Canva for Education Order Form

This Order Form sets forth the services ordered by the educational institution identified below ("Educational Institution") to be provided by Canva US, Inc. ("Canva") and is effective as of the date of Educational Institution's signature below ("Effective Date").

Contact Information

Educational Institution:	Roseville City School District	Primary Contact Name:	Laura Assem
Address:	1050 Main St. Roseville, CA 95678, Roseville, California 95678, United States	Primary Contact Title	Executive Director, Technology Services
		Primary Contact Email:	lassem@rcsdk8.org

Order

Service	Subscription Term	Users	Subscription Fees
Canva for Education	36 months commencing on the Effective Date		N/A

Terms & Conditions

This Order Form is governed by the terms of the Canva Subscription Service Agreement updated on September 22, 2024 and available at: https://www.canva.com/policies/enterprise-ssa/. All references to 'Customer' in the Subscription Service Agreement shall mean and refer to Educational Institution. The Canva for Education Addendum attached hereto is incorporated into this Order Form. If Canva has entered into an agreement governing Canva's processing of personal data on behalf of Educational Institution ("DPA") with Educational Institution or with an entity that operates or directly supports Educational Institution, such DPA is incorporated into this Order Form.

In the event of any conflict or inconsistency between the terms of this Order Form, the Subscription Service Agreement, the Canva for Education Addendum, and the DPA, the order of precedence shall be as follows:

1. The DPA;
2. This Order Form;
3. The Canva for Education Addendum; and
4. Canva Subscription Service Agreement.

By executing below, Educational Institution and Canva agree to be bound by all terms and conditions of the Subscription Service Agreement, this Order Form, the Canva for Education Addendum, and any applicable DPA (collectively, the "Agreement"). The Agreement may not be updated or amended without written agreement between the parties. Any capitalized terms that are not defined in this Order Form shall have the meaning set forth in the Subscription Service Agreement.

Roseville City School District		**Canva US, Inc.**	
Signature	Laura Assem	Signature	Jason Wilmot
Name	Laura Assem	Name	Jason Wilmot
Title	Executive Director, Technology Services	Title	Head of Sales
Date	17 November 2025	Date	17 November 2025

Canva for Education Addendum

This Canva for Education Addendum ("Addendum") is a part of Canva's Subscription Service Agreement and sets forth additional and/or amended terms for Canva for Education. These terms apply only to the extent you are a public or private K-12 school that is either institutionally accredited by an accrediting agency nationally recognized by the U.S. Secretary of Education or, in the case of public K-12 institutions, recognized or approved by the Department of Education of the State in which it is located ("Educational Institution") and using Canva for Education.

The following amendments are made to the Subscription Service Agreement and incorporated into the relevant Order Form executed by Canva US, Inc. and the Educational Institution identified therein:

1.1. The indemnification obligations in Section 12.2 apply only to the extent permitted by applicable law.
1.2. The Limitation of Liability clauses set forth in Section 13 shall be replaced with the following:

> IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOSSES, OR EXPENSES (INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOST BUSINESS, OR LOST PROFITS) EVEN IF IT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. IN NO EVENT SHALL CANVA'S AGGREGATE CUMULATIVE LIABILITY HEREUNDER (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY IN TORT OR BY STATUTE OR OTHERWISE) EXCEED $100.

1.3. The Governing Law and Jurisdiction provision in Section 15.2 is removed. The Subscription Service Agreement is governed by the laws of the state or province in which the Educational Institution is located.
1.4. The automatic renewal provision in Section 14.2 is removed. Section 14.2 is revised to state the following: The Subscription Term shall be specified in the relevant Order Form. An Educational Institution may terminate the Agreement at any time at its convenience by providing Canva with thirty (30) day notice.
1.5. To the extent applicable, Educational Institution will obtain any necessary parent or guardian consent for a student to use Canva for Education prior to inviting a student to the Canva classroom in accordance with applicable laws, including without limitation the Children's Online Privacy Protection Act ("COPPA").
1.6. Educational Institution will only use, and only permit its students to use, Canva for Education (and all content and media incorporated therein) for educational purposes.
1.7. The definition of User in Section 1.12 of the Agreement is revised to state that Users may include Educational Institution's students, staff, and faculty.

ROSEVILLE CITY SCHOOL DISTRICT
Est. 1869

Technology Services

1050 Main Street Roseville, CA 95678

Laura Assem, Executive Director of Technology

STUDENT DATA PRIVACY AGREEMENT

This agreement is entered into between the Roseville City School District ("LEA" or "District") and Canva US, Inc. ("Service Provider" or "Vendor") on 17 November 2025 ("Effective Date").

WHEREAS, the LEA and the Service Provider entered into an agreement for educational or digital services to the LEA;

WHEREAS, the LEA is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 ("AB 1584"), the California Education Code, the Children's Online Privacy and Protection Act ("COPPA"), and the Family Educational Rights and Privacy Act ("FERPA");

WHEREAS, AB 1584 requires, in part, that any agreement entered into, renewed, or amended after January 1, 2015, between a local education agency and a third-party service provider must include certain terms; and

WHEREAS, the provider and LEA agree that additional and modified sections are required to address the use of Artificial Intelligence ("AI") as part of the services or product provided;

NOW, THEREFORE, the Parties agree as follows:

Section I: General - All Data

1. **PASSWORD SECURITY.** All passwords are considered secure. Vendors may not disseminate any passwords unless specifically directed by Educational or Technology Services management. Vendors will not provide information concerning Admin accounts (ROOT Admin, container Admin, local NT administrator or Domain administrator) or their equivalent to any persons. District personnel ONLY will disseminate this information. Vendors will never create "back door" or "generic" user accounts on any systems unless specifically directed to do so by LEA management.

   Agree: Agree

2. **SYSTEM SECURITY.** Unauthorized access to or modification of District systems, including file servers, routers, switches, NDS, and Internet services, is prohibited. Any attempt to bypass or subvert any District security system, both hardware and software, is prohibited.

   Agree: Agree

3. **PRIVACY**. The vendor will adhere to all provisions of the Federal Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. 123g), California Education Code, and district policies regarding the protection and confidentiality of data. At all times, the vendor will consider all data collected in the course of their duties to be protected and confidential. Release of this data can only be authorized by Technology & Information Services management and state and federal law.

   Agree: Agree

Section I: General - All Data *(Continued)*

4. **REUSE**: Vendors shall not copy, duplicate, sell, repackage, or use for demonstration purposes any Roseville City School District data without the prior written consent of Educational or Technology Services management.

   Agree: Agree

5. **TRANSPORT**: The Vendor must provide a secure channel (S/FTP, HTTPS, SSH, VPN, etc) for the District to "push" data to the vendor and to extract data as required. Vendors will not have direct access to District systems and will not "pull" data at any time.

   Agree: Agree

6. **EXTERNAL SECURITY:** The Vendor must attach to this document reasonable evidence that their system is secure from external hacking and attacks. Devices such as firewalls and technologies such as NAT are the minimum requirements. Active IDS or similar technology is preferred.

   Agree: Agree

7. **INTERNAL SECURITY:** Vendors must attach to this document reasonable evidence that their system is secure from internal hacking and attacks. Describe the interactions vendor personnel (or their representatives) will have directly with District data. How is uploaded data from the District handled and processed? Who has access to this data? What happens to the data after the upload is complete? What security safeguards are in place to protect unauthorized access to District data? How are backups performed, and who has access to and custody of the backup media? How long are backups maintained? What happens to the District data once the backup is "expired"? If any data is printed, what happens to these hard-copy records?

   Agree: Agree

8. **DISTRICT ACCESS:** The Vendor must provide a secure means (see Item 5 above) for the District to extract ALL data from the vendor system. This can either be an online extraction tool or a vendor-provided extract as needed by the District (not to exceed quarterly). Describe the means and format of the data (delimited, Excel, MDB, SQL Dump).

   Agree: Agree

9. **TERMINATION:** Upon termination of this agreement as provided herein, the vendor will permanently delete all customer data from their system as allowed by state and federal law. The Vendor may be required to certify the destruction of LEA data within 90 days of contract termination.

   Agree: Not applicable (we do not provide certification for data destruction)

Section II: AB1584 Compliance - Student Information Only

1. The Vendor agrees that the Roseville City School District retains ownership and control of all student data.

   Agree: Agree

2. The Vendor must attach a description of how student-created content can be exported and/or transferred to a personal account to this document.

   Agree: Agree

3. The Vendor is prohibited from allowing third parties access to student information beyond those purposes defined in the contract.

   Agree: Agree

4. The Vendor must attach a description of how parents, legal guardians, and students can review and correct their personally identifiable information to this document.

   Agree: Agree

5. The Vendor will attach to this document evidence of how student data is kept secure and confidential.

   Agree: Agree

6. The Vendor will attach to this document a description of the procedures for notifying affected parents, legal guardians, or eligible students when student records are unauthorizedly disclosed.

   Agree: Agree

7. Vendor certifies that student records will not be retained or available to a third party once the contract has expired or is canceled (See Page 2, Item 9).

   Agree: Agree

8. The Vendor will attach to this document a description of how they and any third-party affiliates comply with FERPA.

   Agree: Agree

9. Vendor and its agents or third parties are prohibited from using personally identifiable information from student records to target advertising to students

   Agree: Agree

ROSEVILLE CITY SCHOOL DISTRICT
Est. 1869

Technology Services

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Phone (916) 771-1645 Fax (916) 771-1650

Laura Assem, Executive Director of

Section III: SB 1177 SOPIPA Compliance - Student Information Only

1. Vendors cannot target advertising on their website or any other website using information acquired from students.

   Agree: Agree

2. Vendors cannot create a profile for a student except for school purposes as defined in the executed contract.

   Agree: Agree

3. Vendors cannot sell student information.

   Agree: Agree

4. Vendors cannot disclose student information unless for legal, regulatory, judicial, safety or operational improvement reasons.

   Agree: Agree

5. Vendors must attach to this document evidence of how student information is protected through reasonable security procedures and practices.

   Agree: Agree

6. Vendors must delete district-controlled student information when requested by the District.

   Agree: Agree

7. Vendors must disclose student information when required by law, for legitimate research purposes, and for school purposes to educational agencies.

   Agree: Agree

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Section IV: Audit and Compliance Oversight

1. **Audit Rights.** The District reserves the right to audit the Vendor's privacy and security practices no more than once annually or at any time in response to a data incident, suspected noncompliance, or legal/regulatory inquiry. The Vendor shall provide reasonable access to systems, records, and personnel involved in the handling of District data.
2. **Confidentiality Agreement.** RCSD agrees to execute a reasonable non-disclosure agreement to protect Vendor trade secrets or proprietary information disclosed during the audit.

Section IV: Audit and Compliance Oversight (*Continued*)

3. **Framework Compliance.** Vendor agrees to implement and maintain security controls consistent with one or more of the following frameworks:
    a. NIST Cybersecurity Framework (NIST CSF)
    b. NIST SP 800-53 or 800-171
    c. ISO/IEC 27001
    d. CIS Critical Security Controls (Top 18)

    The Vendor shall indicate which framework is used and provide a summary upon request.

    Designated Security Framework(s): ISO/IEC 27001

4. Security Program Documentation. Upon request, the Vendor shall furnish RCSD with the following:
    a. A summary of its data security policies and incident response procedures.
    b. Results from the most recent third-party security assessment or audit, redacted as necessary.
    c. Any certifications (e.g., SOC 2, ISO 27001).
5. **Remediation Obligations**. If a security deficiency or compliance failure is identified, the Vendor shall deliver a written remediation plan to RCSD within thirty (30) days. The District may suspend access to its data until the deficiency is addressed to the District's satisfaction.
6. **Subprocessor Oversight**. The Vendor is responsible for ensuring that all subprocessors or affiliates with access to District data comply with the terms of this agreement and are subject to equivalent audit and compliance obligations.

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EXHIBITS

Section 1.6: External Security

Please refer to Canva's Statement of Technical and Organisational Measures, available at: https://www.canva.com/policies/technical-and-organisational-measures/

This document outlines Canva's internal and external security controls, data handling practices, access restrictions, encryption protocols, and incident response approach. These measures apply across all customer data environments, including education-specific implementations.

Providing this standard reference ensures consistency and up-to-date information across all education customers.

Section 1.7: Internal Security

Please refer to Canva's Statement of Technical and Organisational Measures, available at: https://www.canva.com/policies/technical-and-organisational-measures/

This document outlines Canva's internal and external security controls, data handling practices, access restrictions, encryption protocols, and incident response approach. These measures apply across all customer data environments, including education-specific implementations.

Providing this standard reference ensures consistency and up-to-date information across all education customers.

Section II.2: Exporting of Student-Created Content Canva allows students to export their own content from their accounts in formats such as PDF, PNG, MP4, or others depending on the design type. Export functionality is available within the platform through the Download feature

EXHIBITS

Section II.4: Review and Correct Personally Identifiable Information (PII)

If any corrections to personally identifiable information are required, these can be made through the identity provider or by contacting Canva Support. For more information, refer to Canva's Privacy Policy: https://www.canva.com/policies/privacy-policy/

Section II.5: Securing Student Data

Please refer to Canva's Statement of Technical and Organisational Measures, available at: https://www.canva.com/policies/technical-and-organisational-measures/

This document outlines Canva's internal and external security controls, data handling practices, access restrictions, encryption protocols, and incident response approach. These measures apply across all customer data environments, including education-specific implementations.

Providing this standard reference ensures consistency and up-to-date information across all education customers.

Section II.8: Family Educational Rights and Privacy Act (FERPA) Compliance

Please refer to Canva's Statement of Technical and Organisational Measures, available at: https://www.canva.com/policies/technical-and-organisational-measures/

This document outlines Canva's internal and external security controls, data handling practices, access restrictions, encryption protocols, and incident response approach. These measures apply across all customer data environments, including education-specific implementations.

Providing this standard reference ensures consistency and up-to-date information across all education customers.

Section III.5: How Student Data is Protected:

Please refer to Canva's Statement of Technical and Organisational Measures, available at: https://www.canva.com/policies/technical-and-organisational-measures/

This document outlines Canva's internal and external security controls, data handling practices, access restrictions, encryption protocols, and incident response approach. These measures apply across all customer data environments, including education-specific implementations.

Providing this standard reference ensures consistency and up-to-date information across all education customers.

ARTIFICIAL INTELLIGENCE (AI) ADDENDUM

1. AI Usage Limitations and Ownership

1.1. The Service Provider shall not use or reproduce Student Data for Artificial Intelligence (AI) training, model development, or content generation without the District's prior written consent. The Provider agrees to uphold the principles outlined in California Education Code §33328.5, ensuring that any AI systems used in connection with the Service align with values of equity, safety, transparency, and accountability in the interest of student welfare.

1.2. Sub-licensing Student Data for such purposes is strictly prohibited unless explicit written permission is obtained from the student's parent, legal guardian, or eligible student.

1.3. Ownership of all Student Data, including content generated with AI assistance, remains with the District or the student, as applicable.

2. Notification and Consent

2.1. If any feature of the Service is modified to include AI functionality, the Provider shall notify the District in writing prior to deployment.

2.2. The Provider must disclose the types of AI used, the purpose of such use, and how Student Data will be processed within these features.

2.3. No AI feature may be enabled until the District provides written consent and has reviewed any updated data-handling practices.

3. Algorithm Bias and Fairness

3.1. The Provider certifies that any AI technologies used in facilitating the Services are regularly audited for algorithmic bias and fairness.

3.2. Upon request by the District, the Provider shall furnish a summary of audit findings related to bias detection and mitigation strategies. These audits shall demonstrate the Provider's commitment to promoting equitable outcomes and addressing systemic bias, as emphasized in California Education Code §33328.5(d).

4. AI Hallucinations and Reliability

4.1. The Provider shall monitor the hallucination rate of any deployed generative AI models (e.g., large language models or chatbots) and employ industry-standard techniques to reduce the occurrence of inaccurate or misleading outputs.

4.2. The Provider shall maintain a mechanism for the District to report hallucinated or harmful responses and address such issues in a timely and accountable manner.

Provider Initial:
Date:

5. Prohibited Uses of AI

5.1. The Provider shall not:

- Use AI to generate synthetic or inferred Student Data.
- Develop behavioral profiles for marketing or advertising.
- Engage in predictive analytics that may result in automated decision-making affecting students without human oversight.
- Deploy AI systems that are not designed to minimize harmful outcomes to minors, including but not limited to biased academic profiling or discriminatory content outputs.

These prohibitions align with California Education Code §33328.5(c), which calls for educational AI technologies to be designed to minimize harm and safeguard the well-being of students.

6. Student Content and AI-Generated Work

6.1. If students create content using AI tools embedded in the Service (e.g., essays, responses, or projects), the Provider shall:

- Ensure students can download or export that content.
- Retain no ownership or claim over AI-assisted student work.
- Maintain logs of AI interactions in accordance with FERPA.
- Support digital literacy and public awareness regarding the use of AI, in accordance with §33328.5(b), by enabling users to understand when they are interacting with an AI system.

7. Transparency and Disclosure Requirements (SB 942)

The Provider shall maintain and make publicly available a free tool that enables users to verify whether content was generated by AI. This tool shall:

- Provide provenance data (excluding personal data).
- Support multiple content formats.
- Accept user feedback to support continuous improvement.

All AI-generated content must include permanent latent disclosures that identify:

- The Provider's name.
- Identification of the AI system used.
- The creation date and time.
- A unique identifier for the generated content.

7.2. The Provider shall also offer users the option to include visible disclosures indicating that the content was generated by AI. These disclosures must be conspicuous and designed to resist removal..

7.3. If the Provider licenses its AI technology to third parties, such license agreements shall require those third parties to uphold the same transparency and disclosure standards outlined herein.

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8. Definitions

8.1. **Artificial Intelligence (AI)**: Systems that analyze data and take actions, with some degree of autonomy, to achieve specific goals.

8.2. **Hallucination:** A response generated by an AI system that is incorrect, nonsensical, or misleading while appearing factually accurate.

8.3. **Algorithmic Bias:** Systematic and unfair discrimination in outcomes generated by an algorithm based on characteristics such as race, gender, or disability.

9. Compliance with State Advisory Guidelines

9.1. The Provider shall monitor and cooperate with any guidance or recommendations issued by the California Department of Education's Artificial Intelligence in Education Advisory Council, as established under Education Code §33328.5(a). This cooperation may include participation in feedback initiatives, alignment with recommended practices, or revisions to data governance protocols in response to evolving regulatory requirements.

RCSD ROSEVILLE CITY SCHOOL DISTRICT
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DATA INCIDENT NOTIFICATION ADDENDUM

This Exhibit outlines the Vendor's obligations in the event of a Data Incident involving Customer Data. These obligations are in addition to and do not limit any rights or remedies available to the Customer under the Agreement or applicable law.

1. Data Incident Notification

1.1. In the event Roseville City School District ("RCSD" or "District" or "Customer") Data is accessed, acquired, or reasonably believed to have been accessed or acquired by an unauthorized individual or third party ("Data Incident"), the Vendor shall notify the Customer in writing without undue delay, and in no case later than seventy-two (72) hours after confirming the occurrence of the Data Incident.

1.2. The Vendor shall comply with all reasonable instructions from the District in relation to the Data Incident and, in consultation with the District, take all appropriate and reasonable steps to investigate and mitigate any known or anticipated harmful effects resulting from such unauthorized access, use, or disclosure of Customer Data.

1.3. If the Data Incident involves Personally Identifiable Data (PII), including but not limited to Social Security numbers, government-issued identification numbers, financial account details, health records, or medical information protected under applicable privacy laws (e.g., HIPAA, FERPA, CCPA, SOPIPA, GDPR, CRPA, etc), the Vendor shall apply heightened protections in accordance with applicable state and federal law, including but not limited to breach notification, identity theft prevention, and mitigation requirements.

2. Notification to Affected Individuals and Authorities

The obligations in this Section apply in all cases where the Data Incident is caused, in whole or in part, by the actions or omissions of the Vendor, its subcontractors, or affiliates.

2.1 Following confirmation of a Data Incident, the vendor shall provide written notification to affected individuals whose data was compromised. This notification shall:

2.1.1. Be written in plain language;

2.1.2 Be delivered in compliance with applicable federal, state, or provincial laws;

2.1.3 Be issued without unreasonable delay following the District's approval and any required consultation with law enforcement

2.2 The notification to affected individuals shall include, at minimum:

2.2.1 A general description of the incident and the Vendor's response efforts.

2.2.2. The contact information of the Vendor's designated incident response representative.

2.2.3. The type(s) of Customer Data or PII involved (e.g., name, address, date of birth, Social Security number, student records, health/medical information, etc.);

2.2.4 The known or estimated date(s) of the Data Incident and the date of notification.

2.2.5. Whether law enforcement was involved and whether any delay in notification was due to a law enforcement investigation.

2.2.6 Steps the individual can take to protect themselves.

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2.3 The Vendor agrees to adhere to all applicable federal, state, and provincial laws concerning the protection of Customer Data, including but not limited to the Family Educational Rights and Privacy Act (FERPA), the Children's Online Privacy Protection Act (COPPA), and the Health Insurance Portability and Accountability Act (HIPAA), where applicable

In the event of a Data Incident involving Personally Identifiable Information (PII) of a minor, the Vendor acknowledges that PII includes both direct and indirect identifiers that could reasonably identify an individual student. Under FERPA, PII includes, but is not limited to:

- Student's full name
- Student identification number or state/local student identifier
- Date and/or place of birth
- Grade level or classroom assignment
- School name or teacher name
- Mailing address or contact information
- Parent/guardian names and contact information
- Any combination of the above elements that would reasonably allow identification of the student with reasonable certainty

2.4 If such PII is involved in a Data Incident, the Vendor shall:

2.4.1 The Vendor shall fully fund and coordinate identity monitoring and/or credit monitoring services for a minimum of twelve (12) months, including, at a minimum, dark web monitoring, identity theft insurance, and access to fraud resolution agents, without cost to the affected individual or the District.

2.4.2 As described in Section 2.2, notify all affected individuals (or their legal guardians, as applicable).

2.4.3 If five hundred (500) or more individuals are affected, the Vendor shall notify the appropriate State Attorney General or supervisory authority in accordance with relevant state data breach laws and ensure that the notification complies with all timing, format, and content requirements set forth under the relevant state's breach notification statute. A copy of the regulatory notification shall be provided to the Customer.

2.4.4. Maintain a record of the Data Incident, including the nature of the breach, categories of data affected, notification steps taken, and services provided. Upon request, the customer will have access to these records.

2.4.5. The Vendor shall ensure that all breach response and notification processes are consistent with applicable FERPA guidance and any other relevant federal, state, or provincial privacy regulations. No PII shall be re-disclosed or shared with any third party—including subcontractors or affiliated entities—without prior written consent from the District or as explicitly required by law. The Vendor shall document and maintain detailed records of all data disclosures made in relation to the incident and shall make such records available to the District upon request.

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3. **Legal Compliance and Risk Management**

The Vendor agrees to comply with all applicable local, state, provincial, and federal data privacy and security laws, including but not limited to:

- Family Educational Rights and Privacy Act (FERPA)
- Children's Online Privacy Protection Act (COPPA)
- Health Insurance Portability and Accountability Act (HIPAA)
- State-specific data breach notification statutes

3.1. The Vendor shall maintain a written incident response and breach notification policy that complies with industry standards and applicable law. The Vendor shall, upon request, make a summary of its policy available to the District.

3.1.1. The Vendor shall ensure that any subcontractor, service provider, or third party with access to Customer Data is contractually bound by equivalent or stronger data protection, confidentiality, and incident response obligations as outlined in this Agreement. The Vendor shall remain fully responsible for any acts or omissions of such third parties in connection with the handling of Customer Data.

3.2. At the District's request, and where such assistance is not unduly burdensome, the Vendor shall provide reasonable cooperation and support for any investigation, regulatory inquiry, or litigation arising out of or relating to the Data Incident, including support in notifying affected individuals and interfacing with regulatory authorities.

3.3. The Vendor shall not disclose the existence or details of a Data Incident to any third party, including media, regulators, or other customers, without the District's prior written approval, except as strictly required by law.

3.4. In no event shall the District be held financially liable for any costs, damages, regulatory penalties, or legal expenses arising from a breach of Customer Data caused, in whole or in part, by the Vendor, its subcontractors, or affiliates. The Vendor shall be solely responsible for all costs associated with investigation, response, notification, remediation, credit or identity monitoring, and any regulatory or legal actions stemming from such a breach.

The Vendor shall fully indemnify, defend, and hold harmless the District from and against any and all claims, damages, liabilities, penalties, costs, and expenses (including reasonable attorneys' fees) arising from or related to a Data Incident caused, in whole or in part, by the Vendor, its subcontractors, or agents. This includes, but is not limited to, costs associated with breach notification, regulatory inquiries, litigation, and third-party claims.

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This Agreement constitutes the entire understanding among the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral. No amendment or modification of this Agreement shall be valid unless in writing and signed by authorized representatives of both Parties.

As an authorized representative of my organization, I accept the conditions listed in this document.

Service Provider		**Roseville City School District**	
Jason Wilmot		Laura Assem	
Authorized Representative Signature		*Authorized Representative Signature*	
Date:	17 November 2025	**Date:**	17 November 2025
Name:	Jason Wilmot	**Name:**	Laura Assem
Title:	Head of Sales	**Title:**	Executive Director, Technology Services
Email:	jwilmot@canva.com	**Email:**	lassem@rcsdk8.org

ADDENDUM TO STUDENT DATA PRIVACY AGREEMENT

This Addendum ("**Addendum**") is entered into between Roseville City School District ("**RSCD**" or "**District**") and Canva US, Inc. ("**Canva**" or "**Service Provider**") to supplement and modify the Student Data Privacy Agreement between the parties dated 17 November 2025 ("**Agreement**").

1. **INDEMNIFICATION**

1.1. Canva shall indemnify RSCD from regulatory fees, penalties, or government-imposed obligations imposed onto Customer that arise directly as a result of a breach of Canva's privacy or security obligations hereunder with respect to customer material (including breach notification and credit monitoring costs imposed onto RSCD).

2. **SUBCONTRACTORS AND THIRD PARTIES**

2.1. Subcontractors and other third parties engaged by Canva are covered under Canva's responsibilities to the extent they support the delivery of Canva's services, and Canva remains accountable for service-related obligations performed by its vendors.

2.2. The coverage described in clause 2.1 does not include third-party services that customers independently choose to integrate with Canva (e.g., apps from canva.com/apps). Customers' use of third-party services is at their own discretion and subject to the terms of those third parties.

2.3. Canva disclaims responsibility for any third-party services not under Canva's operational control.

3. **PRIVACY AND SECURITY OBLIGATIONS**

3.1. The reference to Canva's "privacy or security obligations" in this Agreement and this Addendum includes compliance with all applicable privacy laws and any other relevant regulatory frameworks.

4. **GENERAL PROVISIONS**

4.1. This Addendum supplements and forms part of the Agreement. In the event of any conflict between the terms of this Addendum and the Agreement, the terms of this Addendum shall prevail.

4.2. All other terms and conditions of the Agreement remain in full force and effect.

4.3. This Addendum may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same instrument.

Electronic Record of Contracts

This document was generated as a record of certain contracts created, accepted and stored electronically.

Summary of Contracts

This document contains the following contracts.

Title	ID
Order Form (Roseville City School District and Canva)	499fca6d-f0b5-4878-a6b0-ba4332762b6c

Contract signed by:

Laura Assem

Signer ID: 814e772d-bb3f-4ba3-bd85-a15c52010e36
Email: lassem@rcsdk8.org

Date / Time: Nov 17, 2025 at 4:11 PM UTC
IP Address: 66.60.183.14
User Agent: Mozilla/5.0 (Macintosh; Intel Mac OS X 10_15_7) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/142.0.0.0 Safari/537.36

Jason Wilmot

Signer ID: b5b16d38-2ac4-4abc-a877-3eff8e12ca74
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Date / Time: Nov 17, 2025 at 4:13 PM UTC
IP Address: 174.193.196.196
User Agent: Mozilla/5.0 (Linux; Android 10; K) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/142.0.0.0 Mobile Safari/537.36 EdgA/142.0.0.0

Statement of Technical and Organisational Measures

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

This describes the minimum security standards that Canva applies to Customer Personal Data received under the Canva Services under the Agreement.

Measures of pseudonymisation and encryption of personal data

Canva encrypts Customer Personal Data transmitted between customers and the Canva application over public networks using TLS 1.2 or higher. Customer Data stored on Canva's servers is encrypted using AES 256 or stronger.

Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services

Canva has personnel responsible for oversight of security and privacy. It has appointed Heads of Security, Privacy and Data, together with an Information Security Committee that meets quarterly to discuss privacy and security risks managed in its risk registers.

Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident

In order to support availability of the service, Canva utilises Amazon Web Services (AWS) auto scaling, AWS availability zones, extensive application and infrastructure monitoring, and 24x7 application support rosters.

Canva maintains backups of the data stores, including Customer Personal Data, that support the core functionalities of the Canva application. Backups are stored in a location geographically-separated from the primary data storage location.

Canva maintains a security incident response capability that includes a documented Personal Data Incident Response Plan for security incidents involving Customer Personal Data. This defines how we contain, respond, assess, communicate incidents, as well as roles and responsibilities of Canva personnel and a requirement for post-incident reviews.

Processes for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures in order to ensure the security of the processing

Canva engages a specialist third-party security tester to perform an annual penetration test of its application and infrastructure. Canva also employs a third-party application vulnerability scanning service and runs a public bug bounty program.

Measures for user identification and authorisation

Where a Customer's account contains a password for authentication, Canva stores the password salted and hashed using an industry-standard password hashing function. Canva supports Single Sign On (SSO) integration with a customer identity provider using Security Assertion Markup Language (SAML).

Measures for the protection of data during transmission

As per item 1, Canva encrypts Customer Personal Data transmitted over public networks between customers and the Canva application using TLS 1.2 or higher.

Measures for the protection of data during storage

As per item 1, Customer Personal Data stored on Canva's servers is encrypted using AES 256 or stronger.

Measures for ensuring physical security of locations at which personal data are processed

The service is hosted and Customer Personal Data is stored within data centres provided by Amazon Web Services (AWS). As such, Canva relies on the physical, environmental and infrastructure controls of AWS. Canva periodically reviews certifications and third-party attestations provided by AWS relating to the effectiveness of its data centre controls.

Measures for ensuring events logging

Canva maintains application and infrastructure security audit logs. Audit logs are analysed to detect anomalous activity.

Measures for ensuring system configuration, including default configuration

Canva hardens its server infrastructure using a hardening standard based on a common industry standard. Canva applies security patches to its servers in accordance with its Vulnerability Management Procedure.

Measures for internal IT and IT security governance and management

Canva staff access to Customer Personal Data is role-based and follows the principle of least privilege. Staff are only provided with sufficient access to Customer Personal Data to be able to discharge their responsibilities effectively. Remote network access to Canva systems requires encrypted communication via secured protocols and use of multi-factor authentication. Canva has established and will maintain

procedures for password management for its personnel, designed to ensure passwords are personal to each individual, and inaccessible to unauthorized persons, including at minimum:

- cryptographically protecting passwords when stored in computer systems or in transit over the network;
- altering default passwords from vendors; and
- education on good password practices.

Staff access to production infrastructure requires multi-factor authentication (MFA).

Canva staff are subject to confidentiality obligations and a Personal Data Handling Policy. Canva requires its staff to undergo information security awareness training, both at the commencement of their employment and then annually thereafter. Canva also requires its staff to undergo privacy law training annually (including to comply with COPPA and FERPA in respect of student data).

Canva has implemented privacy by design, including but not limited to, privacy impact assessments.

Measures for certification/assurance of processes and products

Canva will maintain an ISO 27001 certification, undergoing periodic external surveillance and recertification audits to ensure that its Information Security Management System (ISMS) meets the requirements of this standard.

Canva will maintain an information security policy that meets the requirements of the ISO 27001 standard, an internal audit program that assesses Canva's ISMS and information security controls, and a management committee that is responsible for oversight of Canva's Information Security Management System (ISMS).

Measures for ensuring data minimisation

Canva allows visitors to use certain functionalities of its platform anonymously and minimises the Customer Personal Data it requires from Customers to only what is necessary to provide the service requested.

Measures for ensuring data quality

Canva ensures the quality of its data through verification of emails that sign up to the canva.com platform. Canva also allows users to update the information in their accounts themselves or via requests to its customer support function, the Customer Happiness Team.

Measures for ensuring limited data retention

Canva maintains a Data Retention Policy setting out the retention periods for various types of data based on legal requirements, justified interests of Canva and the purposes of collection.

Measures for allowing data portability and ensuring erasure

Canva has an automated process for deleting Customer Personal Data on request and enables the download of Customer Personal Data to provide to alternative service providers.

Privacy Policy

This Privacy Policy was last updated on October 30, 2025. See previous versions of the Privacy Policy in our Policy Archives.

The highlighted text is aimed to give a plain English summary of our Privacy Policy. Please ensure you read the main text, as the plain English summary is just a summary and doesn't capture all of the terms.

What does this policy cover

Welcome to Canva.. Our Privacy Policy explains how the Canva Contracting Entity (as defined in the Terms of Use) ("Canva", "we" or "us") and its affiliates collect, use, disclose, and protect information when you use Canva's services (the "Service") or interact with us, 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 Terms of Use. 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 Service. This policy applies to all users of the Service, including, but not limited to users of our Developer Portal.

Summary: Welcome, here is our policy on privacy. This policy sets out how Canva and affiliates like Affinity collect and use the information that we collect about you when you use the Service. This policy also explains the choices that you can make about the way that we use your information.

1. Information we collect

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 interact with us (such as a username, your first and last names, birthdate, phone number, profession, physical and e-mail address).

We also collect any messages you send us through the Service (such as user feedback, search queries and prompts), 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). We use this information to operate, maintain, improve 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 your experience of using our Service may not be as enjoyable.

Summary: We collect info about you that you choose to give us, for example when you register an account, use the Service or otherwise interact with us.

(b) Information we receive from third-party applications or services

We may receive information about you from third parties or Canva affiliates. For example, if you access the Service through a third-party connection or log-in, such as 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 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. And if you choose to integrate with a third party application to incorporate elements into your designs, enhance media, supercharge your workflow or share to social media, we could receive data from such apps (as well as disclose data to such apps). If you communicate with us via social media, including Instagram, Facebook or TikTok and choose to share your user generated content with us, we may receive information such as videos you've created, your photo, your account name and your comments about Canva.

Summary: When you use our Service, for example, if you log in through a third-party application, we may obtain information about you from such third-party application.

(c) Information we receive from other third parties

We may obtain information about you from third-party sources, such as public sources, social media platforms (like Facebook, Instagram, LinkedIn, Twitter and other platforms) and third-party data providers and information services. Examples of the information we may obtain from such third parties include your company, company size, job title and seniority, industry and other profile information. We may share your email address or other information in order to obtain and combine this information with information that you provide to us or other information that we collect when you use our Service. We do this to better understand your profile and interests so that we can deliver customized offers and other personalized services to you, such as to serve relevant offers to you via email, chatbots, phone or personalized advertising. You can opt out of Canva collecting more data about you from third-party providers to tailor your experience and messages we send you here.

Some of these providers may combine data collected from our Service through cookies, pixels, tags and similar technologies, with email or mailing addresses to which they have access to help us serve relevant offers to you.

If you are not a Canva subscriber, we may obtain your contact details from a social media platform, such as LinkedIn, or a third party data provider, so that we can promote our product offerings and subscriptions to you if we think they would be helpful in your role.

We also may have obtained your details from another Canva user, for example when they have shared a design with you, or when you have interacted with their design.

We may also receive information about you and your engagement with our advertisements from our ad servers, ad networks and social media platforms. This may include the websites you visited before coming to Canva so that we can determine advertising effectiveness and pay our referral partners.

If you prefer not to have your information used for this purpose, you can opt out at any time by emailing us at privacy@canva.com.

Canva Education: Please note that references to utilizing third-party information for offers and advertising in this Section 1(c) do not apply to students using Canva Education. We do not serve advertising to students using Canva Education.

Summary: We may obtain information about you from third-party sources so that we can understand your interests and personalize our communications and promotions to you. You can opt out at any time.

(d) Information we collect from you automatically

We will directly collect or generate certain information about your use of the Service (such as user activity data, analytics event data, and clickstream data) for data analytics and machine learning, and to help us measure traffic and usage trends for the Service. We may also use third party analytics tools that automatically collect information sent by your browser or mobile device, including the pages you visit and other information , that assists us in improving the Service. For more information, please see the paragraphs below on cookies information, log file information, clear gifs, device identifiers, and location data.

Summary: We collect and generate certain info about how you use our Service automatically. This helps us to provide and improve the Service for you.

(e) Cookies information and information taken from similar technologies

When you visit the Service, we (and our third-party partners) will create online identifiers and collect information using cookies and similar technologies (“Cookies”) — small text files that uniquely identify your browser and lets Canva do things like help you log in faster, enhance your navigation through the site, remember your preferences and generally improve the user experience. Cookies 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. They also allow us to measure traffic and usage trends for the Service, deliver personalized advertisements that may be of interest to you and measure their effectiveness, and find potential new users of the Service.

You can control or reset your cookies and similar technologies through your web browser, which will allow you to customize 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.

Canva Education: Please note that references to utilizing cookies for advertising in this Section 1(e) do not apply to students using "Canva Education" - we do not serve advertising to students using Canva Education.

Summary: We use cookies to help you use Canva and for other business purposes. For more information about how we use cookies and how you can control them, please see our Cookies Policy

(f) 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, 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.

(g) 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 use small images in order to check how many people open our emails and visit our site.

(h) Device identifiers

When you access the Service on a device (including smart-phones or tablets), we may access, collect and/or monitor one or more "device identifiers," such as a universally unique identifier ("UUID"). Device identifiers are small data files that uniquely identify your mobile device. A device identifier may convey information to us about how you use the Service. A device identifier may remain persistently on your device, to help you log in and navigate the Service better. Some features of the Service may not function properly if use of device identifiers is impaired. Device Identifiers used by Canva include the Android Advertising ID and iOS Advertising Identifier.

Summary: Your phone or device sends us information about your usage.

(i) Location data

Canva collects information in order to understand where its users are located for a number of reasons. It helps Canva to localize and personalize content, comply with local laws, undertake aggregated analytics, understand if its users use Canva for domestic, business or educational use, improve advertising efficiency and estimate the tax liability of Canva.

Canva may collect your precise or approximate location:

- from you, when you provide, correct or confirm your location (e.g., when you purchase products from us);

- by inferring your location from your IP address; and

- from our partners or your payment provider.

Canva Education: Please note that references to advertising in this Section 1(i) do not apply to students using Canva Education - we do not serve advertising to students using Canva Education.

Summary: Canva may collect and use your location data for personalization, analytics, advertising and tax purposes.

(j) Content within your account

We receive content that you create within Canva and media you upload, such as designs, images, documents, videos, and metadata about your content.

Summary: Canva collects the content you upload to your account.

2. How we use your information

We use the information we collect about you for the purposes set out in this policy:

Providing you with the Service: We use information about you 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.

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 Service improvement (including analytics and machine learning): We may analyze your activity, content, media uploads and related data in your account to provide and customize the Service, and to train our algorithms, models and AI products and services using machine learning to develop, improve and provide our Service. You can manage the use of your data for training AI to improve our Service in the privacy settings page under your privacy settings.

These activities include, but are not limited to:

labeling and detecting components in images (e.g., background, eyes) in order to provide and enhance photo editing tools such as background removal, blemish and red eye correction and erasure of components;

labeling raw individual data (e.g., "man with dog");

translating audio soundtracks;

predicting the most relevant subscription or product offerings for a user to tailor communications and advertising; and

search terms and corresponding search interaction data to deliver the most relevant design result.

Customizing the Service for you: We use and combine the information you provide us and information about you that we collect automatically and receive from other sources (including information we receive on and off our Service) and combine it with information about the behavior of other users to make sure that your use of the Service is customized to your needs. For example, to recommend templates, ingredients and fonts that are likely to be useful to you in a design, we may use information derived from your prior behavior on our Service, the use of these elements by other people working on similar designs and other inferred information.

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 taking part in our surveys or 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 these communications as described below.

For advertising purposes: We use information about you, including cookies information and other information we (and our third-party partners) collect from you automatically about your use of the Service, to serve, personalize and measure the effectiveness of advertising on the Service and third-party sites and platforms. This includes showing you advertising we think you might find interesting as well as displaying advertising to potential new users that have similar interests. Please note that we do not serve advertising to students using Canva Education. For more details about how we use your information for advertising purposes, please see Section 4 "Advertising".

Customer happiness: We use information about you, information that we collect or and from within your account, 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 safety, security, fraud and abuse measures: We may use information about you, your activity, content, media uploads and related data in your account to prevent, detect, investigate and address safety, security, fraud and abuse risks, and to develop our algorithms and models to identify violations of this Privacy Policy, our Terms of Use or our Acceptable Use Policy (e.g., detecting content such as pornographic or copyright protected material).

For matters that you have specifically consented 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 troubleshooting, error resolution and service improvement: We may need to review your designs to support your request for help, correct general errors with the Canva Service or improve our services.

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 our Acceptable Use Policy 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.

Canva Education: Please note that references to advertising in this Section 2 do not apply to students using Canva Education - we do not serve advertising to students using Canva Education. We will not use User Content of Canva Education for AI training.

ⓘ *Summary: Canva uses information about you for different reasons, including to provide, customize and improve the Service.*

3. Sharing your information

(a) How we share your information

We share your information with Canva affiliates and third-party service providers for the purpose of providing the Service to you, to facilitate Canva's legitimate interests or if you consent. These parties are vetted by us, and will only be provided with access to your information as is reasonably necessary for the purpose that Canva has engaged that party. We require that such parties comply with applicable laws, and have security, privacy and data retention policies consistent with our policies to the extent necessary for them to perform a business or technology support function for us.

Some of the parties with whom Canva may share your personal information assist Canva with functions such as:

Billing;

Customer support and customer management;

Email services;

Hosting and storage;

Data analytics and predictive analytics;

Data labelling and machine learning;

Security and Service delivery;

Advertising and marketing services;

Domain name registration;

Delivery of physical products; and

Other service providers.

Summary: We might share some information about you with our affiliates, business partners and third-party service providers in order to provide the Service to you or to fulfill Canva's legitimate business interests.

(b) How you can share your User Content

(i) Public Posts

Any information or content that you voluntarily disclose for posting to the Service, such as public User Content, becomes available to be read, collected and used by the public. When you set your profile to public, 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.

You may share your Canva designs to your social media accounts, including LinkedIn, Facebook, Twitter, Pinterest and Tumblr. You should ensure that you familiarize 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.

(ii) Teams

If you are part of a Team, then any information or content that you create in, or share to, that Team or activity you take within the Team may be shared with other Team members and the Team Owner. If requested by the Team Owner, Canva may re-assign ownership of any User Content you post in the Team to the Team Owner or to another Team member. The Team Owner or any Team Administrator in your Team may also move, delete or edit any folders or items you share with them, or the Team.You should ensure that any personal information, confidential information, or User Content that you'd like to keep private is retained in a separate personal account.

(iii) Design Collaboration

If you accept an invite to view, edit, collaborate on or interact with a Canva design then, subject to your privacy settings, we may share certain information about your interaction with that design with the design owner and other users who have access to that design, including the following:

- your name and avatar will be visible to anyone else in the design at the same time as you, whether or not they are logged in to Canva or anonymous and your email will also be visible to anyone logged in to Canva who is part of your Team;
- your name, avatar and interactions (e.g. comments, reactions, responses or answers to interactive functionality) will be visible to any other person that also has edit access to that design, and (depending on the settings chosen by the design owner) may also be visible to anyone else viewing the design; and
- your name, avatar, email and usage metrics, including time of access and related insights about how you interact with the design, will become available to any other person that has edit access to that design, including the designer owner, whether or not they are within your Team.

While your name and avatar will remain visible to anyone that has access to a design, you can make your email and usage metrics anonymous by turning the 'Share my design usage with collaborators' toggle off in your privacy settings.

As the owner or editor of an individual design, you can choose to give other people access to your designs using the following link sharing settings:

1. **“Only people added can access”**: Only people who have been added to those designs via their email or Canva account will have access to your design. Anyone who hasn’t been added to a design will need to request access from you. This is the most private sharing option, and Canva uses this as the default setting for all designs .

2. **“Anyone with the link”**: Anyone on the internet who has the link can access your design (and view or edit if you select this). We do not recommend this option for information you wish to keep confidential. Please note that this setting will, by default (except for Canva Education subscriptions) also allow non-Canva users to anonymously access your design (and view the full names, avatars, cursors and comments of logged in users).

3. “**Only your team***”: Only people on your team that have the link can access, view or edit (as you select) your design. This means if you share the link on an email or Slack communication with numerous people in your Team, any of them can access the design without further permission. *Subject to being made available for your team.

Canva collects your links and they may be shared with service providers where required to provide the Services. Once you share a link, it may be on-shared by your recipients.

Summary: Our designs are private by default. When sharing and interacting with designs, make sure the privacy settings are appropriate. For designs with personal or confidential information, we don’t recommend "anyone with the link" setting.

(c) Sharing in connection with a merger, acquisition or reorganization

Canva may also share, sell or transfer your information to third parties in connection with or contemplation of (including as part of the due diligence process) any merger, acquisition, reorganization, financing, sale of assets, bankruptcy or insolvency event involving Canva or any portion of our assets, services or businesses. Information such as customer names and email addresses, User Content and other user information related to the Service may be among the items shared, sold or otherwise transferred in these types of transactions. You will be notified via email and/or a 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.

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

(d) Your employer or other organization associated with your email address

If you sign up for the Service using an email address associated with your employer or another organization ("Admin Entity"), this Canva account will be an "Administered Account" and Canva may:

- share your name, email address, and account activity information with the Admin Entity; and
- give control of the Administered Account to the Admin Entity.

If your Administered Account is controlled by an Admin Entity, the Admin Entity's admin may access, transfer and control your Administered Account and all content and designs associated with it, as well as:

- make changes to the Administered Account and billing settings and privacy preferences;
- make changes to the folder permissions; and
- delete the Administered Account.

Where an Admin Entity has requested control of an existing Administered Account, Canva will provide you with advance notice so that you can transfer your content and designs to a personal Canva account (subject to you providing us with a valid email address) before your Admin Entity receives control over the Administered Account.

ⓘ *Summary: Where you use a work or managed email to set up an account, we might share information about the account with your employer or organization associated with the email address they manage and we might transfer control of the account to them.*

(e) Sharing with other third parties

Canva will also share your information with third parties in certain circumstances, such as where you consent to our sharing it with a third party for a particular purpose.

You or your account administrator may also choose to work with third-party products integrated into Canva or third-party applications (listed here) from within Canva so that you can incorporate elements into your designs (e.g., YouTube, an application that uses the YouTube API Services and users agree to be bound by the YouTube Terms of Service and Google Privacy Policy, and Google Drive), enhance your media (e.g., with duotone and shadows) or supercharge your workflow (e.g., with LinkedIn or Slack). For example, you may install a third-party document sharing app in order to store, share and edit content through our Service. Using third party-products or integrating with third party applications could involve importing data from that third party to Canva and/or exporting data from Canva to that third party. If this requires connecting your Canva account to your account on the third party application, you will be asked for permission. For the

YouTube application, you can revoke Canva's YouTube application's access to your data via the Google security settings page at https://security.google.com/settings/security/permissions.

These third-party products and 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 use the product or install the app.

Summary: We may share your data where you use third-party products or have integrated your use of Canva with third-party applications that are not controlled by us.

(f) Sharing aggregate data

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

Summary: We may share anonymized data with third parties.

(g) Sharing with authorities

We access, preserve and share your information with regulators, law enforcement, police, intelligence sharing and take down services and others in accordance with our Authority Request Policy or where we have a good-faith belief that it is necessary to detect, prevent or address fraud, breaches of our Terms of Use or Acceptable Use Policy, harmful or illegal activity, to protect Canva (our rights, property or intellectual property), you or others, including as part of investigations or regulatory enquiries or to prevent death or imminent bodily harm.

Summary: We may share data with authorities in accordance with our Authority Request Policy or where we feel it is necessary.

4. Advertising

We partner with third party ad servers, ad networks and social media platforms (like Facebook, Google, LiveRamp, Outbrain, Taboola and Appsflyer) to deliver personalized advertisements ("ads") on our Service and other sites that may be of interest to you and/or to measure their effectiveness, and/or to identify potential new users of our Service.

Canva may share certain information with our third party advertising partners, such as your email address, location, cookie information and information relating to your use of our Service, and allow partners to perform a match of your information against information from other third party networks or sites to serve ads either on the Service or on third party sites (including, but not limited to Facebook, Google and Samsung televisions) and to measure the effectiveness of these ads. We also share certain information with social media platforms, such as Facebook and Tiktok, to display advertising to potential new users whose demographics and behaviour look like those of our existing users. You can opt out of having your email matched by Liveramp here or by emailing privacy@canva.com.

In addition, these third-party ad servers or ad networks may use technology to send, directly to your browser or mobile device, these personalized ads and ad links directly to your browser or mobile device, 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) 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. Please see our Cookies Policy for more information about how we and our third party partners use cookies and other technologies to deliver ads to you.

Canva does not sell or rent 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 on the Service 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 Education: Please note that this Section 4 does not apply to students using Canva Education – we do not serve advertising to students using Canva Education.

Summary: If we have ads on our site 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, Singapore, European Union, United Kingdom, Philippines and New Zealand and any other country in which Canva or its subsidiaries, affiliates or service providers maintain facilities or employ staff or contractors. 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. However, we always take steps to ensure that your information remains protected wherever it is stored and processed in accordance with applicable laws. Where required under applicable laws, 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.

Canva's U.S. subsidiary adheres to compliance with the EU-U.S. Data Privacy Framework, the Swiss-U.S. Data Privacy Framework and the UK Extension to the EU-U.S. Data Privacy Framework. You can learn more about these frameworks, including your rights under each program, in our Data Privacy Framework Statement.

Summary: To run our Service, we'll have to use our Canva group members and vendors around the world. This means your information might be transferred to the U.S., Australia, Europe, Singapore, Philippines, New Zealand and anywhere else the Service is operated.

6. 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.

7. Your choices about your information

(a) You control your account information and settings

We provide choices about how we process your account information:

You can manage the privacy preferences available to you by visiting the privacy settings page and updating your preferences at any time;

You can request access, correction or deletion of the data Canva holds on you by contacting privacy@canva.com; and

You can opt out of receiving marketing messages in the "Message Preferences" section of Your Account settings here or by clicking on the "unsubscribe link" provided in such communications. However, 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).

Summary: You have control over your account settings, such as your account information and marketing 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 through tracking technologies

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-party 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.

Summary: 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 not be personalized for you without it, making it harder to find what you're looking for.

(c) Opting out of enrichment using third-party data

As described above, we may combine information about you with information obtained from third-party sources to better understand your profile and interests so that we can deliver customized offers and other personalized services. You can opt out of Canva collecting more data about you from third-party providers to tailor your experience and messages we send you here or by emailing privacy@canva.com.

Summary: You can opt out of receiving Canva promotions based on information we learn about you from third parties, for example, your job title and employer.

(d) Managing how Canva analyzes your data for analytics and machine learning

You can manage your preferences relating to how Canva and the third party service providers we engage to enable functionality within the Service, may use your data for training AI, including through the use of machine learning technologies. Please visit this page for further information.

Summary: You have control over whether Canva analyzes your data to build and improve AI features.

(e) Rights in respect of your Information

The laws of some countries grant particular rights in respect of personal information. Individuals in certain countries, including the European Union, United Kingdom, and Brazil have the right to:

Request access to their information;

Request that we correct inaccuracies in their information;

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

Request a structured electronic version of their information; and

Object to our use of their information.

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

In some circumstances Canva will not be able to comply with your request regarding your personal data. If we are unable to remove any of your information, we will explain why. For example, we may not be able to provide a copy of your information where it infringes on the rights of another user. 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. Canva provides you with a number of controls in Your Account settings and you can access your privacy rights by emailing privacy@canva.com.*

8. 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.*

9. Canva Education

In this policy, a child is considered a person under the age of 13 years old (or the minimum legal age in the child's country to be able to provide lawful consent to the processing of their personal data where the age is higher than 13 years old).

The Service and our content are not directed at children. Children are not permitted to sign up by themselves for the Service.

Other than as part of Canva Education (set out below), Canva does not knowingly collect or solicit personal information from children. If we learn that we have collected personal information from a child without verification of parental consent where this is required, we will delete that information as quickly as possible. If you believe that we might have any information from or about a child, please contact us at privacy@canva.com.

Canva Education: Children who are students may use our Canva Education service under the supervision of their teacher. For the purposes of the Canva Education product, a "Student" means an individual enrolled in a K-12 school (or primary or secondary school for countries who do not use the K-12 designation) invited to use Canva Education by a Teacher or administrator. Canva's collection of student data is authorized by participating educational institutions obtaining parental consent or providing consent on behalf of the parent, if applicable, or as a proxy for the parent in certain circumstances. We will share student data with our third party service providers who have security, privacy, and data retention policies consistent with our policies and 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 providing us with usage analytics. Canva does not sell student data.

The following third party service providers will process student data for the sole purpose of delivering the Canva Education service. If a school deletes their Canva 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)

Amazon Web Services (data storage, service emails)

Amplitude (Analysis of aggregated user behaviour data)

Atlassian (user support)

Ada (chatbot for user support)

Appbot (user support)

Braze (email communications)

Canva Solutions, Inc. (user support)

Concentrix (user support)

Elastic (data logging)

Jira (user support)

Loggly (logging)

Looker (Analysis of aggregated user behaviour data)

Mode (Analysis of aggregated user behaviour data)

MongoDB (Atlas) (data storage)

Sentry (error monitoring)

Serif (Europe) Limited (Affinity Software (as defined in the Affinity Additional Terms) and user support)

SheerID (teacher verification)

Slack (platform support)

Snowflake (data storage)

Zendesk (user support)

OpenAI (Canva AI products)

Annually, at or around the end of the school year, if a student account has not been logged into by a student for more than 12 months, we will send an email to the email address associated with that account to notify the student that their account will be deleted unless they log into such account. If the student does not log in to their account within 3 months following the receipt of that email, we will delete that account.

Upon termination of a school's Canva 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 an educational institution 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 to any of the contact details provided in section 14 below. Such a request must come from the email address that owns or is the Team Owner of the Canva Education account. To protect children's privacy and security, we will take reasonable steps to help verify the educational institution's identity before granting access to any personal information.

If you are part of a Canva Education Team, whether this is at a classroom or school level(**"School Team**"),the educational institution your Team is employed by or part of("**District Team**"), may request to add your School Team to its District Team. Such a request must come from the email address that owns or is the Team Owner of the District. To protect children's privacy and security, we will take reasonable steps to help verify the district's identity and relationship to the School Team before granting access to any personal information. If your Team is added to a District Team, then any information or content that you created in the School Team or activity you have taken within the School may be shared with the Team Owner of the District. If requested by the Team Owner of the District, Canva may re-assign ownership of any User Content you post in the School Team to District Team. You should ensure that any personal

information, intellectual property or confidential information that you'd like to maintain ownership over is retained or moved to a separate personal account with an email address not issued by your employer.

Canva and its service providers may communicate directly with students for technical support purposes where requested by the student or their teacher. Canva may also send emails in relation to product changes, privacy changes and other service-related emails to students and teachers.

Students may use Canva Sites (as defined in our Terms of Use) if the functionality is enabled by their teacher, school or school district. These will not be indexed by search engines by default, meaning that they cannot be found by Google or another browser search and could only be accessed by people with the specific link. However, this default can be switched off by teachers so that the sites are indexed by search engines.

All designs in a Canva Education account are private by default so that only people specifically added to the design, can access it, except where an educational institution that owns the account requests access (e.g., for security and/or incident investigation purposes). A student may make their design public so that anyone with the link can access, view or edit it. But it will only be accessible to anonymous, non-logged in users if a teacher turns on anonymous collaboration (which is switched off by default). This might occur to facilitate collaboration with students that are not registered with Canva or have forgotten their password. This will allow them to view or edit a design.

(U.S. only): Canva Education has been certified compliant with the Children's Online Privacy Protection Act (COPPA) and the Family Educational Rights and Privacy Act (FERPA) by iKeepSafe. 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: We've created a safe space for children, who are supervised by teachers, to use Canva. Our main Service at canva.com is not intended for children.

10. 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: If we post a link to a third party website on Canva, we can't control what happens on the other end. The same applies 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.

11. Additional information for users in Europe

This section of the policy applies to Canva users that are located in the European Economic Area (EEA), Switzerland or United Kingdom (UK). Canva processes your personal data in accordance with European laws and regulations, such as the General Data Protection Regulation (GDPR) and UK General Data Protection Regulation (UK GDPR).

(a) Controller's details

For the purposes of the GDPR and UK GDPR, Canva Pty Ltd is the controller of your personal data. Canva Pty Ltd's registered address is at 110 Kippax St, Surry Hills, NSW, Australia 2010, and we can be contacted using the details provided in section 14 below. "How to contact us" heading.

In certain circumstances, we process personal data as a processor on behalf of our customer. Canva's Terms of Use set out the circumstances where Canva processes personal data as a processor. In these cases, it is the Canva customer that is responsible for the processing of your personal data and Canva's processing will be governed by the terms of the Data Processing Addendum it has entered with the customer. If you have questions or concerns about how your personal data is handled by one of our customers, you should contact the relevant customer that is using our Service and refer to their separate privacy policies.

(b) Legal bases for processing

If you are located in the EEA, Switzerland or UK, we need a lawful basis to collect, use and disclose your personal data as a controller. Our lawful basis will depend on the information concerned and the context in which it is processed.

Generally, Canva will collect and use your information as follows:

Contractual necessity: We need it to provide the Service to you and fulfil our obligations to you under our Terms of Use. For example, this includes creating and maintaining your account, resolving issues you may experience with the Service, obtaining payment for our Services and providing you with access to your designs.

Legitimate interests: It is necessary for our legitimate interests for example, providing a useful and customized Service, sending you relevant marketing messages, displaying advertising and tracking its effectiveness, using information we collect about you (like your spending, platform usage, occupation and employer) so that we can make more informed predictions, decisions and offers for our users, helping users connect with team members and their employer's subscription on Canva and enhancing

our Service via research and development, data analytics, data labelling, machine learning and predictive analytics relating to your usage data. We do not rely on this lawful basis where our legitimate interests are overridden by your rights and interests.

Consent: You consent to us, and our third party partners, using your information in a certain way – for example, to hear about new features or offers, and for machine learning and predictive analysis relating to your User Content.

Legal obligations: It is necessary for compliance with our legal obligations – for example, to disclose your information in response to law enforcement requests and to retain your information for our record keeping purposes.

If you 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 privacy settings page.

Where we use your information for our legitimate interest, you have the right to object to that use by contacting privacy@canva.com. However, if you do, it may diminish the quality of the Service you receive or prevent you from using the Service.

(c) Cross-border transfers of information

By signing up, you understand and agree that Canva Pty Ltd (an entity in Australia) will receive and process your personal data. We may transfer your personal data to other countries where our affiliates and service providers are located. Please note that some of these countries may have data protection laws that are different from your country (and, in some cases, may not be as protective). For Canva users in the EEA, Switzerland or UK, where we transfer your information to a third-party service provider that is not located in Europe, and is not in a country that benefits from an adequacy decision by the European Commission, UK or Swiss authorities, 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 and the UK International Data Transfer Addendum.

Summary: If you are accessing our Service from Europe, Canva Pty Ltd is the controller of your personal data. In some cases, though, we may only be processing your information on behalf of a Team as a processor. We only process your data if we have a lawful basis. We may transfer your information outside of Europe subject to appropriate safeguards.

12. Additional information for users in the United States

This section of the policy applies to Canva users that are located in the United States. In certain U.S. states, Canva users have additional rights afforded to them under applicable state privacy laws, including the

California Consumer Privacy Act as amended by the California Privacy Rights Act, the Colorado Privacy Act, the Connecticut Data Privacy Act, the Utah Consumer Privacy Act and the Virginia Consumer Data Protection Act.

(a) 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”. For details on how we use that information, who we share it with, and how long we keep it, please see section 2 “How we use your information”, section 3 “Sharing your information”, and section 8 “How long we keep your information.”

(b) Rights in respect of your personal information

These state privacy laws give resident users various rights with respect to the personal information we collect, including the right to (subject to applicable law and certain limitations):

- Request access to the personal information Canva has collected about you;
- Request that Canva delete your personal information;
- Request that Canva correct inaccurate personal information;
- Opt out from the "sale" of your personal information;
- Opt out of the "sharing" of your personal information for cross-context behavioral advertising;
- Appeal decisions where we deny your rights request.

(c) Exercising your rights

You may make a request by contacting us at privacy@canva.com. We will authenticate your request using the email address associated with your Canva account and if necessary, proof of residency. Depending on applicable state law, you may also appeal a refusal to take action on a request by contacting us at privacy@canva.com.

You may opt out of the “selling or sharing” of your personal information, which may include us sharing your information with third party advertising partners as described in section 4 "Advertising" or providing your employer with information confirming whether or not you use Canva using their email domain, as described in section 3(d) "Your employer". You can opt out by following the instructions on the “Do not sell or share my personal information” banner, or by emailing privacy@canva.com.

Canva Education: We do not sell or share personal information of students using Canva Education.

Summary: Certain U.S. state laws give resident users certain rights with respect to their personal information

13. 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 on our website or 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 using Canva Education: If we make any material changes to the way we collect, use, store and/or share personal information about children using Canva Education, we will notify students and their teachers or educational institution of the updated privacy policy by email and/or notification on the Service.

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

14. 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: privacy@canva.com

Write:

Head of Privacy

Canva Pty Ltd

110 Kippax St

Surry Hills NSW 2010

Australia

Our local representative in the EEA is European Data Protection Office (EDPO) with registered address at Ground Floor, 71 Lower Baggot Street, Dublin, D02 P593, Ireland.

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 UK can both be contacted at privacy@edpo.com. If you are in the EEA, data subject request forms can be accessed at http://edpo.com/gdpr-data-request/. If you are in the UK, data subject request forms can be accessed at https://edpo.com/uk-gdpr-data-request/.

Statement of Technical and Organisational Measures

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

This describes the minimum security standards that Canva applies to Customer Personal Data received under the Canva Services under the Agreement.

Measures of pseudonymisation and encryption of personal data

Canva encrypts Customer Personal Data transmitted between customers and the Canva application over public networks using TLS 1.2 or higher. Customer Data stored on Canva's servers is encrypted using AES 256 or stronger.

Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services

Canva has personnel responsible for oversight of security and privacy. It has appointed Heads of Security, Privacy and Data, together with an Information Security Committee that meets quarterly to discuss privacy and security risks managed in its risk registers.

Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident

In order to support availability of the service, Canva utilises Amazon Web Services (AWS) auto scaling, AWS availability zones, extensive application and infrastructure monitoring, and 24x7 application support rosters.

Canva maintains backups of the data stores, including Customer Personal Data, that support the core functionalities of the Canva application. Backups are stored in a location geographically-separated from the primary data storage location.

Canva maintains a security incident response capability that includes a documented Personal Data Incident Response Plan for security incidents involving Customer Personal Data. This defines how we contain, respond, assess, communicate incidents, as well as roles and responsibilities of Canva personnel and a requirement for post-incident reviews.

Processes for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures in order to ensure the security of the processing

Canva engages a specialist third-party security tester to perform an annual penetration test of its application and infrastructure. Canva also employs a third-party application vulnerability scanning service and runs a public bug bounty program.

Measures for user identification and authorisation

Where a Customer's account contains a password for authentication, Canva stores the password salted and hashed using an industry-standard password hashing function. Canva supports Single Sign On (SSO) integration with a customer identity provider using Security Assertion Markup Language (SAML).

Measures for the protection of data during transmission

As per item 1, Canva encrypts Customer Personal Data transmitted over public networks between customers and the Canva application using TLS 1.2 or higher.

Measures for the protection of data during storage

As per item 1, Customer Personal Data stored on Canva's servers is encrypted using AES 256 or stronger.

Measures for ensuring physical security of locations at which personal data are processed

The service is hosted and Customer Personal Data is stored within data centres provided by Amazon Web Services (AWS). As such, Canva relies on the physical, environmental and infrastructure controls of AWS. Canva periodically reviews certifications and third-party attestations provided by AWS relating to the effectiveness of its data centre controls.

Measures for ensuring events logging

Canva maintains application and infrastructure security audit logs. Audit logs are analysed to detect anomalous activity.

Measures for ensuring system configuration, including default configuration

Canva hardens its server infrastructure using a hardening standard based on a common industry standard. Canva applies security patches to its servers in accordance with its Vulnerability Management Procedure.

Measures for internal IT and IT security governance and management

Canva staff access to Customer Personal Data is role-based and follows the principle of least privilege. Staff are only provided with sufficient access to Customer Personal Data to be able to discharge their responsibilities effectively. Remote network access to Canva systems requires encrypted communication via secured protocols and use of multi-factor authentication. Canva has established and will maintain

procedures for password management for its personnel, designed to ensure passwords are personal to each individual, and inaccessible to unauthorized persons, including at minimum:

- cryptographically protecting passwords when stored in computer systems or in transit over the network;
- altering default passwords from vendors; and
- education on good password practices.

Staff access to production infrastructure requires multi-factor authentication (MFA).

Canva staff are subject to confidentiality obligations and a Personal Data Handling Policy. Canva requires its staff to undergo information security awareness training, both at the commencement of their employment and then annually thereafter. Canva also requires its staff to undergo privacy law training annually (including to comply with COPPA and FERPA in respect of student data).

Canva has implemented privacy by design, including but not limited to, privacy impact assessments.

Measures for certification/assurance of processes and products

Canva will maintain an ISO 27001 certification, undergoing periodic external surveillance and recertification audits to ensure that its Information Security Management System (ISMS) meets the requirements of this standard.

Canva will maintain an information security policy that meets the requirements of the ISO 27001 standard, an internal audit program that assesses Canva's ISMS and information security controls, and a management committee that is responsible for oversight of Canva's Information Security Management System (ISMS).

Measures for ensuring data minimisation

Canva allows visitors to use certain functionalities of its platform anonymously and minimises the Customer Personal Data it requires from Customers to only what is necessary to provide the service requested.

Measures for ensuring data quality

Canva ensures the quality of its data through verification of emails that sign up to the canva.com platform. Canva also allows users to update the information in their accounts themselves or via requests to its customer support function, the Customer Happiness Team.

Measures for ensuring limited data retention

Canva maintains a Data Retention Policy setting out the retention periods for various types of data based on legal requirements, justified interests of Canva and the purposes of collection.

Measures for allowing data portability and ensuring erasure

Canva has an automated process for deleting Customer Personal Data on request and enables the download of Customer Personal Data to provide to alternative service providers.

Canva Subscription Agreement

This Agreement was last updated on September 22, 2024. See previous versions of the Subscription Service Agreement in our Policy Archives. This Subscription Service Agreement applies only if you and Canva have executed an Order Form referencing this Agreement.

This Subscription Service Agreement is entered into by and between the Canva entity ("Canva") and the customer identified in an Order Form ("Customer") that references this Subscription Service Agreement. The parties are bound by this Agreement as of the Effective Date set forth in the Order From executed between the parties. As used herein, references to the "Agreement" means this Subscription Service Agreement, all Order Forms hereunder, subsequent amendments, and such other attachments and exhibits that are mutually executed by the parties' authorized representatives.

OVERVIEW

Canva is a visual communications platform that empowers people to design virtually anything, from logos and greeting cards to t-shirts and websites (each referred to herein as a "Design"). When using the Service, Users will have access to a variety of content provided by Canva and other content providers to use in designs (referred to herein as "Licensed Content"). Use of the Licensed Content is subject to Canva's Content License Agreement. Customer and its Users have the option to upload their own content (referred to herein as "Customer Material") which Customer and its Users have full control and responsibility over. Users can use Licensed Content, Customer Material, and tools available in Canva to design virtually anything.

Where we thought it might be helpful, we've included explanations of the terms and the reason for them. Keep in mind these are only meant to be helpful explanations and the full terms of the Agreement apply to your use of the Service.

At Canva, we like to Make Complex Things Simple! You'll find simple explanations of the Subscription Service Agreement in these boxes, but keep in mind only the terms outside these boxes are legally binding.

1. DEFINITIONS

1.1 "Affiliate" means, with respect to a party, any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such party. For purposes of this definition, the "control" of an entity (and the correlative terms, "controlled by" and "under common control with") means the direct or indirect ownership or control of more than 50% of the voting interests of such entity.

1.2 "Customer Material" means any data, fonts, images, templates, information, content, or material provided by Customer to Canva or submitted to the Service by Customer or its Users in the course of using the Service.

1.3 "Design" means any design output created by Customer or a User on the Service.

1.4 "Licensed Content" means content (including, but not limited to, stock media such as photos, templates, images, video, and audio) made available on the Service.

1.5 "Login" means a username and password assigned to an individual for purposes of accessing the Service

1.6 "Order Form" means Canva's standard order form that (i) specifies the Service(s) subscribed to by Customer; (ii) specifies the number of Users, Subscription Fees, and Subscription Term; (iii) is governed by and incorporates by reference this Agreement; and (iv) is signed by authorized representatives of both parties.

1.7 "Service" means the software-as-a-service offering(s) subscribed to by Customer as identified in the Order Form(s), including any updates thereto, as may be available online, via mobile application, or other forms provided by Canva.

1.8 "Subscription Fee" means the recurring fee paid for access to the Service.

1.9 "Subscription Term" means the duration for which Customer has subscribed to the Service as set forth in the applicable Order Form.

1.10 "Team" means a group of Users administered by Customer.

1.11 "Third Party Services" means any applications, products, websites, and services not provided by Canva that are used by Customer in conjunction with the Service.

1.12 "User" means an individual who is authorized by Customer to use the Service and who has a Login. Users may include Customer's and its Affiliates' employees, contractors, or agents.

2. USING THE SERVICE

2.1 Provision of Service. Subject to the terms and conditions of this Agreement, Canva will provide Customer with access to and use of the Service for the duration of the Subscription Term. Canva may, at its sole discretion, modify, remove, add, or enhance features of the Service from time to time, provided however, Canva will not materially decrease the overall functionality of the Service during the Subscription Term.

2.2 Customer Affiliates. Customer's Affiliates may purchase access to the Service under this Agreement by entering into an Order Form. By entering into an Order Form, such Affiliate agrees to be bound by the terms of this Agreement as if it were an original party to this Agreement.

2.3 Logins. Each individual accessing the Service must have a unique Login (each, a "User").Customer shall not allow or authorize anyone other than the applicable individual to use such Login. Customer shall promptly notify Canva in the event Customer becomes aware of any unauthorized use of a Login.

2.4 Use Restrictions. Customer shall not itself or through any employee, contractor, agent, or other third-party i) rent, lease, sell, distribute, offer in service bureau, sublicense, or otherwise make available the Service to any third party other than Users; ii) copy, replicate, decompile, reverse-engineer, attempt to derive the source code of, modify, or create derivative works of the Service, or any part thereof; iii) access the Service for purposes of performance benchmarking; iv) access the Service for purposes of building or marketing a competitive product; or (v) use the Service to store or transmit a virus or malicious code.

2.5 Acceptable Use Policy. Customer's use of the Service, Customer Materials, and Customer's Designs must comply with Canva's Acceptable Use Policy. Canva reserves the right to (but is not obligated to) remove from the Service any Customer Material or Design at any time that, in Canva's sole opinion, is in violation of Canva's Acceptable Use Policy, this Agreement, or any applicable law or regulation. Where legally permissible, Canva will make reasonable efforts to provide Customer with notice upon removal of any such Customer Material.

2.6 Customer Obligations. Customer is responsible for providing all hardware, software, networking, and communications capabilities necessary for Customer's access to the Service.Customer is responsible for all activities conducted by each of its Users and each User's compliance with the terms of this Agreement. Customer is solely responsible for the accuracy, quality, integrity, and legality of Customer Material and the means by which it acquired Customer Material and the contents thereof. Customer represents and warrants that it has provided all legally required disclosures and obtained all legally required consents from individuals prior to adding such individuals to a Team.

2.7 Third Party Services. Customer may elect to use the Service in conjunction with Third Party Services (including, but not limited to, those available at canva.com/apps). Customer's use of a Third Party Service is subject to the terms and conditions applicable to that Third Party Service. Canva makes no representations or warranties in relation to Third Party Services and expressly disclaims all liability arising from Customer's use of Third Party Services.

When using Canva, you can connect to apps or other websites that are created and maintained by third parties. Those apps or websites may have their own set of terms that apply to your use and because they were created by third parties, Canva can't be responsible for them.

3. SECURITY AND DATA PRIVACY

3.1 Information Security. Canva shall maintain industry-standard or better technical and organizational measures to maintain the security of the Service and Customer Material in Canva's possession.

Canva has implemented and maintains security measures to keep User's information and designs. You can learn more about how Canva protects the Service and Users' information at Canva's Trust Center.

3.2 Data Privacy. Canva's Privacy Policy describes how Canva collects, uses, transfers, discloses and stores your personal data. Canva's Privacy Policy may be updated from time to time, but no such change will result in a material reduction in the level of protection provided for Customer Material. To the extent Personal Data subject to the Applicable Privacy Laws (as those terms are defined in the Data Processing Addendum) is processed by Canva under this Agreement, Canva's Data Processing Addendum is hereby incorporated by reference.

When Customer's share personal data on the Service, Canva acts as Customer's "Data Processor" (under laws like the GDPR) because Customer make the decisions about the personal data in its account (acting as the Data Controller) and Canva is processing that data on Customer's behalf.

4. CONTENT AND DESIGNS.

4.1 Customer Material. Customer represents and warrants to Canva that Customer owns all rights, title, and interest in and to the Customer Materials or that Customer has otherwise secured all necessary rights in Customer Material as may be necessary to permit the access, use, and distribution thereof as contemplated by this Agreement.As between Canva and Customer, Customer owns all right, title, and interest in and to Customer Material. Customer hereby grants Canva, for the duration of the Subscription Term, a royalty-free license to display, host, copy, and use Customer Material solely to the extent necessary to provide the Service to Customer.

When you upload content to Canva, you're guaranteeing that you have the rights to it.We never obtain any ownership over your content, but we do need you to give us certain rights to store it and have it ready for you to use in your designs.

4.2 Licensed Content. Customer may use Licensed Content in connection with the Service. The use of Licensed Content is subject to additional license rights and restrictions set forth in the Content License Agreement. The applicable license rights and restrictions vary depending on the type and source of the Licensed Content. Users can determine which Content License Terms apply by hovering over the item of Licensed Content and clicking on the info icon.

We make a variety of content available for you to use in your designs. Certain restrictions apply to how you can use that content and what you can do with the designs you include that content in. The restrictions vary based on the type and source of the content. You can learn more here: Licensing Explained.

4.3 Designs. Customer may create Designs on the Service incorporating Licensed Content, Customer Material, and any other content or material available on the Service. Use of such Designs are subject to the terms of this Agreement.

We never own your designs, but there may be certain restrictions if you've included Licensed Content.

4.4 Public Sharing of Customer Material and Designs. In using the Service, Customer and Users may publish or share Designs via a Third Party Service or create public links to Designs. Canva maintains no responsibility in relation to such public sharing of Designs and Canva's enablement of such activity or the Service's performance of actions to publicly share Designs at the instruction of Customer or Users shall not be considered a violation of any of Canva's obligations under this Agreement.

5. USING THE SERVICE TO PUBLISH A WEBSITE

Customer may use the Service to design and publish a website ("Canva Site").

5.1 Free URLs provided by Canva. Customer may use a free my.canva.site URL provided by Canva, in which case the Canva Site will include a tool to report Canva Sites that do not comply with this Agreement and a badge that states "Designed with Canva" (or similar wording) that links to canva.com. Canva reserves the right to, at its sole discretion, reject, or remove any domain names that it deems inappropriate

ⓘ You can use a url provided by Canva to publish your website. Since our name will be in the url and on the website, we put a few extra measures in place to make sure websites are appropriate.

5.2 Purchasing a Domain Name through Canva. When a domain name is purchased, renewed or transferred through Canva, Canva acts as a reseller for domain name registration services. If Customer purchases a domain name through Canva, additional terms will apply as specified at the time of purchase.

ⓘ You can purchase a domain from us via a third party or bring your own domain name. There are rules that apply to everyone's use of domain services and certain responsibilities you have in relation to your domain.

6. USING THE SERVICE TO PRINT DESIGNS

Customer may create print orders within the Service. Print orders are subject to additional fees that are specified at the time of order and are billed to a credit card entered at the time of order. Printing services are provided by third party suppliers who are responsible for completing, delivering, or otherwise making available print orders. Delivery times are only estimates which Canva cannot guarantee.

ⓘ You can bring your designs to life on everything from greeting cards and t-shirts to coffee mugs and journals. Printing is done through our print partners and can be delivered to you, or picked up at a partner's location (where available). You can learn more here: Canva Print.

7. USE OF AFFINITY SOFTWARE

7.1 Where made available to you by Canva, Customer and its Users may download and use the Affinity Software by logging in to the Affinity Software with a Canva account. Customer's and its User's use of Affinity Software is subject to the terms of this Agreement and the additional obligations and restrictions set out in the Affinity Additional Terms.

7.2 Where you download and use Affinity Software pursuant to this section 7:

(a) the Affinity Software forms part of the Service under this Agreement; and

(b) sections 5 ("Using the Service to Publish a Website") and 6 ("Using the Service to Print Designs") of this Agreement do not apply to Customer's or its Users' use of Affinity Software.

8. CANVA'S INTELLECTUAL PROPERTY.

Except as expressly set forth in this Agreement, all intellectual property rights in and to the Service and Licensed Content remain the sole property of Canva and its licensors. Customer hereby assigns to Canva any suggestions, ideas, enhancement requests, or other feedback provided by Customer to Canva relating to the Service. Canva owns all content, data, software, inventions, ideas, and other technology and intellectual property that it develops in connection with its products and the Service.

ⓘ We get great ideas about how to improve Canva from our users. If you share feedback or ideas with us, you're letting us use that information to improve Canva, and we own any of those improvements we make.

9. BILLING

9.1 Subscription Fees. Customer will be billed for the number of Users set forth in the initial Order Form. When Users are added to a Team, Customer will be billed for such Users on Customer's next Billing Date (as defined below) unless such Users have been removed by an Administrator prior to the Billing Date or no longer have an account as of the Billing Date. Three (3) days prior to the Billing Date, Canva will notify via email Customer's Administrators regarding the number of additional Users and the associated Subscription Fees Canva plans to invoice on the applicable Billing Date if no further adjustments are made prior to the applicable Billing Date.Canva will invoice Customer any applicable additional Subscription Fees on each Billing Date. The "Billing Date" is every 3 months after the start date of Customer's Subscription Term. Subscription fees for additional Users will be in accordance with Canva Teams pricing and will be pro-rated for the remaining period of the then-current Subscription Term. Customer will not receive a refund or credit for removing Users that have already been paid for. Any increase in Users shall be in effect for the remainder of the then-current Subscription Term. Customer's pricing will not increase during Customer's Subscription Term.

ⓘ Canva's 'Pay as You Grow' model allows you to scale your Team as needed and reconcile costs for anyone who has joined your Team but will no longer need access to the Service before you are billed for them.

9.2 Payment. Subscription Fees are invoiced on an annualized basis in advance. Initial Subscription Fees and Subscription Fees for any renewal term will be billed for 12-months and Subscription Fees for Users added during a Subscription Term will be pro-rated in accordance with Section 9.1 ("Subscription Fees") All invoices will be due and payable within thirty (30) days of the invoice date. Except as otherwise provided for in this Agreement, all fees are non-refundable. Any fees remaining unpaid for more than thirty (30) days past their due date shall accrue interest at a rate of the lesser of 1.5% percent per month or the highest rate

allowed by law. Canva may, at its discretion and in addition to other remedies it may have, suspend access to the Service if any invoice remains unpaid for more than 30 days after its due date. Canva will provide Customer with notice at least ten (10) days in advance of any such suspension. Unless explicitly stated otherwise, all fees and all references to "dollars" or "$" are to United States Dollars.

ⓘ Canva's 'Pay as You Grow' model allows you to scale your Team as needed and reconcile costs for anyone who has joined your Team but will no longer need access to the Service before you are billed for them.

9.3 Taxes. Unless otherwise stated in an Order Form, the fees do not include sales, use, value-added, or other similar taxes or duties, and any such taxes shall be assumed and paid by the Customer except those taxes based on the net income of Canva. Canva will invoice Customer any applicable tax.

10. WARRANTIES AND DISCLAIMER

10.1.Mutual Warranties. Each party represents and warrants that it has the legal power and authority to enter into this Agreement and that it has no outstanding agreement or obligation that conflicts with any of the provisions of this Agreement, or that would preclude it from complying with the provisions hereof.

10.2.Disclaimer of Warranties. EXCEPT AS PROVIDED IN THIS AGREEMENT, CUSTOMER UNDERSTANDS AND AGREES THAT THE SERVICE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IS PROVIDED "AS IS" AND CANVA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. CANVA MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY THAT THE SERVICES WILL OPERATE IN COMBINATION WITH CUSTOMER'S HARDWARE, OTHER SOFTWARE, THIRD PARTY SERVICES, OR CUSTOMER MATERIAL. Canva makes reasonable efforts to ensure the Service is free of viruses or other harmful components, but cannot guarantee that the Service will be free from unknown viruses or harmful components. Canva cannot guarantee that the Service will not incur delays, interruptions, or other errors that are outside of Canva's reasonable control and are inherent with the use of the internet and electronic communications.

Trial or Beta Services. From time to time Canva may invite Customer to try, at no charge, features or functionality that are not generally available to customers and are identified as beta functionality or trial services ("Trial Services"). Customer may elect to use Trial Services at its discretion. Canva may discontinue Trial Services at any time in Canva's sole discretion and may never make them generally available.

11. CONFIDENTIALITY

11.1 Definition. "Confidential Information" means, without limitation, any proprietary information, customer information, product plans, inventions, technical data, trade secrets, know-how, the terms of this Agreement, Customer Data, or other business information, in each case disclosed or made available by a party ("Discloser") to the other party ("Recipient") whether orally or in writing hereunder.

11.2 Non-Use and Non-Disclosure. The Recipient shall, with respect to Confidential Information of the Discloser: (i) not disclose such Confidential Information to any third party at any time and limit disclosure to its employees, contractors, or its legal, financial and accounting advisors having a need to know and who have agreed to be bound by confidentiality obligations that are at least as restrictive as the terms of this Agreement; and (ii) protect the confidentiality of the Confidential Information with at least the same degree of care as Recipient uses to protect its own Confidential Information of a like nature, but no less than a reasonable degree of care. Notwithstanding the foregoing, Recipient may disclose Confidential Information solely to the extent necessary to comply with a court order or as otherwise required by law or a government body, provided that Recipient must give Discloser prompt written notice and obtain or allow for a reasonable effort by Discloser to obtain a protective order prior to disclosure.

11.3 Exclusions. The obligations with respect to Confidential Information shall not apply with respect to Confidential Information Recipient can demonstrate: (i) is now or becomes publicly available through no fault of Recipient; (ii) is lawfully obtained from a third party without a duty of confidentiality; (iii) is known to Recipient without obligation of confidentiality prior to such disclosure; or (iv) is, at any time, independently developed by Recipient without use of Discloser's Confidential Information.

12. INDEMNIFICATION

12.1 By Canva. Canva shall defend Customer and its Affiliates (and Customer and its Affiliates' employees, officers, and directors) (collectively, "Customer Indemnified Parties") from and against any claim, demand, or action brought by a third party against Customer and will indemnify and hold Customer harmless from any damages and costs finally awarded by a court of competent jurisdiction or otherwise owed in any settlement to the extent arising from any allegation that the Service infringes any patent, copyright, or trade secret of a third party. Notwithstanding the foregoing, Canva will have no liability for any infringement claim of any kind if the claim results from: (i) modification of the Service made by Customer or its agents; (ii) unauthorized or unlicensed use of the Service; (iii) Customer Material; or (iv) or Canva's creation of designs, templates, or materials pursuant to Customer's instructions.

ⓘ Canva is responsible for defending you and for paying costs you incur if someone claims the Service infringes their IP rights.

12.2 By Customer. Customer shall defend Canva and its Affiliates (and Canva and its Affiliates' employees, officers, and directors) (collectively, "Canva Indemnified Parties") from and against any claim, demand, or action brought by a third party (including without limitation any User) against Canva and indemnify and hold Canva harmless from any damages and costs finally awarded by a court of competent jurisdiction or otherwise owed in any settlement to the extent arising from: (i) use of the Service by Customer or any User

in a manner that breaches Section 2.4 and/or 2.5 (Use Restrictions and/or Acceptable Use Policy) of this Agreement; and (ii) any allegation that Customer Material infringes any patent, copyright, or trade secret of a third party.

ⓘ You are responsible for defending Canva and for paying costs Canva incurs if you violate the restrictions on use or if someone claims content you've uploaded infringes their IP rights.

12.3 Rights in Event of Enjoinment. If Customer's use of the Service is, or in Canva's opinion is likely to be, enjoined, Canva may, at its sole option and expense: (i) procure for Customer the right to continue using the same under the terms of this Agreement; (ii) replace or modify the Service so that it is non-infringing; or (iii) if options (i) and (ii) above cannot be accomplished despite Canva's reasonable efforts, Canva may terminate this Agreement and Customer's rights to the Service and refund a pro-rated portion of any pre-paid Subscription Fees for the period beginning on the effective date of termination through the end of the then-current Subscription Term.

12.4 Procedure. If one party (the "Indemnitee") receives any notice of a claim or other allegation with respect to which the other party (the "Indemnitor") has an obligation of indemnity hereunder, the Indemnitee will, within fifteen (15) days of receipt of such notice, give the Indemnitor written notice of such claim or allegation setting forth in reasonable detail the facts and circumstances surrounding the claim. The Indemnitee will not make any payment or incur any costs or expenses with respect to such claim, except as requested by the Indemnitor or as necessary to comply with this procedure. The Indemnitee shall not make any admission of liability or take any other action that limits the ability of the Indemnitor to defend the claim. The Indemnitor shall immediately assume full control of the defense or settlement of such claim or allegation, including the selection and employment of counsel, and shall pay all authorized costs and expenses of such defense. The Indemnitee will fully cooperate, at the expense of the Indemnitor, in the defense or settlement of the claim. The Indemnitor may not settle any claim that admits liability or fault on behalf of Indemnitee or that imposes financial liability on Indemnitee without Indemnitee's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. The Indemnitee shall have the right, at its own expense, to employ separate counsel and participate in the defense or settlement of the claim. The Indemnitor shall have no liability for costs or expenses incurred by the Indemnitee, except to the extent authorized by the Indemnitor.

12.5 Exclusive Remedies. The provisions of this Section 12 set forth Canva's sole and exclusive obligations, and Customer's sole and exclusive remedies, with respect to any third-party intellectual property infringement claims.

13. LIMITATION OF LIABILITY

13.1 IN NO EVENT SHALL EITHER PARTY'S AGGREGATE CUMULATIVE LIABILITY HEREUNDER (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY IN TORT OR BY STATUTE OR OTHERWISE) EXCEED THE SUBSCRIPTION FEES PAID OR PAYABLE BY CUSTOMER TO CANVA HEREUNDER DURING THE TWELVE-MONTH PERIOD PRECEDING THE EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY.

THE FOREGOING LIMITATIONS SHALL NOT APPLY TO LIABILITIES ARISING OUT OF CUSTOMER'S BREACH OF SECTION 2.4 ("USE RESTRICTIONS") OR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, GROSS NEGLIGENCE, OR WILFUL MISCONDUCT.

13.2 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOSSES, OR EXPENSES (INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOST BUSINESS, OR LOST PROFITS) EVEN IF IT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO LIABILITIES ARISING OUT OF CUSTOMER'S BREACH OF SECTION 2.4 ("USE RESTRICTIONS") OR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, GROSS NEGLIGENCE, OR WILFUL MISCONDUCT.

14. TERM AND TERMINATION

14.1 Agreement Term. The term of this Agreement shall commence on the Effective Date set forth in the initial Order Form and shall continue in full force and effect until the expiration or termination of all Order Forms, unless otherwise terminated earlier as provided hereunder.

14.2 Subscription Term. The initial Subscription Term shall be specified in the relevant Order Form. Upon the expiration of the initial Subscription Term, the Subscription Term will automatically renew for successive 12-month terms, unless either party provides the other party with written notice of non-renewal at least thirty (30) days prior to the end of the then-current Subscription Term. Canva will provide notice of an upcoming renewal and any applicable increase to pricing forty-five days or more prior to the end of the then-current Subscription Term. The initial Subscription Term and any Renewal Term are collectively the "Subscription Term."

To keep things easy, we'll notify you when your subscription is ending and keep your subscription going unless you decide you no longer want it.

14.3 Termination for Cause. Either party may terminate the Agreement immediately upon written notice (i) in the event the other party commits a non-remediable material breach of the Agreement; (ii) the other party fails to cure any remediable material breach within 30 days of being notified in writing of such breach; (iii) the other party becomes insolvent, makes an assignment for the benefit of creditors, becomes subject to control of a trustee, receiver or similar authority, or becomes subject to any bankruptcy or insolvency proceeding.

14.4 Effect of Termination for Cause. In the event of termination of this Agreement due to a default by Canva, Canva shall refund, on a prorated basis, any prepaid fees for the Service for the period beginning on the effective date of termination through the end of the then-current Subscription Term. In the event of a termination of the Agreement due to a default by Customer, Customer shall pay all amounts due and owing for the Service.

14.5 Survival. Sections titled “Definitions”, “Term and Termination”, “Fees”, “Intellectual Property,”, “Limitation of Liability,” “Indemnification,” “Confidential Information”, and “Miscellaneous” inclusive, shall survive any termination of this Agreement.

15. MISCELLANEOUS

15.1 Compliance with Applicable Law. Each party agrees to abide by all applicable local, state, national and foreign laws, treaties and regulations, in connection with i) in the case of Customer, Customer’s use of the Service; and ii) in the case of Canva, Canva’s provision of the Service.

15.2 Governing Law and Jurisdiction. The Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws provisions. Any legal action or proceeding arising under the Agreement shall be brought exclusively in the federal or state courts located in Santa Clara County, California and the parties hereby consent to exclusive jurisdiction of such courts. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded in its entirety from application to this Agreement.

15.3 Relationship of Parties. The parties are independent contractors and the Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other’s behalf without the other party’s prior written consent.

15.4 Attorneys’ Fees. In any court action at law or equity that is brought by one of the parties to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys’ fees, in addition to any other relief to which that party may be entitled.

15.5 Equitable Relief. Both parties agree that a material breach of the confidentiality provisions of this Agreement or restrictions set forth herein may cause irreparable injury to other party for which monetary damages alone would not be an adequate remedy, and therefore the party shall be entitled to seek equitable relief in addition to any other remedies it may have hereunder or at law, without the requirement of posting bond or proving actual damages.

15.6 Publicity. Customer permits Canva to use Customer’s name and logo to identify Customer as a customer on Canva’s website and in its marketing materials in accordance with any trademark guidelines or instructions provided by Customer. Customer permits Canva to issue a press release announcing Customer as a customer, provided Canva obtains Customer’s approval of the text of any such press release prior to publication. Following an agreed-upon press release, Canva may use the content of the press release on Canva’s website and in marketing materials.

15.7 Force Majeure. Neither party shall be deemed to have breached any provision of the Agreement as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, terrorism, energy crises, fires, transportation contingencies, interruptions in third party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are beyond such party’s reasonable control. This Section does not excuse Customer’s payment of fees due under this Agreement provided that Canva continues to provide the Service as set forth in the Agreement.

15.8 Assignment. Neither party may assign this Agreement or any of its right or obligations under this Agreement without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either party may transfer and/or assign this Agreement, without the other party's consent, to any successor by way of a merger, acquisition, or change of control. For the purposes of this Agreement, "change of control" means consolidation, or any sale of all or substantially all of the assignee's assets or any other transaction in which more than 50% of its voting securities are transferred.

15.9 Headings and Explanations. Headings and explanations explanatory boxes used in this Agreement are provided for convenience only and will not in any way affect the meaning or interpretation of the Agreement or any portion thereof.

15.10 Severability. If a particular provision of this Agreement is found to be invalid or unenforceable, it shall not affect its other provisions and this Agreement shall be construed in all respects as if such invalid or unenforceable provision had been omitted.

15.11 Waiver. The failure of either party to enforce at any time the provisions of the Agreement, the failure to require at any time performance by the other party of any of the provisions of the Agreement, or the express waiver by either party of any provision, condition or requirement of the Agreement shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of either party to enforce each and every such provision thereafter.

15.12 Notices. All legal notices required or permitted under the Agreement will be in writing and delivered by courier or overnight delivery service, certified mail, or electronic mail and in each instance will be deemed given upon receipt. All notices to Customer will be sent to the physical address and/or email addresses set forth in the Order Form. All notices to Canva shall be sent to the applicable notice address identified below.

If Customer has contracted with Canva US, Inc., the notice address is 200 E 6th St, Suite 200, Austin, TX 78701

If Customer has contracted with Canva Pty Ltd, the notice address is Level 1, 110 Kippax St, Surry Hills, New South Wales, Australia 2010

If Customer has contracted with Serif (Europe) Limited, the notice address is Unit 12, Wilford Industrial Estate, Nottingham NG11 7EP

15.13 Entire Agreement. This Agreement and the associated Order Form(s) constitute the entire agreement of the parties with respect to the subject matter contemplated herein, and supersedes any prior representations, agreements, negotiations, or understandings between the parties, whether written or oral, with respect to the subject matter hereof. This Agreement may not be modified except by written instrument signed by both parties and referring to the particular provisions to be modified. All terms, conditions, or provisions on a purchase order shall be of no force and effect notwithstanding the acceptance of such purchase order after the date of this Agreement. In the event of a conflict between the terms of this Agreement and an Order Form, the terms set forth in the Order Form shall control. This

Agreement is binding upon and inures to the benefit of, the parties and their respective permitted successors and assigns.