AI Product Terms

These terms apply to your use of AI-powered products and tools within Canva (Magic Studio™), including, but not limited to, Magic Media __™____, Magic Write™____, Magic Edit ___, Magic Design™____, Magic Switch™, Magic Grab™, Magic Morph™, Magic Expand™, Magic Eraser, Magic Animate™, Background Remover____, Translate ____ and Canva's AI-powered assistant (AI Products). We reserve the right to update these terms from time to time.

Be a good human

Please be a good human when using AI Products and don't use them to create any harmful content. We will not allow any use of AI Products that violates these terms or Canva's <u>Acceptable Use Policy</u>, and we may suspend or terminate your account if we find that you are using it in this way.

In addition to the matters listed in our <u>Acceptable Use Policy</u>, it is prohibited to use AI Products to:

- Mislead anyone that the content generated by AI Products is human-generated;
- Provide medical advice or any content regarding the treatment, prevention, diagnosis or transmission of diseases;
- Provide legal or financial advice;
- Generate contracts or legally binding obligations;
- Generate political content including for dissemination in electoral campaigns;
- Generate source code;
- Generate spam, ransomware, keyloggers, viruses or other software;
- Generate nudity or shocking content including obscene gestures, bodily fluids or other profane subjects;
- Generate or disseminate information to be used for the administration of justice or other legal purposes;
- Implement fully-automated decision making.

Legal notice

You are responsible for any text you type in, or images or other content you upload, to AI Products (**Input**) as well as the resulting material you generate, such as images or text (**Output**). You are responsible for ensuring that your Input and

Output complies with these terms and our <u>Acceptable Use Policy</u> before using or sharing it. You agree that you will not include any sensitive personal data (including data that reveals racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, health data or data concerning your sex life or sexual orientation) in any Input to AI Products.

As between you and Canva, to the extent permitted by law and subject to the terms of the agreement that governs your use of Canva, you own your Input and Output and instruct and give Canva the right to host and use your Input and Output on our platform. Canva will not make any copyright ownership claim over your Input or Output.

You may use your Output for any legal purpose, provided that you comply with these terms and that you accept that any such use is at your own risk.

When using Output in your Canva designs, we ask that you let viewers of your designs know that the content is AI-generated.

In the event that any of your Input or Output is alleged to be unlawful or otherwise in breach of these terms, you acknowledge that Canva may disclose such content to law enforcement or other governmental authorities, or in response to a court order.

Canva may impose limits on the number of Outputs you can create with AI Products. You will be notified when you have reached the maximum number of Outputs for your account. Some AI Products are not available in all languages.

Sharing & publication policy

Social media, livestreaming and demonstrations

Posting your own prompts and content to social media is generally permissible, as is live-streaming or demonstrating AI Products to others, as long as you:

- Manually review each Output before sharing or while streaming;
- Attribute the content to your name or your company;
- Indicate that the content is AI-generated in a way no user could reasonably miss or misunderstand;
- Do not share content that violates these terms, or that may offend others (including when you are taking audience requests for prompts).

Content co-authored with AI Products

You may publish first-party written content (e.g., a book) created in part with AI Products under the following conditions:

- The published content is attributed to your name or company;
- The role of AI in formulating the content is clearly disclosed in a way that no reader could possibly miss, and that a typical reader would find sufficiently easy to understand;
- The content does not violate our Acceptable Use Policy or these terms;
- You refrain from sharing outputs that may offend others.

For instance, you must detail in a foreword or introduction (or some place similar) the relative roles of drafting, editing, etc between you and the AI Products. You should not represent AI-generated content as being wholly generated by you, and you must take ultimate responsibility for the content being published.

Disclaimer

The Output of AI Products is generated by artificial intelligence. Canva has not verified the accuracy of the Output and it does not represent Canva's views.

Canva makes no warranty or guarantee as to the accuracy, completeness or reliability of the Output and does not accept any liability or responsibility arising in any way from your use of the Output or any omissions or errors contained in the Output. We recommend that you obtain professional and independent advice before you act on any advice contained in the Output, or rely on the accuracy of the Output.

Technology partners

Canva uses technology provided by third party service providers to provide some of our AI Products. You acknowledge that any Input you provide, including any personal data you choose to include within that Input, will be shared with third party service providers we engage to enable functionality within the Service. By using the AI Products, you direct and consent to personal data you include in an Input being transferred to third parties, including OpenAI, LLC. in the United States, which depending on where you reside, may not provide the same level of protection for your personal data.

Subject to your Privacy Settings, we may also share your data with select third party service providers we engage to enable functionality within the Service and they may also use your data to improve their services. This may include any personal data you choose to include within such Input and you acknowledge that our Privacy Policy applies to the handling of such personal data.

Feedback

We welcome feedback on our AI Products. You can use the report button, or <u>get in touch with our Support team</u> to provide feedback at any time.