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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 Form 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.

- ① 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.

- ① 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.

- ① 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.

i 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.

i 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.

i 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

i 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.

i 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.

i 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.

i 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.

i 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.

- ① 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.

- ① 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.

3. 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.

4. 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.

Other policies

[Contributor Agreement](#)

[Affinity Additional Terms](#)

[Acceptable Use Policy](#)

[AI Product Terms](#)

[Privacy Policy](#)

[Canva Enterprise Subscription Agreement](#)

[Terms of Use](#)

[Data Processing Addendum](#)

Features

