

Data Protection Impact Assessment (DPIA) – Canva

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Guidance for completing this DPIA template

- If you're unsure whether you need to complete a DPIA, use the [Screening assessment - do I need to do a DPIA?](#) first to help you decide.
- **Must** and **should** are used throughout the guidance notes in this template to help you understand which things are a legislative requirement and **must** be done versus things that the ICO considers **should** be done as best practice to comply effectively with the law.
- You **must** complete this DPIA template if your screening assessment indicates a DPIA is required.
- You **should** aim to complete your DPIA as early as possible as the outcome of the assessment could affect the viability of your plans. In extreme cases, you won't be able to continue with your plans without changing them, or at all.
- We recommend that you **fill** out each section of this template in order, as each subsequent section builds upon the last. You **will** not be able to complete later sections correctly if you skip ahead. You **should** read the guidance notes throughout this template to help you with each section.
- If you are struggling with completing this template the [Information Management and Compliance Service](#) is available to provide advice and support. Please keep in mind their [service standards](#) if you require help.

1. Data processing overview

1.1 Ownership

Guidance notes:

- There **must** be a clear owner for any residual risk resulting from your data processing. At the ICO our Information Asset Owners (service directors) are our senior risk owners and **must** sign off on your plans.
- We **must** understand our role in relation to the personal data being processed. Our obligations will vary depending on whether we are a controller, joint controller or processor.
- If you are procuring a new product or service from a third party, you will typically find information about data protection roles and responsibilities within the service terms and conditions, or any contract being agreed between us and the third party.

Guidance Link: [Controllers and processors | ICO](#)

Project Title:	Use of Canva
Project Manager:	FOIA s.40(2) - Personal data that doesn't fall under s.40(1) Principal Policy Adviser
Information Asset Owner:	Jen Green, Executive Director of Strategic Planning and Transformation
Controller(s):	ICO & Canva as two independent controllers for personal data as described below.
Data processor(s):	Canva (for limited personal data as outlined below).

1.2 Describe your new service or process

Guidance notes:

- Provide a summary of the service or process you want to implement. Include any relevant background information and your key aims/objectives.

The digital content and internal communications teams have been receiving a great amount of requests to create branded content, posters, logos and templates.

We do not have the capacity to effectively address these requests as we are limited to the use of Adobe products that require years upon years of design experience in order to fully make use of them. We require a design tool that anyone in our digital content and internal communications teams can use, regardless of their level of design and branding experience.

[Canva](#) will help us address this need by providing us the tools to design powerful, visual content at scale in one single solution. It will help us deliver impactful messages by:

- Having access to a library of stock videos, images, graphics and templates.
- Helping us brand content.
- Helping us design visually engaging presentation slides, documents, campaigns, newsletters and emails in an accessible format.
- Help us train from a design perspective.

We're looking to get [Canva for Teams](#) with which the digital content and internal communications teams can collaborate to address the large volume of branded content requests they receive.

The relevant subscription service agreement is available here - [Canva for Teams Subscription Service Agreement](#) (see [Appendix 2](#)).

Our process:

Once the DPIA process is complete we'll speak with commercial legal to finalise a contract. Once access is granted to the service we'll:

- Create an account from our email address.
- We will create a team called 'ICO digital content and internal comms team'.
- Based on our legitimate interests colleagues from both teams will be invited to join the platform.
- One member from digital content and one member from internal comms will be administrators on the platform.
- Everyone else will be added as a designer.
- Once permissions are set all colleagues will be trained on how to use the platform and get specific instructions about elements of it we don't need to use (more details below).
- Permissions will be checked on a monthly basis and the administrators will be responsible for removing any movers or leavers.

1.3 Personal data inventory

Guidance notes:

- We **must** have a clear understanding of the personal data being processed. This is **essential** for identifying and managing risks.
- Use the table below to list each category of personal data being processing. Use a new row for each data category. You can add as many rows to the table as you need.
- Categories of data may not be obvious to you from the outset e.g. tracking data (IP or location) or data collated via cookies and you need to take the time to fully understand the extent of the personal data you will process.
- Your data subjects are the individuals the personal data relates to. For example, these could be members of the public, ICO employees, our contractors etc.
- Recipients will be anyone who the data is shared with.
- UK GDPR restricts transfers of personal data outside of the UK so any overseas transfers **must** be identified.
- Personal data should be kept for no longer than is necessary. You **must** identify a retention period for the personal data you intend to process.

Guidance Link: [What is personal data? | ICO](#)

ICO as Controller and Canva acting as our data processor:

The ICO will process the following data as controller for the purposes described below. Canva acts as a processor of this personal data on behalf of the ICO under the terms of the Canva [Data Processing Addendum \(canva.com\)](#) (see [Appendix 3](#)) which is supplementary to and forms part of the general Canva terms of use which will likely have to be accepted by the ICO to use this service.

Category of data	Data subjects	Recipients	Overseas transfers	Retention period
Access credentials of Licensed Users	ICO communications and digital content team members	Canva and its sub-processors .	<p>Yes</p> <p>If yes, list the countries the data will be transferred to:</p> <p>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.</p>	<p>Other (please specify time period below)</p> <p>If selecting other, please specify the length of time personal data will be retained:</p> <p>Upon termination or expiry of the Agreement, Canva shall (at Customer's election) destroy or return to Customer all Data (including all copies of the Data) in its possession or control. This requirement shall not apply to the extent that Canva is required by any law to retain some or all of the Data, in which event Canva shall isolate and protect the Data from any further processing except to the extent required</p>

by such law until deletion is possible.

Contact details of Licensed Users (e.g. name, email address, phone number)

ICO communications and digital content team members

Canva and its [sub-processors](#).

Yes

If yes, list the countries the data will be transferred to:

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.

Other (please specify time period below)

If selecting other, please specify the length of time personal data will be retained:

As above.

Any other personal data that Customer (ICO) or Licensed Users include in Designs created in the Service

ICO Staff

Canva and its [sub-processors](#).

Yes

If yes, list the countries the data will be transferred to:

United States, Australia, Singapore, European Union, United Kingdom, Philippines

Other (please specify time period below)

If selecting other, please specify the length of time personal data will be retained:

and New Zealand and any other country in which Canva or its subsidiaries, affiliates or service providers maintain facilities or employ staff or contractors.

Reviewed every 12 months and designs no longer required will be disposed of.

Canva as a Controller:

Canva's [Privacy Policy](#) (see [Appendix 4](#)) sets out how Canva collects and uses personal data when users subscribe to use its service. The policy applies to all users of the service and states "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".

Consequently, as a customer the ICO will be limited in its ability to influence this processing and we can reasonably expect it will apply in relation to:

- ICO staff who we ask to use the services as part of their job role.
- Data subjects whose personal data we use as part of any designs created in the service.

As part of this assessment we will also consider any data protection risks resulting from Canva's collection and use of personal data should the ICO choose to subscribe to their service. The data Canva state they collect is summarised below and described in more detail in their privacy policy.

Category of data	Data subjects	Recipients	Overseas transfers	Retention period
(a) Information you provide us directly Registration information (username, first and last names, birthdate, phone number, profession, physical and e-mail address).	ICO communications and digital content team members	Canva and potentially its sub-processors	Yes If yes, list the countries the data will be transferred to: United States, Australia, Singapore, European Union,	Other (please specify time period below) If selecting other, please specify the length of time

Messages sent through Canva (comments made on designs, correspondence to raise issues about the functionality of Canva).

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.

personal data will be retained:

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.

(a) Information you provide us directly

ICO Staff

Canva and potentially its [sub-processors](#)

Yes

Other (please specify time period below)

Existing content uploaded to the platform containing personal data e.g photos to use in designs

If yes, list the countries the data will be transferred to:

As above.

If selecting other, please specify the length of time personal data will be retained:

As above.

<p>(a) Information you provide us directly</p> <p>Content created within the platform (designs, images, documents, videos, and metadata).</p>	ICO Staff	Canva and potentially its sub-processors	<p>Yes</p> <p>If yes, list the countries the data will be transferred to:</p> <p>As above.</p>	<p>Other (please specify time period below)</p> <p>If selecting other, please specify the length of time personal data will be retained:</p> <p>As above.</p>
<p>(b) Information we receive from third-party applications</p> <p>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.</p>	ICO communications and digital content team members	Canva and potentially its sub-processors	<p>Yes</p> <p>If yes, list the countries the data will be transferred to:</p> <p>As above.</p>	<p>Other (please specify time period below)</p> <p>If selecting other, please specify the length of time personal data will be retained:</p> <p>As above.</p>
<p>(c) Information we receive from other third parties</p> <p>We may obtain information about you from third-party sources, such as public sources, social media platforms (like Facebook,</p>	ICO communications and digital content team members	Canva and potentially its sub-processors	<p>Yes</p> <p>If yes, list the countries the data will be transferred to:</p> <p>As above.</p>	<p>Other (please specify time period below)</p> <p>If selecting other, please specify the length of time</p>

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

(d) Information we collect from you automatically

ICO communications and digital content team members

Canva and potentially its [sub-processors](#)

Yes

personal data will be retained:

As above.

Other (please specify time period below)

We will directly collect analytics data, or use third-party analytics tools, to help us measure traffic and usage trends for the Service. These tools collect information sent by your browser or mobile device, including the pages you visit and other information.

If yes, list the countries the data will be transferred to:

As above.

If selecting other, please specify the length of time personal data will be retained:

As above.

(e) Cookies information and information taken from similar technologies

ICO communications and digital content team members

Canva and potentially its [sub-processors](#)

Yes

Other (please specify time period below)

Uniquely identifies 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.

If yes, list the countries the data will be transferred to:

If selecting other, please specify the length of time personal data will be retained:

As above.

As above.

(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.

ICO communications and digital content team members

Canva and potentially its [sub-processors](#)

Yes

If yes, list the countries the data will be transferred to:

As above.

Other (please specify time period below)

If selecting other, please specify the length of time personal data will be retained:

As above.

(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

ICO communications and digital content team members

Canva and potentially its [sub-processors](#)

Yes

If yes, list the countries the data will be transferred to:

As above.

Other (please specify time period below)

If selecting other, please specify the length of time personal data will be retained:

As above.

information allows for more accurate reporting and improvement of the Service.

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.

ICO communications and digital content team members

Canva and potentially its [sub-processors](#)

Yes

If yes, list the countries the data will be transferred to:

As above.

Other (please specify time period below)

If selecting other, please specify the length of time personal data will be retained:

As above.

(i) Location data

Canva collects information in order to understand where its users are located

ICO communications and digital content team members

Canva and potentially its [sub-processors](#)

Yes

If yes, list the countries the data will be transferred to:

As above.

Other (please specify time period below)

If selecting other, please specify the length of time personal data will be retained:

Aa above.

(j) Content within your account

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

ICO Staff

Canva and potentially its [sub-processors](#)

Yes

If yes, list the countries the data will be transferred to:

As above.

Other (please specify time period below)

If selecting other, please specify the length of time personal data will be retained:

As above.

1.4 Lawful basis for processing

Guidance notes:

- To process personal data, you **must** have a lawful basis. Select a lawful basis for processing the personal data in your inventory from the drop-down lists below.

Guidance Links: [Lawful basis for processing](#) & [Lawful basis interactive guidance tool](#)

First, select a lawful basis from Article 6 of the UK GDPR.

Article 6(1)(f) - legitimate interests

Taking into consideration that the use of Canva will help the members of our digital content and internal communications teams to provide an improved, more accessible and reliable service to our customers (all ICO staff). And by extension make ICO a better and more effective place to work in through clear and engaging messaging, the processing of all the data that relate to ICO communications and digital content team members as well as personal data that relate to content uploaded to the platform, will rely on the legitimate interest basis.

Canva's processing of personal data relies on a mixture of legitimate interests, consent, and legal obligation for the information they are controller for. See their [Privacy Policy](#) for more information.

Guidance notes:

- If your personal data inventory includes any **special category data**, you **must** identify an additional condition for processing from Article 9 of the UK GDPR.

Guidance link: [Special category data](#)

Next, if applicable, select an additional condition for processing from Article 9 of the UK GDPR:

N/A - no special category data being processed

If you have selected conditions (b), (h), (i) or (j) above, you also need to meet the associated condition in UK law, set out in Part 1 of Schedule 1 of the DPA 2018. Please select from the following:

N/A - no special category data being processed

If you are relying on the substantial public interest condition in Article 9(2)(g), you also need to meet one of the conditions set out in Part 2 of Schedule 1 of the DPA 2018. Please select from the following:

N/A - no public interest processing

Guidance notes:

- If you are processing **criminal offence data**, you **must** meet one of the 28 conditions for processing criminal offence data set out in paragraphs 1 to 37 Schedule 1 of the DPA 2018.

Guidance Link: [Criminal offence data](#)

Finally, if applicable select an additional condition for processing any criminal offence data:

N/A - no criminal offence data being processed

1.5 Necessity and proportionality

Guidance note:

- You **must** assess whether your plans to process personal data are both necessary and proportionate to you achieving your purpose. You should explain why this is the case below.
- You **must** take steps to minimise the personal data you process; processing only what is adequate, relevant and necessary.
- You **should** think about any personal data you can remove without affecting your objective.
- You **should** consider if there's any opportunity to anonymise or pseudonymise the data you're using.

As mentioned previously, our internal comms and digital content teams are receiving a large volume of requests to create branded content, posters, logos and templates. We are not designers and yet we have to deal with such requests.

We do not have the capacity to properly and effectively address all of these requests because we have limited designing experience and the only tools that are available to us are Adobe products that require not only extensive training but also extensive hands on experience to make use of their features in a professional capacity. Therefore, upskilling all the members of our internal comms and digital content team in Adobe products will be both a cost-intensive solution and it will not fully address the issue.

What we need is a design tool that can be used easily by any member of our internal comms and digital content team, regardless of their level and experience with designing and branding content.

Canva will help us breach this gap, as it provides ready made templates, graphics and design ideas that we can use in order to effectively meet the requirement of our customers from across the organisation.

Without Canva, we are limited to graphics we can create on our own with limited skills on existing technology and that will not be enough to fully address our customers needs, even with additional training for all members of the two teams.

We also need to mention that by getting Canva, we also avoid the risk of colleagues around the office using its free version without our knowledge, as they can always come to us to create designs for their needs based on their requirements.

1.6 Consulting with stakeholders

Guidance notes:

- You **should** consult with relevant stakeholders both internally (for example Cyber Security, Legal Services, IT etc.) and externally to help you identify any risks to your data subjects.
- Briefly outline who you will be consulting with to inform your DPIA.
- Where appropriate you **should** seek the views of your data subjects, or their representatives, on your intended processing. Where this isn't possible, you should explain why below.

DPIA screening assessment has been completed, which indicated a full DPIA assessment should be undertaken due to the type of data which is being processed.

We have completed a [legitimate interest assessment](#).

We have completed a [Transfer Risk Assessment \(TRA\)](#) and since all the categories of the personal information being transferred was low risk, we would be able to proceed with the restricted transferring.

We have consulted with IT and cyber security with regards Canva. FOIA s.40(2) - Personal data that doesn't
said the following:

"Thanks FOIA s.40(2) - Personal data

Service assessed as low risk, and my review is that our minimum requirements are "met". This concludes the supplier assessment. I'll log the review in our EDRM site, but let me know if you need anything else."

If it is agreed that we can use Canva, we understand that we will need to ask Commercial Legal to create a contract with the ICO and Canva.

2. Personal data lifecycle

Guidance Note:

- You **must** provide a systematic description of your processing from the point that personal data is first collected through to its disposal.
- This **must** include the source of the data, how it is obtained, what technology is used to process it, who has access to it, where it is stored and how and when it is disposed of.
- If your plans involve the use of any new technology, for example a new piece of software, you **must** explain how this technology works and outline any 'privacy friendly' features that are available.
- If helpful you can use the headings provided below to help you construct your lifecycle. You can include a flow diagram if this helps your explanation.

Data source and collection:

Based on 1.3. there are two data sources:

1. The colleagues in the digital content and internal communications teams. As mentioned the personal data collected from them by Canva have to do with their personal details that are required in order to register with the platform, their comments or messages sent through the platform, their content created on the platform, their usage of the platform, the ways they are accessing the platform, their device and their location.

It is necessary for these personal data to be processed in order to use the tool. Before registration we can share Canva's privacy policy with the respective colleagues in our team so that they can read what data will be used once they start using the platform.

2. The second data source are the colleagues whose personal data might be required to be uploaded on the platform for the creation of a specific design. For example there might be a case where we need to create the design of a new EDI report where the Head of People Services has to provide a foreword. In order to make the foreword more engaging we might choose to use the Head of People Services photo, name and title. In this case the data source is the Head of People Services and based on our legitimate interest we will share their personal data with Canva (photo, name, title) by uploading it on the platform to use in our designs.

In this case the processing is necessary for us to make the content as clear, empathetic and engaging as possible in order for it to land with the organisation.

Technology used for the processing:

As described in their privacy notice Canva will use analytics tools to collect data through cookies, pixels, tags and similar technologies that may use email or mailing addresses. Canva's server logs collect log file information. When you use the Service, Canva may employ clear GIFs (also known as web beacons) which are used to anonymously track the online usage patterns of our users. In addition, they 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. Canva state this information allows for more accurate reporting and improvement of the Service.

Canva offers the option to use some AI-powered products and tools. This includes: [Text to Image](#), [Magic Write™](#), [Magic Edit](#), [Magic Design](#), and [Translate](#).

We will not be making use of this technology, as it is not necessary for us to address the volume and requirements of the requests we receive from our customers. For more information see 3.0 (13).

Storage location:

Canva state 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 Pty Ltd's registered address is at 110 Kippax St, Surry Hills, NSW, Australia 2010.

Canva transfers 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, they may transfer information, including personal information, to a country and jurisdiction that does not have the same data protection laws as our jurisdiction. See 1.3. for the complete list of Canva's sub-processors.

Security:

Canva uses tools such as encryption, role based access, multifactor authentication to ensure security. They are ISO 27001 certified.

Canva's approach to security can be accessed here [Security at Canva](#). The ICO's Cyber Security team have assessed the supplier and marked them as low risk.

Access control

will be the owner of the ICO Canva account. As owner this account will create a team called 'ICO Digital Content and Internal Comms'.

The owner can invite members to the team by sending them an email invitation with a link, which is valid for 30 days and can only be used once.

In that way the owner will first add to the team two administrators (one from internal comms – FOIA s.40(2) - Personal data that doesn't fall under, and one from digital content – FOIA s.40(2) - Personal data tha).

Then the owner will invite all other internal comms and digital content colleagues that are to be invited and they will be designers.

Let's break down the two roles and permissions:

Administrators

- Has complete access to adding or removing designers in a team.
- Has complete access to delete or name the team.
- Can set up and edit team Brand Kits.
- Can set up and edit brand controls.
- Can publish brand templates.

Designers

- Can create designs only within the team area they have been invited in by using the team Brand Kits and brand templates created by the administrators.
- Can access folders and designs shared with everyone on the team.

Our process

All designs either by the administrators or the designers will be created within the team area and will be considered property of the ICO owner account.

If someone leaves, the administrators will be responsible for removing them from the team. The designers who have been removed from the team will no longer be able to access the designs or work that has been created within the team area.

If they leave the organisation and their email is no longer in effect by extension their Canva account will no longer be in effect.

It would be the administrators responsibility to check monthly whether the list of registered members with Canva are up to date.

Data sharing:

As mentioned in 1.3. Canva shares information with third-party service providers for the purpose of providing the Service and to facilitate Canva's legitimate interests. Canva states those service providers will only be provided with access to information as is reasonably necessary for the purpose that Canva has engaged the service provider, and they will require that such third parties comply

with their Privacy Policy, appropriate data processing terms and any applicable laws.

Some of the third parties with whom Canva may share personal information are service providers who 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;
- Advertising and marketing services;
- Domain name registration;
- Delivery of physical products; and
- Other service providers.

Disposal:

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

We have asked for confirmation from Canva and this was their response:

"We are unable to provide a specific timeframe of how long we hold your information but to further clarify, we only retain data for valid purposes, primarily to meet our compliance/legal obligations. For example, there's a minimum holding requirement for payment data (i.e. records of the payment but not any credit card numbers). Otherwise, we wipe all data that is individually identifying to you.

Canva will retain aggregated and anonymized data to help in understanding general user behavior and trends (which helps us improve the service), but this information is stripped of all PII and, once aggregated, no longer can be used or reverse-engineered to identify a user's individual activity."

Any data contained in designs will be reviewed every 12 months and designs no longer required will be disposed of.

3. Key UK GDPR principles and requirements

Guidance notes:

- Answering the questions in this section will help you comply with essential data protection requirements.
- You may identify specific actions that are needed and you should add these to your list of DPIA outcomes in section 6.0.

3.1 Purpose & Transparency

Guidance notes:

- In most cases you will need to communicate essential information about your data processing to your data subjects. A privacy notice is the most common way of doing this.
- You **must** review the existing [privacy notice](#) on the ICO website. If data processing involves the personal data of ICO staff, review our [Staff Privacy Notice](#) on IRIS.
- You need to decide if our existing privacy notices sufficiently cover your plans. If not, you **must** get them updated or you **must** provide your data subjects with a separate, bespoke privacy notice.

Q1. How will you provide your data subjects with information about your data processing?

An update is required to our existing privacy notice/s. This required action has been added to the DPIA outcomes (see section 6.0).

Guidance notes:

- If you identified consent as your lawful basis for processing in section 1.4 you **must** maintain appropriate records of the data subjects consent.

Guidance Link: [Consent](#)

Q2. Are you satisfied you're maintaining appropriate records of data subjects' consent?

N/A - no processing based on data subjects consent

Guidance notes:

- If you identified legitimate interests as your lawful basis for processing in section 1.4 you **should** complete a Legitimate Interests Assessment (LIA). A template LIA is available [here](#).

Guidance Link: [How do we apply legitimate interests in practice?](#)

Q3. If legitimate interests is your lawful basis for processing have you completed a [legitimate interest assessment](#)?

Yes

If applicable, please provide a link to your completed assessment.

3.2 Accuracy

Guidance notes:

- All reasonable steps should be taken to ensure personal data is kept accurate and up to date. Steps **must** be taken to ensure that personal data that are inaccurate are erased or rectified without delay.

Q4. Are you satisfied the personal data you're processing is accurate?

Yes

Q5. How will you ensure the personal data remains accurate for the duration of your processing?

Only current colleagues will have access to Canva using an ICO email address. Any colleagues who are signed up that leave the organisation, will no longer have access once their email account is terminated.

Any personal data included in designs created in the service will be checked for accuracy at the time of creation and is unlikely to be of a nature that will later require correction or amendment.

3.3 Minimisation, Retention & Deletion

Guidance notes:

- You should only collect and hold the minimum amount of personal data you need to fulfil your purpose. Data should be retained for no longer than is needed for that purpose and then deleted without delay.

Q6. Have you done everything you can to minimise the personal data you're processing?

Yes

Q7. How will you ensure the personal data are deleted at the end of the retention period?

An email to Canva privacy@canva.com to ensure that personal details are deleted.

Q8. Will you need to update the ICO [retention and disposal schedule?](#)

No

3.4 Security: Confidentiality, integrity and availability

Guidance notes:

- Personal data **must** be processed in a way that ensures it is appropriately secure and protected from unauthorised access, accidental loss, destruction or damage.
- You **must** make sure access to the personal data is limited to the appropriate people and ensure you're confident the processing system being used is secure.

Guidance link: [Security](#)

Q9. Where will the personal data be stored and what measures will you put in place to maintain confidentiality, integrity and availability?

Canva – see above for security assurance.

Q10. Have you confirmed there are appropriate access controls to keep the personal data secure?

Yes

Q11. Has the [cyber security team](#) completed a security assessment of your plans?

Yes

Q12. If yes what was the outcome of their assessment?

Service assessed as low risk, and our minimum security requirements are "met".

Q13. Please explain the policies, training or other instructions you intend to put in place to enable staff to operate the new system or process securely.

The administrators will put together a guide to explain the roles and responsibilities of the administrators and designers as mentioned in section 2.0, as well as the basics of how to navigate the platform.

All new members that are signed up on Canva will be required to read the guide and will receive additional training from members of the team with previous experience on the platform via bespoke Teams sessions that can cover any queries.

In the guide and the training sessions all internal comms and digital content team members will be instructed not to use any of the AI-powered products and tools within Canva.

This includes: [Text to Image](#), [Magic Write™](#), [Magic Edit](#), [Magic Design](#), and [Translate](#).

Our use will be limited to the design templates, graphics, logos, stock videos and images in order to address the volume and complexity of the branding requests we receive from our customers.

Users can also go through the training tutorials and material available on the platform.

3.5 Accountability and governance

Guidance notes:

- The accountability principle makes us responsible for demonstrating our compliance with the UK GDPR. We do this by clearly assigning responsibilities for compliance tasks, and by maintaining relevant records relating to our processing activities and decision making.
- Your Information Asset Owner is the risk owner for any residual risk associated with your data processing and **must** sign off this DPIA.

Q14. Is your Information Asset Owner aware of your plans?

Yes

Q15. Will you need to update our article 30 record of processing activities?

Yes

Q16. If you are using a data processor, have you agreed, or will you be agreeing, a written contract with them?

Yes

3.6 Individual Rights

Guidance Note:

- UK GDPR provides a number of rights to data subjects when their personal data is being processed.
- As some rights are not absolute, and only apply in limited circumstances, we may have grounds to refuse a specific request from an individual data subject. But you **must** be sure your new service or process can facilitate the exercise of these rights and it should be technically feasible for us to action a request if required.

Guidance Link: [Individual rights](#)

Q17. Is there a means of providing the data subjects with access to the personal data being processed?

Yes

Q18. Can inaccurate or incomplete personal data be updated on receipt of a request from a data subject?

Yes

Q19. Can we restrict our processing of the personal data on receipt of a request from a data subject?

Yes

Q20. Can we stop our processing of the personal data on receipt of a request from a data subject?

Yes

Q21. Can we extract and transmit the personal data in a structured, commonly used and machine readable format if requested by the data subject?

Yes

Q22. Can we erase the personal data on receipt of a request from the data subject?

Yes

4. Risk assessment

Guidance Note:

- You **must** use the table below to identify and assess risks to individuals. You can add as many rows to the table as you need.
- **Remember:** we have an **Averse** risk appetite towards compliance risks (see our [Risk Management Policy and Appetite Statement](#) for more information).
- You **must** identify measures to reduce the level of risk where possible.
- In the risk description column, you can select from common risks to individuals in the drop-down list provided. Alternatively, you can enter your own risk descriptions if preferred.
- **The drop-down list is not exhaustive**, and you must identify and assess risks within the context of your planned processing.
- Mitigation measures can be existing, i.e. they're already in place and reduce the risk without any further action being needed. Or they're expected i.e. these are additional measures you intend to take before the data processing begins in order to further reduce risk.
- Use the risk scoring criteria in [Appendix 1](#) to score your risks. You **must** score both the impact (I) and probability (P). The expected risk score total is the result of I multiplied by P.
- When considering probability, you should score based on all your mitigation measures having been implemented in order to get an *expected* risk score.

Risk description	Response to Risk	Risk Mitigation	Expected Risk Score		
			Impact	Probability	Total
<i>Example:</i> <i>Access controls are not implemented correctly, and</i>	Choose an item.	<i>Existing mitigation: We have checked that the system we intend to procure allows us to set</i>	3	1	3 - low

	<i>personal data is accessible to an unauthorised party.</i>		<i>access permissions for different users.</i> <i><u>Expected mitigation:</u> We will appoint and train a system administrator who will be responsible for implementing access controls and monitoring access. The system administrator will also audit the system periodically to review access permissions.</i>			
1.	Canva may obtain personal data about ICO comms staff from public sources such as social media and use this for advertising purposes.	Tolerate: this risk is being accepted	Expected mitigation: Staff to be informed that further data may be collected by Canva from public sources and may be used by them for marketing purposes. However as this is processing carried out by Canva it has to be accepted as a condition of using the service.	2	5	10 - medium
2.	Access controls are not implemented correctly and personal data is accessible to an unauthorised third party	Treat: this risk is being reduced by management action such as	Existing mitigation: Canva uses tools such as encryption, role based	2	1	2 - low

		implementing controls or tackling the cause	access, multifactor authentication to ensure security. They are ISO 27001 certified. Expected mitigation: See 2.0 for further details about how we will manage access to Canva.			
3.	Data is transferred overseas to a country without equivalent data protection laws	Treat: this risk is being reduced by management action such as implementing controls or tackling the cause	Existing mitigation: In relation to data where Canva is controller they state in their privacy notice: "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	2	5	10 - medium

			<p>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.”</p> <p>ICO users will therefore be required to consent to international transfers by Canva as a pre-condition of using the service.</p> <p>Expected mitigation:</p> <p>To the extent that Canva acts as an ICO processor and we transfer data overseas to Canva it’s anticipated that the Data Processing Addendum (see Appendix 3) will be incorporated into any contract we agree with Canva. This indicates that Standard Contractual</p>			
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			<p>Clauses shall be incorporated as an appropriate safeguard for the transfer of data overseas.</p> <p>A transfer risk assessment has also been completed for the ICO transfer of data to Canva and this concluded the transfer was low risk and could proceed. See appendix 5 for full TRA conclusion and link to assessment.</p>			
4.	Security controls are inadequate for protecting personal data resulting in a loss of confidentiality, integrity or availability.	Tolerate: this risk is being accepted	<p>Existing mitigation:</p> <p>Canva have security controls and ISO 27001 accreditation. ICO cyber security team have assessed the supplier as low risk.</p>	2	1	2 - low
5.	The personal data is not kept up to date and becomes inaccurate over time	Treat: this risk is being reduced by management action such as implementing controls or tackling the cause	<p>Expected mitigation:</p> <p>The ICO will have an administrator (someone from Internal Comms, possibly <small>ICO s.40(2) - Personal data that doesn't fall under</small>) who can create a team from their account and</p>	2	1	2 - low

			<p>add up to 5 people. If someone leaves, the administrator will remove them from the team and they cannot access our designs and work. The administrator will remind the individual to close their personal account on Canva if they leave the ICO.</p> <p>Any personal data included in designs created in the service will be checked for accuracy at the time of creation and is unlikely to be of a nature that will later require correction or amendment.</p>			
6	The processing of personal data as a result of using the service isn't transparent to the data subjects	Treat: this risk is being reduced by management action such as implementing controls or tackling the cause	<p>Expected mitigation:</p> <p>The staff privacy notice will be updated to include processing by Canva. Consent will be sought from ICO comms staff informing them of how the data will be processed by Canva.</p>	3	1	3 - low

7	Personal data is retained for longer than is necessary by our data processor	Treat: this risk is being reduced by management action such as implementing controls or tackling the cause	Existing mitigation: After account closure Canva state they will retain aggregated and anonymized data only to help in understanding general user behavior and trends but this information is stripped of all PII and, once aggregated, no longer can be used or reverse-engineered to identify a user's individual activity.	2	3	6 - medium
8.	Personal data is retained for longer than necessary by the ICO	Treat: this risk is being reduced by management action such as implementing controls or tackling the cause	Expected Mitigation: It will be the administrators responsibility to check monthly whether the list of registered members with Canva are up to date and any accounts no longer required will be deleted. Data in designs will be reviewed every 12 months and designs no longer required will be disposed of.	2	2	4- low
9.	Canva functionality includes the availability of AI powered	Terminate: this risk will be	Expected Mitigation:	3	1	3 - low

	<p>design tools and there is limited information available about how they work meaning we're unable to assess any risk to data subjects.</p>	<p>avoided by doing something else, changing the service, or withdrawing from the activity</p>	<p>Canva offers the option to use some AI-powered products and tools. This includes: Text to Image, Magic Write™, Magic Edit, Magic Design, and Translate.</p> <p>We will not be making use of this technology, as it is not necessary for us to address the volume and requirements of the requests we receive from our customers.</p> <p>The administrators will put together a guide to explain the roles and responsibilities of the administrators and designers as mentioned in section 2.0, as well as the basics of how to navigate the platform.</p> <p>All new members that are signed up on Canva will be required to read the guide and will receive additional training from members of the team with previous</p>			
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			<p>experience on the platform via bespoke Teams sessions that can cover any queries.</p> <p>In the guide and the training sessions all internal comms and digital content team members will be instructed not to use any of the AI-powered products and tools within Canva.</p>			
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5. Consult the DPO

Guidance Note:

- Once you have completed all of the sections above you **must** submit your DPIA for consideration by the DPIA Forum who will provide you with recommendations on behalf of our Data Protection Officer (DPO). The process to follow is [here](#).
- Any recommendations from the DPOs team will be recorded below and your DPIA will then be returned to you. You **must** then record your response to each recommendation, and then proceed with completing the rest of this template.

	Recommendation	Date and project stage	Project Team Response
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<p>1.</p>	<p>Section 1.3. – It would be useful to separate data inventory into categories for which ICO is data controller and categories Canva is controller given the distinction detailed in 1.1. We’d suggest have a header for the information ICO is controller of (account data and user designs) and a header for the data Canva is controller for. We need to be very clear about what we can control vs. what we can’t as this should inform risk assessment.</p>	<p>08/06/2023</p>	<p>Accept</p> <p>Any comments:</p> <p>1.3 has been significantly revised as well as additional changes made throughout document to better reflect the relationships of the parties and their responsibilities for the different elements of data processing.</p> <p>If rejecting DPO recommendations explain why:</p>
<p>2.</p>	<p>Section 1.3. – Need to elaborate on what analytics data, cookies, and clear gifs are as these are not data types. There is more detail about what personal data these gather in the Canva Privacy Policy which needs to be incorporated into this DPIA.</p>	<p>08/06/2023</p>	<p>Accept</p> <p>Any comments:</p> <p>Made quite a few changes to this section. Removed certain information that were not very specific or where not personal data and added detailed information from what is being collected or processed from Canva’s privacy policy.</p> <p>If rejecting DPO recommendations explain why:</p>
<p>3.</p>	<p>Section 1.3. – Recipients – we need to mention Canva data sharing with third parties who supply services to</p>	<p>08/06/2023</p>	<p>Accept</p> <p>Any comments:</p>

	Canva, who are listed in their Privacy Policy.		<p>A list of sub-processors has been added in the recipients column.</p> <p>If rejecting DPO recommendations explain why:</p>
4.	<p>Section 1.4. – we would suggest relying on legitimate interest as a lawful basis instead of consent. The reason for this is that because this is an employer/employee relationship user may feel obligated to provide consent, in which case the consent would not be legally valid. To rely on legitimate interest you need to complete a Legitimate Interest Assessment, which can be found here</p> 	08/06/2023	<p>Accept</p> <p>Any comments:</p> <p>Based on the the changes that have been made in 1.3. and your suggestion for 1.4. we have updated this section entirely.</p> <p>If rejecting DPO recommendations explain why:</p>
5.	<p>Section 1.5. – this section mentions that ICO comms staff are fully aware that whilst the system is free to use, this means that the likelihood is their data will be used for advertising purposes. How is this being communicated? We need to try and assess impact in the DPIA risk assessment.</p>	08/06/2023	<p>Accept</p> <p>Any comments:</p> <p>This section has been updated based on other updates we made on this document. The risk assessment has also been updated.</p> <p>If rejecting DPO recommendations explain why:</p>

<p>6.</p>	<p>Section 1.5. – you need to be more explicit about why use of this tool is necessary and proportionate. Given the level of risks involved in this processing it is essential that you justify why it needs to be used.</p> <p>“Reliant upon Corporate comms to create work for an internal audience, therefore adding to their workload” – what tools are available to Corporate Comms that aren’t available to internal Comms? Why is this and why is this additional tool deemed to be necessary to achieve Internal Comms purpose? More detail needed to justify necessity and proportionality. Why can’t comms tools be made available to Internal Comms?</p>	<p>08/06/2023</p>	<p>Accept</p> <p>Any comments:</p> <p>This section has been updated based on other updates we made on this document.</p> <p>If rejecting DPO recommendations explain why:</p>
<p>7.</p>	<p>Section 2.0 – It is recommended that you complete an Transfer Risk Assessment (TRA) rather than rely on explicit consent for the international transfer. The template for this can be found on the ICO website.</p>	<p>08/06/2023</p>	<p>Accept</p> <p>Any comments:</p> <p>We have completed one.</p> <p>If rejecting DPO recommendations explain why:</p>
<p>8.</p>	<p>Section 2.0. – there is currently no mention of management of personal data in designs which is identified as one element of PD for which ICO is controller. It would be good to outline what we anticipate this might</p>	<p>08/06/2023</p>	<p>Accept</p> <p>Any comments:</p> <p>We have updated section 2.0 to reflect that and align it with the updates made in 1.3.</p>

	be and how this will be managed. For instance, what kind of personal data will be in the designs (if any), who will have access to these and how long will they be retained for? How will subject access requests be handled for these?		If rejecting DPO recommendations explain why:
9.	Section 2.0 – the access section needs more detail. Can the administrator create user accounts or does each individual user create their own accounts? If the user creates their own account, what happens to the content they upload to Canva when they switch teams or leave the ICO? How will the administrator ensure this is deleted? What specifically is the administrator role?	08/06/2023	Accept Any comments: Updated 2.0 to reflect this If rejecting DPO recommendations explain why:
10.	Section 2.0. – the Canva website mentions 'AI powered design tools' are used. This needs to be covered more in the 'technology' section of section 2.0. How does this AI technology work and how does it process personal data? The use of AI also needs to be added as a risk to the risk assessment.	08/06/2023	Accept Any comments: Updated 2.0 to reflect this and risk assessment updated to include the risk of using AI powered design tools. If rejecting DPO recommendations explain why:
11.	Section 3.14 – there needs to be more detail here on how the users will be trained on use of Canva, and how to manage data within Canva.	08/06/2023	Accept Any comments: Updated to reflect changes

			If rejecting DPO recommendations explain why:
12.	Section 3.17 – Check with Commercial Legal whether controller/processor contract is required.	08/06/2023	Accept Any comments: We are in contact with commercial legal If rejecting DPO recommendations explain why:
13.	Risk 1 – should be split into two risks. First risk is that Canva will obtain personal data about our staff from third party sources. Second risk is that we do not know what they will do with that data as this is not made clear.	08/06/2023	Accept Any comments: The risk assessment has been considerably revised. If rejecting DPO recommendations explain why:
14.	Risk 2 – mitigations should focus on how ICO will manage access to Canva (see recommendation 9 above). Risks scores should also be higher for this.	08/06/2023	Accept Any comments: The risk assessment has been considerably revised. Risk 2 and section 2 of the DPIA updated with further detail about how access will be managed at the ICO. If rejecting DPO recommendations explain why:
15.	Risk 3 – mitigations need rewriting as it is advised that you complete a Transfer Risk Assessment (TRA) rather than rely on explicit consent for the transfer.	08/06/2023	Accept Any comments:

			<p>Standard data protection clauses into the contract covering how Canva can process the personal data.</p> <p>If rejecting DPO recommendations explain why:</p>
16.	Risk 6 – impact should be higher here		<p>Accept</p> <p>Any comments:</p> <p>Impact score increased from 2 to 3.</p> <p>If rejecting DPO recommendations explain why:</p>
17.	Add an additional risk of personal data being held for longer than necessary by the ICO in Canva (e.g. account information, designs)	08/06/2023	<p>Accept</p> <p>Any comments:</p> <p>Risk 8 updated.</p> <p>If rejecting DPO recommendations explain why:</p>
18.	Add an additional risk that Canva’s processing of web beacons, pixels, and GIFS does not seem to be PECR compliant as it does not give the users the option of opting out of these Cookies Policy (canva.com)	08/06/2023	<p>Reject</p> <p>Any comments:</p> <p>If rejecting DPO recommendations explain why:</p> <p>20/11/2023 –</p> <p>Since this recommendation was made Canva appear to have updated their Cookie control and this now allows for opt out of non essential cookies.</p>

			<p>But first, cookies 🍪</p> <p>We use essential cookies to make Carva work. We'd like to use other cookies to improve and personalise your visit, tailor ads you see from us on Carva and partner sites, and to analyse our website's performance, but only if you accept. Learn more about your choices in our cookie policy.</p> <p>Accept all cookies Manage cookies</p>
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			<p>Manage cookies</p> <p>Cookies and similar technologies collect certain information about how you're using our website. Some of them are essential, and without them you wouldn't be able to use Canva. But others are optional, and you get to choose whether we use them or not.</p> <p>Hungry for more? Read our full Cookie Policy.</p> <p>Accept all Reject all</p> <p>Essential Cookies</p> <p>These cookies are always on, as they're essential for making Canva work, and making it safe. Without these cookies, services you've asked for can't be provided.</p> <p>Show cookie providers ▾</p> <hr/> <p>Functionality Cookies <input checked="" type="checkbox"/></p> <p>These cookies help us provide enhanced functionality and personalisation, and remember your settings. They may be set by us or by third party providers.</p> <p>Show cookie providers ▾</p> <hr/> <p>Performance Cookies <input checked="" type="checkbox"/></p> <p>These cookies help us analyse how many people are using Canva, where they come from and how they're using it. If you opt out of these cookies, we can't get feedback to make Canva better for you and all our users.</p> <p>Show cookie providers ▾</p> <hr/> <p>Targeting Cookies <input checked="" type="checkbox"/></p> <p>These cookies are set by our advertising partners to track your activity and show you relevant Canva ads on other sites as you browse the internet.</p> <p>Show cookie providers ▾</p> <hr/>
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6. Integrate the DPIA outcomes

Guidance Note:

- Completing sections 1 to 5 of your DPIA will have helped you identify a number of key actions that you now **must** take to meet UK GDPR requirements and minimise risks to your data subjects. For example, you may now need to draft a privacy notice for your data subjects; or you could have risk mitigations that you need to go and implement.
- You **should** also consider whether any additional actions are required as a result of any recommendations you received from the DPOs team.
- Use the table below to list the actions you need to take and track your progress with implementation. Most actions will typically need to be completed **before** you can start your processing.

Action	Date for completion	Responsibility for Action	Completed Date
Make required updates to DPIA listed in the recommendations	ASAP	■	20/11/2023
Complete Legitimate Interest Assessment	ASAP	■	20/11/2023
Obtain advice from Commercial Legal about controller/processor contract	ASAP	■	20/11/2023

Complete Transfer Risk Assessment	ASAP	█	20/11/2023
Update Privacy Notice	ASAP	IM&C Service	04/12/2023
Update ROPA	ASAP	IM&C Service	04/12/2023

7. Expected residual risk and sign off by the IAO

Guidance note:

- Summarise the expected residual risk below for the benefit of your IAO. This is any remaining risk **after** you implement all of your mitigation measures and complete all actions. It is never possible to remove all risk so this section shouldn't be omitted or blank.
- If the expected residual risk remains high (i.e. red on the traffic light scoring in the Appendix) then you **must** consult the ICO as the regulator by following the process used by external organisations.

The expected residual risk is assessed as being **medium** to account for some of the profiling activities undertaken by Canva. And the likelihood of data transfer overseas to countries without equivalent data protection laws.

7.1 IAO sign off

Guidance Note:

- Your IAO owns the risks associated with your processing and they have final sign off on your plans. You **must** get your IAO to review the expected residual risk and confirm their acceptance of this risk before you proceed.
- Once your DPIA has been signed off it is complete. You should review it periodically or when there are any changes to your data processing.

IAO (name and role)	Date of sign off
Jen Green, Executive Director of Strategic Planning and Communication	28/11/2023

8. DPIA change history

Guidance note:

- You should track all significant changes to your DPIA by updating the table below.

Version	Date	Author	Change description
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V0.1	April 2023	[Redacted]	First Draft
V0.1	08/06/2023	[Redacted]	Recommendations from DPIA Forum added to section 5 and required actions listed in section 6
V0.1	20/11/2023	[Redacted]	Substantial revisions to DPIA as a result of DPIA forum feedback.
V1.0	28/11/2023	Jen Green	IAO sign off

Appendix 1: Risk Assessment Criteria

The following criteria are aligned with our corporate risk assessment criteria.

Impact

Impact is the consequence of a risk to the rights and freedoms of individuals being realised. Factors to consider include the financial harm or emotional distress that can be expected to occur.

Impact	Scoring criteria
Very low (1)	No discernible impact on individuals.
Low (2)	Individuals may encounter a few minor inconveniences, which they will overcome without any problem (time spent re-entering information, annoyances, irritations, etc).
Medium (3)	Individuals may encounter significant inconveniences, which they will overcome despite a few difficulties (extra costs, denial of access to business services, fear, lack of understanding, stress, minor physical ailments, etc)
High (4)	Individuals may encounter significant consequences, which they should be able to overcome albeit with serious difficulties (misappropriation of funds, blacklisting by financial institutions, property damage, loss of employment, subpoena, worsening of health, etc).
Very high (5)	Individuals which may encounter significant, or even irreversible consequences, which they may not overcome (inability to work, long-term psychological or physical ailments, death, etc.).

Probability

Probability is the likelihood of a risk to the rights and freedoms of individuals being realised. Factors to consider include the expected frequency of occurrence, and the motivation and capability of threat sources (e.g. does the threat require insider knowledge and/or significant technical resources to exploit any vulnerability).

Probability	Scoring criteria
Very low (1)	0-5% - extremely unlikely or improbable For example, the risk has not occurred before or is not expected to occur within the next three years.
Low (2)	6-20% - low but not improbable For example, the risk is expected to occur once a year.
Medium (3)	21-50% - fairly likely to occur For example, the risk is expected to occur several times a year.
High (4)	51-80% - more likely to occur than not For example, the risk is expected to occur once a month.
Very high (5)	81-100% - almost certainly will occur For example, the risk is expected to occur once a week.

Risk level

Risk level is a function of impact and probability and is represented by a RAG rating.

Probability \ Impact	Very low (1)	Low (2)	Medium (3)	High (4)	Very high (5)
Very high (5)	Amber (5)	Amber (10)	Red (15)	Red (20)	Red (25)
High (4)	Green (4)	Amber (8)	Amber (12)	Red (16)	Red (20)
Medium (3)	Green (3)	Amber (6)	Amber (9)	Amber (12)	Red (15)
Low (2)	Green (2)	Green (4)	Amber (6)	Amber (8)	Amber (10)
Very low (1)	Green (1)	Green (2)	Green (3)	Green (4)	Amber (5)

Risk acceptance criteria

These criteria are guidelines only, and any risk treatment decisions should be made on a case-by-case basis. For example, it may be prudent to reduce a low risk because of legal and regulatory requirements.

Risk level	Acceptance criteria
Low (Green)	Within this range risks can be routinely accepted.
Medium (Amber)	Within this range risks can occasionally be accepted but shall be kept under regular review.
High (Red)	Within this range risks shall not be accepted, and immediate action is required to reduce, avoid or transfer the risk.

Appendix 2

Canva for Teams Subscription Service Agreement

This Agreement was last updated on July 26, 2022. 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.

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. 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.

8. BILLING

8.1 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 for 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.

8.2 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 8.1 (“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.

8.3 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.

9. WARRANTIES AND DISCLAIMER

9.1. 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.

9.2. 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.

10. CONFIDENTIALITY

10.1 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.

10.2 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.

10.3 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.

11. INDEMNIFICATION

11.1 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.

11.2 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.

11.3 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.

11.4 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.

11.5 Exclusive Remedies. The provisions of this Section 11 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.

12. LIMITATION OF LIABILITY

12.1 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.

12.2 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.

13. TERM AND TERMINATION

13.1 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.

13.2 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.

13.3 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.

13.4 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.

13.5 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.

14. MISCELLANEOUS

14.1 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.

14.2 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.

14.3 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.

14.4 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.

14.5 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.

14.6 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.

14.7 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.

14.8 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.

14.9 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.

14.10 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.

14.11 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.

14.12 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

14.13 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.

Appendix 3

Data Processing Addendum

See previous versions of this and other policies in our [Policy Archives](#).

This Data Processing Addendum ("**Addendum**") is supplementary to, and forms part of, the terms of use available at <https://www.canva.com/policies/terms-of-use/>, as updated from time to time, or the Canva [Subscription Service Agreement](#) (the "**Agreement**") between **Canva Pty Ltd** (ABN 80 158 929 938) of Level 1, 110 Kippax St, Surry Hills, New South Wales, Australia 2010 or **Canva US, Inc.** with offices at 200 E 6th Street, Austin, TX, USA 78701 (as applicable) ("**Canva**") and the entity or person(s) identified as Customer in the relevant customer account or Order Form referencing this Addendum (as applicable) ("**Customer**"). This Addendum applies where and to the extent that Canva is acting as a Processor or service provider (as applicable) of Personal Data on behalf of Customer under the Agreement. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail to the extent of such conflict.

1. Definitions and Interpretation

In this Addendum, the following terms shall have the following meanings:

(a) "Applicable Privacy Laws" means all worldwide data protection and privacy laws and regulations applicable to the Personal Data in question including,

where applicable: (i) European Privacy Laws; (ii) the Australian Privacy Act 1988 (Cth) ("**Australian Privacy Laws**"); (iii) the New Zealand Privacy Act 2020; (iv) the Philippines Republic Act No. 10173; (v) the Brazilian Data Protection Law (Brazil) No. 13,709/2018 (Portuguese: Lei Geral de Proteção de Dados Pessoais) (the "**LGPD**"); (vi) the California Consumer Privacy Act of 2018 and its regulations (the "**CCPA**"); and (vii) the Virginia Consumer Data Protection Act of 2021 (the "**VCDPA**"); in each case as amended, superseded or replaced from time to time.

(b) "Data Subject" means an identified or identifiable individual whose Personal Data is processed.

(c) "European Privacy Laws" means: (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation) (the "**GDPR**"); (ii) the GDPR as incorporated into United Kingdom domestic law pursuant to Section 3 of the European Union (Withdrawal) Act 2018 (the "**UK GDPR**"); (iii) the Swiss Federal Data Protection Act of 19 June 1992 and its corresponding ordinances (the "**Swiss DPA**"); (iv) EU Directive 2002/58/EC on Privacy and Electronic Communications; and (v) any national law made under or pursuant to items (i) – (iv); in each case as amended, superseded or replaced from time to time.

(d) "Personal Data" means any information relating to an identified or identifiable individual or any other information defined as 'personal data' or 'personal information' under Applicable Privacy Laws.

(e) "Restricted Transfer" means (i) where the EU GDPR applies, a transfer of Personal Data from the EEA to a country outside the EEA which is not subject to an adequacy determination by the European Commission; (ii) where the UK GDPR applies, a transfer of Personal Data from the UK to any other country which is not based on adequacy regulations pursuant to Section 17A of the UK GDPR; and (iii) where the Swiss DPA applies, a transfer of Personal Data to a country outside of Switzerland which is not included on the list of adequate jurisdictions published by the Swiss Federal Data Protection and Information Commissioner.

(f) "SCCs" means the [standard contractual clauses annexed to the European Commission's Decision \(EU\) 2021/914 of 4 June 2021](#), as may be amended, superseded or replaced from time to time.

(g) "UK Addendum" means the International Data Transfer Addendum (version B1.0) issued by the Information Commissioner's Office under s.119(A)

of the UK Data Protection Act 2018, as may be amended, superseded or replaced from time to time.

(h) The terms "**Controller**", "**Processor**", "**Data Subject**" and "**processing**" have the meanings given to them in Applicable Privacy Laws or, if not defined therein, the GDPR (and "**process**", "**processes**" and "**processed**" shall be interpreted accordingly) and the terms "**Business**" and "**Service Provider**" have the meanings given to them in the CCPA.

(i) Any capitalised terms used but not defined in this Addendum shall have the meanings given to them under the Agreement.

2. Processing of Personal Data

2.1 Relationship of the parties: Customer is a Controller or Business (as applicable) of the Personal Data described in **Annex 1.B** (the "**Data**") and Canva shall process the Data solely as a Processor or Service Provider (as applicable) on behalf of Customer. Canva and Customer shall each comply with their respective obligations under Applicable Privacy Laws and further guidance from data protection authorities with respect to such processing. Where the concepts of Controller and Processor are not expressly contemplated by Applicable Privacy Laws, the parties' obligations in connection with this Addendum shall be interpreted under those Applicable Privacy Laws to align as closely as possible with the scope of those roles while still complying fully with those Applicable Privacy Laws.

2.2 Purpose limitation: Canva shall process the Data as necessary to perform its obligations under the Agreement and strictly in accordance with the documented instructions of Customer (the "**Permitted Purpose**"). Canva shall not: (i) retain, use, disclose or otherwise process the Data for any purpose other than the Permitted Purpose (including for its own commercial purpose), except where otherwise required by any law applicable to Canva; or (ii) "sell" the Data within the meaning of the CCPA, VCDPA or otherwise. Canva shall immediately inform Customer if it becomes aware that Customer's processing instructions infringe Applicable Privacy Laws but without obligation to actively monitor Customer's compliance with Applicable Privacy Laws. The parties acknowledge that Customer's transfer of Data to Canva is not a "sale" of Personal Data within the meaning of Applicable Privacy Laws and Canva provides no monetary or other valuable consideration to Customer in exchange for the Data.

2.3 International transfers: To the extent that Canva transfers the Data (or permits the Data to be transferred) to a country other than the country in which the Data was first collected, it shall first take such measures as are necessary to

ensure that the transfer is made in compliance with Applicable Privacy Laws. Such measures may include (without limitation) transferring the Data to a recipient that has executed standard contractual clauses adopted by the European Commission, UK Secretary of State or Information Commissioner's Office or Brazilian Data Protection Authority (as applicable) or transferring the Data to a recipient that has executed a contract with Canva that ensures the Data will be protected to the standard required by Applicable Privacy Laws. Canva will also protect the Data in a way that overall provides comparable safeguards to the country in which the Data was first collected.

2.4 Standard contractual clauses: To the extent that the transfer of Data from Customer to Canva involves a Restricted Transfer, the SCCs shall be incorporated by reference and form an integral part of this Addendum with Customer as "data exporter" and Canva as "data importer". For the purposes of the SCCs: (i) the module two (controller to processor) terms shall apply and the module one, three and four terms shall be deleted in their entirety; (ii) in Clause 9, Option 2 shall apply; (iii) in Clause 11, the optional language shall be deleted; (iv) in Clause 17, Option 1 shall apply and the SCCs shall be governed by Irish law; (v) in Clause 18(b), disputes shall be resolved before the courts of Ireland; (vi) the Annexes of the SCCs shall be populated with the information set out in the Annexes to this DPA; and (vii) if and to the extent the SCCs conflict with any provision of the Agreement (including this DPA), the SCCs shall prevail to the extent of such conflict.

2.4.a. UK transfers: In relation to Data that is protected by the UK GDPR, the SCCs as incorporated under Section 2.4 shall apply with the following modifications: (i) the SCCs shall be amended as specified by the UK Addendum, which shall be incorporated by reference; (ii) Tables 1 to 3 in Part 1 of the UK Addendum shall be deemed completed using the information contained in the Annexes of this DPA; (iii) Table 4 in Part 1 of the UK Addendum shall be deemed completed by selecting "importer"; and (iv) any conflict between the SCCs and the UK Addendum shall be resolved in accordance with Section 10 and Section 11 of the UK Addendum.

2.4.b. Swiss transfers: In relation to Data that is protected by the Swiss DPA, the SCCs as incorporated under Section 2.4 shall apply with the following modifications: (i) references to "Regulation (EU) 2016/679" shall be interpreted as references to the Swiss DPA; (ii) references to "EU," "Union," and "Member State" shall be replaced with "Switzerland"; (iv) references to the "competent supervisory authority" and "competent courts" shall be interpreted as references to the "Swiss Federal Data Protection and Information Commissioner" and the "competent Swiss courts"; and (v) the SCCs shall be

governed by the laws of Switzerland and disputes shall be resolved before the competent Swiss courts.

2.5 Confidentiality of processing: Canva shall ensure that any person that it authorises to process the Data (including Canva's staff, agents and subcontractors) (an "**Authorised Person**") shall be subject to a strict duty of confidentiality (whether a contractual duty or a statutory duty). Canva shall ensure that all Authorised Persons process the Data only as necessary for the Permitted Purpose.

2.6 Security: Canva shall implement appropriate technical and organisational measures to protect the Data from the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, access to the Data (a "**Security Incident**"). At a minimum, such measures shall include the measures identified at the url <https://www.canva.com/policies/technical-and-organisational-measures>. Customer acknowledges that Canva may update or modify the Security Measures from time to time by publishing these at the url <https://www.canva.com/policies/technical-and-organisational-measures>, provided that such updates and modifications do not result in a degradation to the overall level of security.

2.7 Subprocessing: Customer authorises Canva to engage third party Processors ("**Subprocessors**") to process the Data for the Permitted Purpose provided that:

2.7.a Canva provides reasonable prior notice at least 14 days before the proposed addition or replacement of any Subprocessor by posting details at the url <https://www.canva.com/policies/subprocessors>, in order to allow Customer to raise any reasonable objections on grounds of data protection;

2.7.b Canva imposes data protection terms on any Subprocessor it engages that ensure substantially the same standard of protection provided under this Addendum and Canva remains fully liable for any breach of this Addendum caused by an act, error or omission of its Subprocessors.

Canva's current Subprocessors are identified at the url <https://www.canva.com/policies/subprocessors>. For the purposes of Clause 9(c) of the SCCs, Customer acknowledges that Canva may be restricted from disclosing Subprocessor agreements to Customer due to confidentiality obligations. Where Canva cannot disclose a Subprocessor agreement to Customer, Customer shall provide all information (on a confidential basis) it reasonably can in connection with such agreement.

2.8 Cooperation and Data Subjects' rights: Canva shall provide all reasonable and timely assistance to Customer to enable Customer to respond to: (i) any request from a Data Subject to exercise any of its rights under Applicable Privacy Laws (including its rights of access, correction, objection, erasure and data portability, as applicable); and (ii) any other correspondence, enquiry or complaint received from a Data Subject, regulator or other third party in connection with Canva's processing of the Data. In the event that any such request, correspondence, enquiry or complaint is made directly to Canva, Canva shall promptly inform Customer providing full details of the same.

2.9 Data Protection Impact Assessment: Canva shall provide Customer with all such reasonable and timely assistance as Customer may require in order to comply with its obligation under Applicable Privacy Laws to conduct data protection impact assessments and, if necessary, to consult with its relevant data protection authority.

2.10 Security Incidents: Upon becoming aware of a Security Incident, Canva shall inform Customer without undue delay and shall provide all such timely information and cooperation as Customer may reasonably require in order for Customer to fulfil its data breach reporting obligations under (and in accordance with the timescales required by) Applicable Privacy Laws. Canva shall further take all such measures and actions as are reasonably necessary to remedy or mitigate the effects of the Security Incident and keep Customer informed of all material developments in connection with the Security Incident. Customer will not communicate or publish any notice or admission of liability concerning any Security Incident which directly or indirectly identifies Canva (including in any legal proceeding or in any notification to regulatory authorities or affected Data Subjects) without Canva's prior approval, unless Customer is compelled to do so under applicable law. In any event, Customer shall provide Canva with reasonable prior written notice of any such communication or publication.

2.11 Deletion or return of Data: Upon termination or expiry of the Agreement, Canva shall (at Customer's election) destroy or return to Customer all Data (including all copies of the Data) in its possession or control. This requirement shall not apply to the extent that Canva is required by any law to retain some or all of the Data, in which event Canva shall isolate and protect the Data from any further processing except to the extent required by such law until deletion is possible.

2.12 Audit: Customer acknowledges that Canva is regularly audited against ISO 27001 standards by independent third party auditors. Upon request, Canva shall supply a summary copy of its audit report(s) to Customer, which reports shall

be subject to the confidentiality provisions of the Agreement. Canva shall also respond to any written audit questions submitted to it by Customer, provided that Customer shall not exercise this right more than once per year. Customer agrees that Customer shall exercise its rights under Clause 8.9 of the SCCs by instructing Canva to comply with the audit measures described in this Section 2.12.

ANNEXES

ANNEX I. A. LIST OF PARTIES

Data exporter(s):

Name: The entity identified as the "Customer" on the Order Form or the name specified in Customer's account.

Address: The Customer's Billing Address specified on the Order Form or the address specified in Customer's account.

Contact person's name, position and contact details: The Primary Contact Name, Primary Contact Position and Primary Contact Email specified on the Order Form or the contact information specified in a Customer's account.

Activities relevant to the data transferred under these Clauses: The data exporter is a customer of the data importer and utilising the data importer's services on canva.com to create graphics, presentations, posters, documents and other visual content.

Role (controller/processor): Controller

Data importer(s):

Name: The Canva entity identified on the Order Form.

Address: The Canva entity's address specified on the Order Form.

Contact person's name, position and contact details: Head of Privacy and Product Counsel, Jacqueline Davy, legal@canva.com

Representative contact details: (EEA) European Data Protection Office (EDPO), Regus Block 1, Blanchardstown Corporate Park, Ballycoolen Road, Blanchardstown, Dublin, D15 AKK1, Ireland; (UK) European Data Protection

Office UK (EDPO UK), 8 Northumberland Avenue, London WC2N 5BY, United Kingdom.

Activities relevant to the data transferred under these Clauses: The data importer operates a graphic design platform used to create graphics, presentations, posters, documents and other visual content.

Role (controller/processor): Processor

Annex 1.B. DESCRIPTION OF TRANSFER

Categories of data subjects:

- Licensed Users of the Service pursuant to the Agreement between Canva and Customer, which may include Customer's employees, contractors or agents.
- Third party individuals whose information is included in Designs created in the Service by Customer or Licensed Users.

Categories of personal data: The categories of personal data are determined and controlled by Customer in its sole discretion and may include:

- Access credentials of Licensed Users;
- Contact details of Licensed Users (e.g. name, email address, phone number); and
- any other personal data that Customer or Licensed Users include in Designs created in the Service.

Sensitive data transferred (if applicable) and applied restrictions or safeguards:

Any sensitive data included by Customer or Licensed Users in Designs created in the Service, the extent of which is determined and controlled by Customer in its sole discretion. See Annex 2 for applied restrictions and safeguards.

Frequency of the transfer: Continuous

Nature of the processing: Processing of the Customer's and Licensed Users' usernames, passwords and contact details in order to access and manage the Services and upload Designs to the Service.

Purpose(s) of the data transfer and further processing: Provision of the Service pursuant to the Agreement.

Period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: The personal data will be retained until termination or expiry of the Agreement, in accordance with Section 2.11 of this Addendum.

Annex 1.C. COMPETENT SUPERVISORY AUTHORITY

The supervisory authority of the EEA Member State in which Customer is established or, if Customer is not established in the EEA, the EEA Member State in which Customer's representative is established or in which Customer's End Users are predominantly located.

ANNEX 2 - TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Refer to our [Statement of Technical and Organisational Measures](#).

ANNEX 3 – LIST OF SUB-PROCESSORS

The Customer has authorised the use of the sub-processors set out at this url <https://www.canva.com/policies/subprocessors>.

Appendix 4

Privacy Policy

This Privacy Policy was last updated on February 7, 2023. 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, the online and mobile service of Canva Pty Ltd ("Canva," "we," or "us"). Our Privacy Policy explains how we collect, use, disclose, and protect information that applies to our visual communication platform (the "Service"), and your choices about the collection and use of your information. Capitalized terms that are not defined in this Privacy Policy have the meaning given to them in our [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 collects and uses 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 correspond 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, 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, 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

We may receive information about you from third parties. 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.

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 for 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 for Education. We do not serve advertising to students using Canva for 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 analytics data, or use third-party analytics tools, to help us measure traffic and usage trends for the Service. These tools collect information sent by your browser or mobile device, including the pages you visit and other information (please see the paragraph on log file information below) that assists us in improving the Service. For more information on the analytics cookies we use and how to opt out of third-party collection of this information, please see our [Cookies Policy](#).

Summary: We collect certain info about how you use our Service automatically. For more information on how we collect this information from you, please see our Cookies Policy.

(e) Cookies information and information taken from similar technologies

When you visit the Service, we (and our third-party partners) will send cookies — small text files containing a string of alphanumeric characters — to your computer that uniquely identifies 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 for Education: Please note that references to utilizing cookies for advertising in this Section 1(e) do not apply to students using "Canva for Education" - we do not serve advertising to students using Canva for Education.

Summary: We will send cookies to your browser to help you use Canva and for other business purposes. For more information on 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 for Education: Please note that references to advertising in this Section 1(i) do not apply to students using Canva for Education - we do not serve advertising to students using Canva for 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 your Canva account and media you upload for use within it, 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 below:

- **Providing you with the Service:** We use the information that you directly give us to provide the Service to you. This includes allowing you to log in to Canva, operating and maintaining the Service, giving you access to your designs and

billing you for transactions that you make via the Service. We also use information we collect about you automatically to remember information about you so that you will not have to re-enter it during your visit or the next time you visit the site.

- For data analytics: We use information about you to help us improve the Canva Service and our users' experience, including by monitoring aggregate metrics such as total number of visitors, traffic, and demographic patterns.
- For data and predictive analytics: We may analyze content, media uploads and activity in your account (such as designs, photos, videos, audio, and search terms) to provide and customize the Service and to train our algorithms and models using machine learning in order to improve our Service. This is carried out with strict access controls and policies in place to protect your privacy. For certain machine learning projects, where legally required or we believe it is appropriate given the nature of project, we may seek your prior consent. These activities include, but are not limited to:
 - labeling and detecting components in images (e.g., background, eyes) in order to 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")
 - detecting content prohibited by our [Acceptable Use Policy](#) for moderation and security purposes (e.g., pornographic or copyright protected material);
 - translating audio soundtracks;
 - predicting the most relevant subscription or product offerings for a user to tailor communications and advertising;
 - search terms and corresponding search results interaction data to build an algorithm 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.
- To improve the Service: We analyze information about your use of the Service and your content to better understand how users are engaging with our Service and measure the effectiveness of the Service so we can make improvements and develop our services for users.

- 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 for 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 security measures: We use information about you and from within your account to monitor activity that we think is suspicious or potentially fraudulent, and to identify violations of this Privacy Policy or our [Terms of Use](#).
- 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](#) and 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 for Education: Please note that references to advertising in this Section 2 do not apply to students using Canva for Education - we do not serve advertising to students using Canva for Education.

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 third-party service providers for the purpose of providing the Service to you and to facilitate Canva’s legitimate interests. Those service providers will only be provided with access to your information as is reasonably necessary for the purpose that Canva has engaged the service

provider, and we will require that such third parties comply with this Privacy Policy, appropriate data processing terms and any applicable laws.

Some of the third parties with whom Canva may share your personal information are service providers who 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;
- 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 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 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. 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 invitation to view or edit a Canva design:

- 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;
- your name and time of login will become available to any other person that also has edit access to that design, whether or not they are within your Team.

If you do not wish for this to occur, simply [click here](#) and select "Opt out of insights collection" under the Insights section to make your access anonymous.

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 for 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 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

If you access Canva with an email address issued to you by your employer (either a business, non-profit or educational institution), and your employer has established an account with Canva (or is considering doing so), you acknowledge that Canva may share your name, email, and the existence of your Canva account with your employer. If you do not use Canva in connection with your employment and do not wish for this information to be shared with your employer you can opt out at any time by emailing us at privacy@canva.com.

Summary: We might share limited information with your employer.

(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 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. 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. These third-party apps are not controlled by us, and this privacy policy does not cover how third-party apps use your information. You should review the terms and conditions of any third party apps before connecting them to the Service. If you object to information about you being shared with these third parties, do not install the app. 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>.

Summary: We may share your data where you 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 for Education: Please note that this Section 4 does not apply to students using Canva for Education – we do not serve advertising to students using Canva for 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.

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 correct, download or delete the data in your account in Your Account settings;
- 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) 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 in 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 for 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 for 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 for Education: Children who are students may use our [Canva for Education](#) service under the supervision of their teacher. For the purposes of the Canva for 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 for Education by a Teacher or administrator. Canva's collection of student data is authorized by participating teachers and/or 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 for Education service. If a school deletes their Canva for Education account, or requests the deletion of personally identifiable information associated with a student’s account, Canva will direct these services to delete any such information they hold:

Provider (Purpose)

- 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)

- SheerID (teacher verification)
- Slack (platform support)
- Snowflake (data storage)
- Zendesk (user support)

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 for Education account, we will delete all student accounts associated with that school.

Educational institutions will have direct control of student data at all times. If a school wishes to inspect, review, amend or delete data we have collected from a student, they may submit an authorised request to privacy@canva.com or to any of the contact details provided in section 15 below. Such a request must come from the email address that owns or is the Team Owner of the Canva for Education account. To protect children's privacy and security, we will take reasonable steps to help verify the school's identity before granting access to any personal information.

If you are part of a Canva for 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 for Education account are private by default so that only people specifically added to the design can access it. 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 for Education has been certified compliant with the Children's Online Privacy Protection Act (COPPA) and the Family Educational Rights and Privacy Act (FERPA) by [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 15 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 and providing you with access to your designs.

- **Legitimate interests:** Our legitimate interests include providing a useful and customized Service, obtaining payment for our Service (if applicable), 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. We do not rely on this lawful basis where our legitimate interest is overridden by your interest in protecting your data.
- **Consent:** You consent to us or have a reasonable expectation of us using your information in a certain way – for example, to hear about new features or offers.
- **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 account 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 provider that is not located in Europe, and is not in a country that benefits from an adequacy decision by the European Commission, we will require those third-party providers to enter into an agreement that provides appropriate safeguards for your information, including by using the EU Model Clauses 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. California and Virginia user requests

Californian users of Canva have additional rights afforded to them under the California Consumer Privacy Act (CCPA) and California Privacy Rights Act (CPRA, effective 1 January 2023).

Virginian users of Canva also have additional rights afforded to them under the Virginia Consumer Data Protection Act (VCDPA, effective 1 January 2023).

The CCPA, CPRA and VCDPA give resident users various rights with respect to the personal information we collect, including the right to (subject to certain limitations):

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

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."

Exercising your rights

California and Virginia users 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. Virginia users may appeal a refusal to take action on a request by contacting us at privacy@canva.com.

Californian and Virginian users may opt out of the “selling or sharing” of your personal information, which in this case would also include us providing your employer with information confirming whether or not you use Canva with their email domain, as described in Section 3(d) and the third party advertising as described in Section 4. 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 for Education: We do not sell or share personal information of students using Canva for Education.

Summary: These US 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 for Education: If we make any material changes to the way we collect, use, store and/or share personal information about children using Canva for 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 Regus Block 1, Blanchardstown Corporate Park, Ballycoolen Road, Blanchardstown, Dublin, D15 AKK1, 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/>.

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

Appendix 5

Transfer Risk Assessment Conclusion

Decision point A (select relevant option):

Based on your assessment in Table 2, the level of risk to people in the categories of personal information you are transferring is:

1. All the categories of personal information we are transferring are a **low harm risk**.

Next step: You may proceed with the restricted transfer. This is because no matter what the response might be to the next questions, the nature of the personal information and the circumstances of the transfer means the risk of harm to people is low. You can record this as the final decision for your TRA.

Full TRA:

