, or regulation; (v) any claim or damages that arise as a result of any of your User Content, your Stock Media, or any content that is submitted via your account; or (vi) any other party's access and use of the Service with your unique username, password, or other appropriate security code.

If Canva suffers damages or claims relating to your content, account, or use of the Service or your violation of these terms, any laws, or any other individual's rights, you are responsible for all costs.

16. No Warranty

The service is provided on an "as is" and "as available" basis. Use of the service is at your own risk. To the maximum extent permitted by applicable law, the service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Without limiting the foregoing, Canva, its subsidiaries, and its licensors do not warrant that the content, including without limitation User Content and Stock Media, is accurate, reliable or correct; that the service will meet your requirements; that the service will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the service is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the service is downloaded at your own risk and you will be solely

responsible for any damage to your computer system or mobile device or loss of data that results from such download or your use of the service.

Canva does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Canva service or any hyperlinked website or service, and Canva will not be a party to or in any way monitor any transaction between you and third-party providers of products or services.

You use Canva as-is and at your own risk. We don't provide any guarantees with respect to the Service.

17. Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall Canva, its affiliates, agents, directors, employees, suppliers or licensors be liable for any direct, indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, that result from the use of, or inability to use, this service, including without limitation, your submission of User Content or Stock Media. Under no circumstances will Canva be responsible for any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the service or your account or the information contained therein.

To the maximum extent permitted by applicable law, Canva 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 or use of our service; (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein; (iv) any interruption or cessation of transmission to or from the service; (v) any bugs, viruses, trojan horses, or the like that may be transmitted to or through our service by any third party; (vi) any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the service; and/or (vii) user content or the defamatory, offensive, or illegal conduct of any third party. In no event shall Canva, its affiliates, agents, directors, employees, suppliers, or licensors be liable to you for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the amount you paid to Canva hereunder or \$100.00, whichever is greater.

No action, regardless of form or nature, arising out of this agreement may be brought by or on behalf of you more than one (1) year after the cause of action first arose.

Notwithstanding anything to the contrary contained herein, Canva shall not be liable for any damages, costs or losses arising as a result of modifications made to User Content, Stock Media, or other content, any additions or combinations of User Content or Stock Media with other content, or the context in which the User Content, Stock Media, or other content is used by you.

This limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if Canva has been advised of the possibility of such damage. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

Some states do not allow the exclusion of implied warranties or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This agreement gives you specific legal rights, and you may also have other rights which vary from state to state. The disclaimers, exclusions, and limitations of liability under this agreement will not apply to the extent prohibited by applicable law.

The Service is controlled and operated from its facilities in the United States. Canva makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You

may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the United States.

We disclaim all liability in connection with your use of the Service. To the extent we are found liable for anything, the maximum we are obligated to pay is the greater of \$100.00 or however much you paid to us.

18. Governing Law

You agree that: (i) the Service shall be deemed solely based in California; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over Canva, either specific or general, in jurisdictions other than California. This Agreement shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of the federal and state courts located in Santa Clara County, California for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below. If you are a consumer, this agreement does not exclude any rights you may have under the national consumer laws of your jurisdiction.

These terms are governed by the laws of California but don't exclude your rights under national consumer law. If we need to enforce our Intellectual Property Rights against you, you agree to have the issue resolved only in the courts of Santa Clara County, California.

19. Arbitration.

For any dispute with Canva, you agree to first contact us at support@canva.com and attempt to resolve the dispute with us informally. In the unlikely event that Canva has not been able to resolve a dispute it has with you after attempting to do so informally, we each agree to resolve any claim, dispute, or controversy (excluding any Canva claims for injunctive or other equitable relief) arising out of or in connection with or relating to this Agreement, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration by the American Arbitration Association ("AAA") under the Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes then in effect for the AAA, except as provided herein. The arbitration will be conducted in Santa Clara County, California, unless you and Canva agree otherwise. Each party will be responsible for paying any AAA filing, administrative and arbitrator fees in accordance with AAA rules. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall prevent either party from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of that party's data security, Intellectual Property Rights, or other proprietary rights. All claims must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding, and, unless we agree otherwise, the arbitrator may not consolidate more than one person's claims. You agree that, by entering into this agreement, you and Canva are each waiving the right to a trial by jury or to participate in a class action.

If you have any disagreements, contact us first. We're decent people, but if we can't work it out, then you agree to submit the dispute to arbitration in Santa Clara County, California (except in certain circumstances relating the protection of Intellectual Property Rights.)

20. General

20.1 Assignment.

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Canva without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

20.2 Notification Procedures and Changes to the Agreement.

Canva may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our website, as determined by Canva in our sole discretion. Canva reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in this Agreement. Canva is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. Canva may, in its sole discretion, modify or update this Agreement from time to time, and so you should review this page periodically. When we change the Agreement in a material manner, we will update the 'last modified' date at the top of this page. Your continued use of the Service after any such change constitutes your acceptance of the new Terms of Use. If you do not agree to any of these terms or any future Terms of Use, do not use or access (or continue to access) the Service.

20.3 Entire Agreement/Severability.

This Agreement, together with the

- Contributor Agreement
- Contributor Guidelines
- One Design Use License
- Multi-Use License Agreement
- Free Images License Agreement
- Extended License Agreement
- Royalty Schedule

and any amendments and any additional agreements you may enter into with Canva in connection with the Service, shall constitute the entire agreement between you and Canva concerning the Service. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

20.4 No Waiver.

No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and Canva's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

20.5 Contact.

Please contact us at <u>support@canva.com</u> with any questions regarding this Agreement.

This section contains terms regarding the ability to transfer rights under this Agreement, notification procedures and the interpretation of these terms.

Discover

Welcome to Canva, the online and mobile service of Canva Pty Ltd ("Canva," "we," or "us"). Our Privacy Policy explains how we collect, use, disclose, and protect information that applies to our Service, and your choices about the collection and use of your information. Capitalized terms that are not defined in this Privacy Policy have the meaning given to them in our <u>Terms of Use</u>. If you do not want your information processed in accordance with this Privacy Policy in general or any part of it, you should not use our online or mobile services.

Welcome, here is our policy on privacy. Our privacy policy, if you will.

Summary: This policy sets out how Canva collects and uses the information that we collect about you when you use the Canva services. This policy also explains the choices that you can make about the way that we use your information.

1. Information we collect and its use

We collect the following types of information about you:

(a) Information you provide us directly

We may ask for certain information when you register for a Canva account or correspond with us (such as a username, your first and last names, birthdate, phone number, profession and e-mail address).

If you join our forum located at http://community.canva.com where our users discuss Canva's services and products (Community), we receive additional information (such as your location, company, title, website and social media links, personal description) which will be associated with your posts and activity in the Community.

We also collect any messages you send us through the Service, and may collect information you provide in User Content you post to the Service (such as text and photos you upload to use in your designs or posts in our Community). We use this information to operate, maintain, and provide the features and functionality of the Service to you, to correspond with you, and to address any issues you raise about the Service.

If you don't provide your personal information to us, you may not be able to access or use our Service or Community or your experience of using our Service or Community may not be as enjoyable.

Summary: If you give us info about you, we will keep it and use it to provide our Service and make our service better.

(b) Information we receive from third parties

We may receive information about you from third parties. For example, if you access our websites or Service through a third-party connection or log-in, for example, through Facebook Connect, by "following," "liking," adding the Canva application, linking your account to the Canva Service, etc., that third party may pass certain information about your use of its service to Canva. This information could include, but is not limited to, the user ID associated with your account (for example, your Facebook UID), an access token necessary to access that service, any information that you have permitted the third party to share with us, and any information you have made public in connection with that service. You should always review, and if necessary, adjust your privacy settings on third-party websites and services before linking or connecting them to the Canva Service. You may also unlink your third party account from the Service by adjusting your settings on the third party service. If you unlink your third party account, we will no longer receive information collected about you in connection with that service.

Summary: When you use our Service, third parties might give us some info about you, especially if you are signed into a third party account while using our Service. When you choose to link your social media account with our Service such as by logging in through Facebook or Gmail, your

social media account provider (such as Google and Facebook) will give us some info about you such as your Facebook user identification number.

(c) Information we collect from you automatically

We will directly collect analytics data, or use third-party analytics tools, to help us measure traffic and usage trends for the Service. These tools collect information sent by your browser or mobile device, including the pages you visit and other information (in respect of which, please see the paragraph on log file information below) that assists us in improving the Service. For more information on the analytics cookies we use and how to opt out of third parties collecting this information, please see our <u>Cookies Policy</u>.

Summary: To help us improve our service we keep info about how you use our service.

(d) Cookies information and information taken from similar technologies

When you visit the Service, we will send cookies — small text files containing a string of alphanumeric characters — to your computer that uniquely identifies your browser and lets Canva help you log in faster and enhance your navigation through the site. A cookie may also convey information to us about how you use the Service (e.g., the pages you view, the links you click and other actions you take on the Service), and allow us or our business partners to track your usage of the Service over time.

You can control or reset your cookies and similar technologies through your web browser, which will allow you to customise your cookie preferences and to refuse all cookies or to indicate when a cookie is being sent. However, some features of the Service may not function properly if the ability to accept cookies is disabled. For more information on how we use cookies and other technologies and how you can control them, please read our Cookies Policy.

Summary: We will send cookies (not the yummy kind) to your web browser to help you use Canva. If you would like to adjust your cookie settings, please consult your browser instructions. For more information on how we use cookies, please see our Cookie Policy.

(e) Log file information

Log file information is automatically reported by your browser or mobile device each time you access the Service. When you use our Service, our servers automatically record certain log file information. These server logs may include anonymous information such as your web request, Internet Protocol ("IP") address, browser type, referring / exit pages and URLs, number of clicks and how you interact with links on the Service, domain names, landing pages, pages viewed, and other such information.

Summary: Whenever you load a page from Canva, your browser sends us info about itself and your interactions with our Service. That info gets stored on our servers.

(f) Clear gifs/web beacons information

When you use the Service, we may employ clear GIFs (also known as web beacons) which are used to anonymously track the online usage patterns of our Users. In addition, we may also use clear GIFs in HTML-based emails sent to our users to track which emails are opened and which links are clicked by recipients. This information allows for more accurate reporting and improvement of the Service.

Summary: We might do clever stuff with images in order to check how many people open our emails and visit our site.

(g) Device identifiers

When you access the Service by or through a mobile device (including but not limited to smart-phones or tablets), we may access, collect, monitor and/or remotely store one or more "device identifiers," such as a universally unique identifier ("UUID"). Device identifiers are small data files or similar data structures stored on or associated with your mobile device, which uniquely identify your mobile device. A device identifier may be data stored in connection with the device's operating system or other software, or data sent to the device by Canva. A device identifier may convey information to us about how you browse and use the Service. A device identifier may remain persistently on your device, to help you log in faster and enhance your navigation through the Service. Some features of the Service may not function properly if use or availability of device identifiers is impaired or disabled. Device Identifiers used by Canva include the Android Advertising ID and iOS Advertising Identifier.

Summary: In order to track how different people are using our Service we might store a unique ID on your mobile that helps us do that.

(h) Location data

You may enter your location in your profile when you sign up for a Canva account or join the Community (this field is not requested for Canva for Education users). Location data will convey to us information about how you browse and use the Service and enable us to offer you localised content.

Summary: We'll use your location to offer you a personalised service.

2. How we use your information

We use the information we collect about you for the purposes set out above which we have described in more detail below:

- Providing you with the Service: We use the information that you provide us to provide the Service to you. This includes allowing you to log in to Canva, operating and maintaining the Service, giving you access to your designs and billing you for transactions that you make via the Service. We also use information we collect about you automatically to remember information about you so that you will not have to re-enter it during your visit or the next time you visit the site.
- Allowing you to participate in our Community of Canva Users so that you can view and share information in a forum about the Services and connect with other Users.
- For data analytics: We use information about you to help us improve the Canva Service and our users'
 experience, including by monitoring aggregate metrics such as total number of visitors, traffic, and
 demographic patterns.
- For data labelling and machine learning to improve our services: We use content and media in user's private accounts (such as photos, videos and audio) to train our models to apply machine learning to new unseen media and improve our service for users. This could include:
 - components (ie background, eyes);
 - labelling raw individual data (ie "man with dog");
 - detecting content prohibited by our terms of use for moderation and security purposes (i.e. pornographic or copyright protected material);
 - translating audio soundtracks;

This improves our service to users by for example, allowing our photo editing tools to rectify red eye and blemishes, recolour or erase components and remove backgrounds from photos and video.

- Customising the Service for you: We use information you provide us and information about you to make sure that your use of the Service is customised to your needs. For example, if you tell us your profession to recommend designs that are likely to be relevant to you.
- To communicate with you about the Service: We use your contact information to get in touch with you and to send communications about critical elements of the Service. For example, we may send you emails about technical issues, security alerts or administrative matters.
- To promote and drive engagement with the Canva Service: We use your contact information to get in touch with you about features and offers relating to the Service that we think you would be interested in. We also use information we collect about you to make sure that you get the most relevant offers and promotions based on your use of the Service, and your preferences. You can opt-out of getting these communications as described below.
- Customer happiness: We use information about you, information that you provide to our customer happiness team, and information about your interactions with the Service to resolve technical issues you experience with the Service, and to ensure that we can repair and improve the Service for all Canva users.
- For security measures: We use information about you to monitor activity that we think is suspicious or potentially fraudulent, and to identify violations or this Privacy Policy or our Terms of Service.
- For matters that you have specifically consent to: From time to time Canva may seek your consent to use your information for a particular purpose. Where you consent to our doing so, we will use it for that purpose. Where you no longer want us to use your information for that purpose you may withdraw your consent to this use.
- For matters that we are required to use your information by law: Canva will use or disclose your information where we reasonably believe that such action is necessary to (a) comply with the law and the reasonable requests of law enforcement; (b) to enforce our Terms of Use or to protect the security or integrity of our Service; and/or (c) to exercise or protect the rights, property, or personal safety of Canva, our Users or others.

Summary: These are the reasons that Canva needs to use information about you.

Legal bases for processing information under the GDPR (for users in the EEA)

For Canva users in the European Economic Area (EEA) Canva processes your information in accordance with European laws and regulations such as the General Data Protection Regulation (GDPR). The GDPR governs how Canva may process your information, and the rights that EEA users have in relation to it.

This means that Canva will collect and use your information only where:

- We need it to provide you the Service and fulfil our obligations to you under our Terms of Service. This includes providing you with access to the information that you create in your designs.
- It is in our legitimate interests to do so. Our legitimate interests include providing a useful Service, obtaining payment for our Service (if applicable), sending you marketing and enhancing our Service via

research and development, data analytics, data labelling and machine learning. We do not rely on this lawful basis where our legitimate interest is overridden by your interest in protecting your data.

- You consent to us or have a reasonable expectation of us using your information in a certain way for example, to hear about new features or offers.
- It is necessary for compliance with our legal obligations.

If you have consented to our use of your information you can withdraw that consent at any time. Depending on the situation you can either withdraw your consent by emailing privacy@canva.com, or through your account settings page. Where we are using your information because of a legitimate interest to do so, you have the right to object to that use. However, if you do so it may mean that it is not possible for you to continue using the Services.

For the purposes of the GDPR and UK GDPR, Canva Pty Ltd is the data controller with registered address at 110 Kippax St, Surry Hills, NSW, 2010.

Our local representative in Europe is European Data Protection Office (EDPO) with registered address at Avenue Huart Hamoir 71, 1030 Brussels, Belgium. Our local representative in the United Kingdom is European Data Protection Office UK (EDPO UK) with registered address at 8 Northumberland Avenue, London WC2N 5BY, United Kingdom. The EDPO and EDPO UKcan be contacted at info@edpo.com and data subject request forms can be accessed by people in the EU/EEA at https://edpo.com/gdpr-data-request/ or by people in the United Kingdom at https://edpo.com/uk-gdpr-data-request/.

If you have any queries about our Privacy Policy, data subjects may contact our Data Protection Officer ta privacy@canva.com or by post at:

Data Protection Officer Canva Pty Ltd 110 Kippax St, Surry Hills, NSW, 2010.

Summary: GDPR, you may have heard of it? It's kind of a big deal. If you are accessing our Service from the EEA, we process your personal data: (i) where this is necessary to provide the Service to you; (ii) where it is in our legitimate interests; (iii) where you consent; or (iv) where it is necessary for compliance with our legal obligations.

3. Sharing your information

We will not rent or sell your information to third parties outside Canva and its group companies (including any parent, subsidiaries and affiliates) without your consent, except as noted in this section:

Summary: We won't share your personal information without your permission except as follows:

(a) Who we share your information with

We share your information with third-party service providers for the purpose of providing the Service to you and to facilitate Canva's legitimate interests in providing a service which is useful and safe to you. Those service providers will only be provided with access to your information as is reasonably necessary for the purpose that Canva has engaged the service provider, and we will require that such third parties comply with this Privacy Policy, appropriate data processing terms and any applicable laws.

Some of the third parties that Canva may share your personal information with include providers who assist Canva with functions such as:

Privacy Policy

• Billing;

2/24/2021

- Customer support and customer management;
- Email services;
- Hosting and storage;
- Analytics;
- Data labelling and machine learning;
- Security;

and

• Delivery of physical products;

Summary: We might share some information on you with our business partners and third party service providers, but only as necessary to provide the service to you or to fulfil Canva's legitimate business interests.

(b) Who you can choose to share your User Content with

Any information or content that you voluntarily disclose for posting to the Service, such as User Content (including Community Content as defined below), becomes available to be read, collected and used by the public. When you set your profile to public, join our Community or make User Content public, your information becomes publicly available globally, searchable by other Users and can be indexed by search engines. If you or Canva remove information that you posted to the Service, copies remain viewable in cached and archived pages of the Service, or if other Users have copied or saved that information. In the Community, your posts and other information will remain accessible (but with your profile information removed where possible – this may have been indexed by search engines or copied by other Users or included in the body of posts) to ensure the continued functioning of the Community. By default all content you post on Canva is not publicly available, except for on the Community.

You may share your Canva designs to your social media accounts, including LinkedIn, Facebook, Twitter, Pinterest and Tumblr. You should ensure that you familiarise yourself with the privacy policies of each of these services and any privacy settings that may apply to the designs you choose to share on those accounts.

Summary: By default all content you post on Canva is not publicly available. If you do choose to make designs or other information public (including on the Community), that information may remain visible even after you remove it via cached and archived pages, or if other users have made copies.

(c) Sharing with other third parties

Canva will also share your information with third parties in certain circumstances, such as where:

• we are required to do so as a result of a court order, subpoena or other legal requirement;

• we believe that it is necessary to protect you or Canva or other people from harm, such as where we consider that there is a need to investigate or warn of potentially fraudulent, malicious or criminal activity or remove malicious content. For example, this may involve sharing details of an account or website engaged in phishing or a breach of our Terms of Use with take down services, intelligence sharing services, law enforcement bodies or on public websites;

- you have consented to our sharing it with a third party for a particular purpose;
- you or your account administrator elects to install third party apps that interact with our Service. For example, you may install a third-party document sharing app in order to store, share and edit content through our Service. These third-party apps are not controlled by us, and this privacy policy does not cover how third-party apps use your information. You should review the terms and conditions of any third party apps before connecting them to the Service. If you object to information about you being shared with these third parties, do not install the app.

Summary: These ones speak for themselves.

Canva will also share your information with a third party in circumstances where we sell, divest or transfer Canva (including any shares in Canva), or any combination of its products, services, assets and/or businesses to a third party. Information such as customer names and email addresses, User Content and other user information related to the Service may be among the items sold or otherwise transferred in these types of transactions. We will also sell, assign or otherwise transfer such information in the event of corporate divestitures, mergers, acquisitions, bankruptcies, dissolutions, reorganisations, liquidations, similar transactions or proceedings involving all or a portion of Canva. You will be notified via email and/or a prominent notice on the Service if such a transaction takes place and be given notice of any material changes to the way we handle your data under this policy.

We may also aggregate or otherwise strip data of all personally identifying characteristics and may share that aggregated, anonymized data with third parties.

Summary: If we sell our business, any of the info which we've acquired about you may be part of the sale.

4. Ads on Canva

We may share certain information such as your location, browser and cookie data and other data relating to your use of our Service with our business partners to deliver personalized advertisements ("ads") that may be of interest to you. Please see our <u>Cookies Policy</u> for more information. Canva may allow third-party ad servers or ad networks to serve personalized advertisements either on the Service or on third party websites, including Facebook and Google. These third-party ad servers or ad networks use technology to send, directly to your browser or mobile device, these personalized ads and ad links, and will automatically receive your IP address when they do so. They may also use other technologies (such as cookies, JavaScript, device identifiers, location data, and clear gifs, see above) to compile information about your browser's or device's visits and usage patterns on the Service, and to measure the effectiveness of their ads and to personalize the advertising content. Canva does not sell, rent, or share the information we collect directly from you or about you from third parties with these third-party ad servers or ad networks for such parties' own marketing purposes.

Please note that an advertiser may ask Canva to show an ad to a certain audience of Users (e.g., based on demographics or other interests). In that situation, Canva determines the target audience and Canva serves the advertising to that audience and only provides anonymous aggregated data to the advertiser. If you respond to such an ad, the advertiser or ad server may conclude that you fit the description of the audience they are trying to reach.

The Canva Privacy Policy does not apply to, and we cannot control the activities of, third-party advertisers. Please consult the respective privacy policies of such advertisers or contact such advertisers for more information.

Canva for Education: Please note that this section 4 does not apply to Canva for Education users – we do not serve advertising to Canva for Education users.

Summary: If we have to have ads on our site *ewww* we might use some of your info to show you appropriate ads. We may also use some of that info to send you relevant ads on other sites, like Facebook or Google.

5. How we transfer, store and protect your data

Your information collected through the Service will be stored and processed in the United States, Australia and any other country in which Canva or its subsidiaries, affiliates or service providers maintain facilities. Canva transfers information that we collect about you, including personal information, to affiliated entities, and to other third parties across borders and from your country or jurisdiction to other countries or jurisdictions around the world. As a result, we may transfer information, including personal information, to a country and jurisdiction that does not have the same data protection laws as your jurisdiction, and you consent to the transfer of information to the U.S. or any other country in which Canva or its parent, subsidiaries, affiliates or service providers maintain facilities and the use and disclosure of information about you as described in this Privacy Policy.

Summary: To run our service we'll have to use computers all over the world. This means your information might be transferred to the US, Australia, Europe and anywhere else the service is operated.

6. Cross-border transfers of information (for users in the EEA)

For Users in the EEA, where we transfer your information to a third party provider that is not located in the EEA, and is not subject to an adequacy decision by the EU Commission, we will require those third party providers to enter into an agreement that provides appropriate safeguards for your information, including by using the EU Model Clauses.

Summary: We transfer your information outside the EEA subject to appropriate safeguards.

7. Keeping your information safe

Canva cares about the security of your information, and uses appropriate safeguards to preserve the integrity and security of all information collected through the Service. To protect your privacy and security, we take reasonable steps (such as requesting a unique password) to verify your identity before granting you access to your account. You are responsible for maintaining the secrecy of your unique password and account information, and for controlling access to your email communications from Canva, at all times. However, Canva cannot ensure or warrant the security of any information you transmit to Canva or guarantee that information on the Service may not be accessed, disclosed, altered, or destroyed. Your privacy settings may also be affected by changes to the functionality of third party sites and services that you add to the Canva Service, such as social networks. Canva is not responsible for the functionality or security measures of any third party.

For more information about Canva security, please visit **Security at Canva**.

Summary: We care about the safety of your data and, have implemented industry recognized measures to protect it, but unfortunately we can't guarantee that nothing bad will ever happen to it. (A troop of rabid baboons springs to mind).

8. Compromise of information

In the event that any information under our control is compromised as a result of a breach of security, Canva will take reasonable steps to investigate the situation and where appropriate, notify those individuals whose information may have been compromised and take other steps, in accordance with any applicable laws and regulations.

Summary: If there is a breach of our security we will investigate it and let any affected users know.

9. Your choices about your information

(a) You control your account information and settings

You may update your account information by logging into your account and changing your profile settings. You can also stop receiving promotional email communications from us by clicking on the "unsubscribe link" provided in such communications. We make every effort to promptly process all unsubscribe requests.

You may not opt out of Service-related communications (e.g., account verification, purchase and billing confirmations and reminders, changes/updates to features of the Service, technical and security notices) although you can object to us providing these emails by emailing privacy@canva.com.

If you have any questions about reviewing or modifying your account information, you can contact us directly at privacy@canva.com.

Summary: You have control over your account settings, such as your account information and email notifications, but there's some important stuff we'll always send you. If you have any questions about reviewing or modifying your account information, you can contact us directly at privacy@canva.com.

(b) Opting out of collection of your information

Please refer to your mobile device or browser's technical information for instructions on how to delete and disable cookies, and other tracking/recording tools. Depending on your type of device, it may not be possible to delete or disable tracking mechanisms on your mobile device. Note that disabling cookies and/or other tracking tools prevents Canva or its business partners from tracking your browser's activities in relation to the Service, and for use in targeted advertising activities by Canva, including via third parties' websites. However, doing so may disable many of the features available through the Service. If you have any questions about opting out of the collection of cookies and other tracking/recording tools, please read our Cookies Policy or you can contact us directly at privacy@canva.com.

If you want us to stop collecting information about you, there may be some settings you can adjust in your browser or device. But Canva might be pretty boring without it.

(c) Rights in respect of your Information

The laws of some countries grant particular rights in respect of personal information. In certain circumstances, users in the EEA have the right to:

- Request a copy of your information;
- Request that we correct inaccuracies relating to your information;

• Request that your information be deleted or that we restrict access to it;

- Request a structured electronic version of your information; and
- Object to our use of your information.

Should you wish to make a request in respect of your personal information please contact us at privacy@canva.com. You can also request deletion of your account via your account settings page. You also have the right to object to our processing of personal data about you in order to send you marketing and we will stop processing data for that purpose.

In some circumstances Canva will not be able to comply with a request that you make in respect of your personal data. If we are unable to remove any of your information, we will let you know why. For example, we may not be able to provide a copy of your information where it infringes on the rights of another User. For our Community, we will remove your profile information where possible, but this may have been indexed by search engines or copied by other Users or included in the body of posts. We may also be required to retain certain information that you ask us to delete for various reasons, such as where there is a legal requirement to do so. In some cases, you may have shared your information with third parties, such as by publishing a design on a third party's website. In that case Canva will not be able to delete the information, and you will need to contact that third party directly.

If we are unable to resolve your request, or if you are concerned about a potential violation, you also have the option to report the issue or make a complaint to the data protection authority in your jurisdiction. Where you have provided your consent to certain processing and no longer want us to use your information for that purpose, you may withdraw your consent to this use, although this will not affect the lawfulness of processing based on consent before its withdrawal. Please see paragraph "You control your account information and settings" for more options on how to opt-out of marketing communications.

Summary: You may have specific rights in relation to your information depending on where you live. In particular, if you are located in the EEA, in certain circumstances you have a right to request a copy of your information, object to your use of information and a right to request that your information be deleted or that we restrict access to it.

10. How long we keep your information

Following termination or deactivation of your User account, Canva will retain your profile information and User Content for a commercially reasonable time, and for as long as we have a valid purpose to do so. In particular, Canva will retain your information for the purpose of complying with its legal and audit obligations, and for backup and archival purposes.

Summary: We retain your profile information and user content for the purpose of providing our Service to you and to comply with our legal and regulatory obligations.

11. Children's privacy and Canva for Education

Children under the age of 16 are not permitted to sign up themselves for Canva Services or the Community, but may use it as part of Canva for Education (set out below).

Canva does not knowingly collect or solicit personal information from children under the age of 13 and the Service, Community and its content are not directed at children under the age of 13. In the event that we learn that we have collected personal information from a child under age 13 without verification of parental consent, we will delete that information as quickly as possible. If you believe that we might have any information from or about a child under 13, please contact us at privacy@canva.com.

Canva for Education: Children under the age of 13 may use our <u>Canva for Education</u> service under the supervision of their teacher. We will only collect student data where such collection is authorised by participating educational institutions who have obtained parental consent. We will share student data with our third party service providers solely to the extent necessary for them to perform a business or technology support function for us. This may include data processing, account management or the provision of usage analytics.

The following third party service providers will process student data for the sole purpose of delivering the Canva for Education service. If a school deletes their Canva for Education account, or requests the deletion of personally identifiable information associated with a student's account, Canva will direct these services to delete any such information they hold:

Provider	Purpose
Atlas	Data storage
Amazon Web Services	Data storage
Appbot	User support
Concentrix	User support
Jira	User support
Loggly	Logging
Mailchimp	Service emails
Sentry	Error monitoring
Snowflake	Data storage
Usersnap	User support
Zendesk	User support

If a student account is inactive for more than 12 months, we will send an email to the email address associated with that account to confirm if the student wishes to continue using the service. If the student does not respond within 3 months of receipt of that email and there has been no activity on the account, we will delete their account.

Upon termination of a school's Canva for Education account, we will delete all student accounts associated with that school.

Educational institutions will have direct control of student data at all times. If a school wishes to inspect, review, amend or delete data we have collected from a student, they may submit an authorised request to privacy@canva.com or by any of the contact details provided in section 16 below. Such a request must come from the email address that owns the Canva for Education account. To protect children's privacy and security, we will take reasonable steps to help verify the school's identity before granting access to any personal information.

(US only): Canva for Education has been certified compliant with the Children's Online Privacy Protection Act (COPPA) and the Family Educational Rights and Privacy Act (FERPA) by <u>iKeepSafe</u>. Teachers and parents may contact us on +1 855 228 9195 (toll free) with inquiries concerning our Privacy Policy and use of children's information.

Summary: Like many other things in life, parents, guardians and schools have control over how children use Canva. We don't want children to upload personal information and we'll delete that information if we learn about it (unless we know it has been authorised by a parent, guardian or school).

12. Links to other websites and services

We are not responsible for the practices employed by websites or services linked to or from the Service, including the information or content contained therein. Please remember that when you use a link to go from the Service to another website, our Privacy Policy does not apply to third-party websites or services. Your browsing and interaction on any third-party website or service, including those that have a link or advertisement on our website, are subject to that third party's own rules and policies. In addition, you acknowledge that we are not responsible for and we do not exercise control over any third-parties that you authorize to access your User Content. If you are using a third-party website or service (like Facebook) and you allow such a third-party access to your User Content you do so at your own risk. This Privacy Policy does not apply to information we collect by other means (including offline) or from other sources other than through the Service.

Summary: The Internet. It's made of links. If we post a link to a third party website on Canva, we can't control what happens on the other end. The same goes if you let another site use your data on Canva; the use of your information will be governed by the Privacy Policy of the third party.

13. California users' Privacy Rights

Californian users of Canva have additional rights afforded to them under the California Consumer Privacy Act (CCPA).

Categories of personal information collected by Canva

For more details about the personal information Canva has collected in the past year, please see section 1 "Information we collect and its use". For details on how we use that information, and who we share it with, please see section 2 "How we use your information" and section 3 "Sharing your information".

Canva does not "sell" (as defined in the CCPA) the personal information of Canva users.

Making a request in relation to your personal information

The CCPA gives California consumers various rights with respect to the personal information we collect, including the right to (subject to certain limitations):

- Request to access the personal information Canva has about you; and
- Request that Canva delete all of your personal information.

California users may make a request by contacting us at <u>privacy@canva.com</u>. We will authenticate your request using the email address associated with your Canva account and if necessary, proof of residency.

Summary: The CCPA creates new consumer rights for Californian users as of 1 January 2020.

14. Changes to this Policy

We may update this policy from time to time to reflect our current practice and ensure compliance with applicable laws. When we post changes to this policy, we will revise the "Last Updated" date at the top of this policy. If we make any material changes to the way we collect, use, store and/or share your personal information, we will notify you with a notice on our website and/by sending an email to the email address associated with your Canva account. We recommend that you check this page from time to time to inform yourself of any changes.

Children under 13 using Canva for Education: If we make any material changes to the way we collect, use, store and/or share personal information about children under 13 using Canva for Education, we will seek updated parental consent for each through the school that owns the Canva for Education classroom.

Summary: We won't make any major changes to our Privacy Policy without giving you the heads up – but it's still a good idea to visit this page every now and then.

15. How to contact us

If you have any questions about this Privacy Policy or the Service, or wish to make a complaint please contact us at:

• Email: <u>privacy@canva.com</u>.

 Write: Data Protection Officer Canva Pty Ltd 110 Kippax St Surry Hills NSW Australia 2010

Summary: Your privacy is important to us and we are happy to answer any questions you may have.

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