

Beta Services Terms

1. **Your access to the Beta Services:** These terms govern your access to and use of certain of Canva's beta, experimental product features and services, including our CanvaAI assistant ("Beta Services"). In consideration of Canva providing access to the Beta Services, you confirm that you have read, understood, and agree to these terms as governed by the laws of New South Wales, Australia.
2. **Term:** These terms take effect when you click "accept" and continue in full force and effect while we make the Beta Services available to you. You can leave the Beta at any time by going to your Canva account privacy settings page, and turning off the CanvaAI Beta toggle setting. Canva may withdraw the Beta Services or remove your access to the Beta Services at any time within its sole discretion with no notice to you.
3. **Beta Services Data:** We may collect data directly from you or indirectly through your use of the Beta Services, including without limitation: a) any text you type in, or images or other content you input or upload to the Beta Services ("Input"); b) the resulting material you generate with the Beta Services, such as images or text ("Output"); c) your feedback; and d) information about your interactions with the Beta Services including analytics and logs (collectively, "Beta Services Data"). You are responsible for all Input and represent and warrant that you have all rights, licenses, and permissions required to provide Input to the Beta Services. You agree that you will not include any sensitive data in your Inputs. You are solely responsible for all use of the Outputs and evaluating the Output for accuracy and appropriateness for your use case.
4. **Use of Beta Services Data:** We will collect and use the Beta Services Data to: a) understand how you interact with the Beta Services; b) design, research, develop, build and improve current and future products and services (not limited to the Beta Services); c) develop internal materials; and d) develop, train, test, evaluate and fine-tune our machine learning models ("Beta Services Data Purpose"). Beta Services Data may be viewed and accessed by Canva staff to evaluate the performance of the Beta Services. You acknowledge and agree that your AI consent settings in your Account Settings do not apply to the Beta Services Data. Any comments or suggestions about how to improve the Beta Services may be used by us without restriction to develop or improve our current or future products or services with no payment to you, however Canva has no obligation to use these.
5. **Intellectual Property:**
 - a. **Beta Services:** Canva owns all rights or holds all licenses in the Beta Services.
 - b. **Beta Services Data (excluding Input and Output):** You hereby assign to Canva all right and title in the Beta Services Data (excluding Inputs and Outputs), and agree that all rights in the Beta Services Data (excluding Inputs and Outputs) will at all times vest, or remain vested with us. We may require that you complete additional paperwork to effect the transfer of your intellectual property rights to us, and you agree to sign such form and do all things necessary or desirable to assure our title to such intellectual property.
 - c. **Input and Output:** You retain ownership of your Inputs and Outputs to the extent permitted by law. Canva does not claim any copyright ownership over your Inputs or Outputs. You may use your Outputs for any legal purpose, provided that you comply with these terms and that you accept that any such use is at your own risk. You grant to Canva a perpetual, non-exclusive, royalty-free, worldwide, irrevocable license to host and use your Inputs and Outputs for the Beta Services Data Purpose.
 - d. **Your other intellectual property rights:** Nothing in these terms changes the intellectual property rights that you otherwise have in your designs or content on Canva as set out in our [Terms of Use](#).

6. **Communication:** Canva will communicate with you in relation to this Beta. Canva may also communicate with you about participating in future betas.
7. **Warranty Disclaimer:** The Beta Services are provided as a “beta service”, and are provided on an “as is” and “as available” basis without warranties of any kind, whether express, implied, or statutory, including without limitation any warranties of title, non-infringement, merchantability or fitness for a particular purpose.
8. **Additional Disclaimers:** Canva makes no representations or warranties for Beta Services, including any warranty that Beta Services will be generally available, uninterrupted or error-free, or that Beta Services Data will be secure or not lost or damaged. Canva Shield Indemnity and any other Canva indemnities do not apply to your use of the Beta Services under these terms.
9. **Additional Terms:** The following provisions of Canva’s [Terms of Use](#) are incorporated into these terms: Section 2 (Using the Service), Section 3 (Security and Data Privacy) and Section 14 (Limitation of Liability).
- 10. Dispute Resolution:**
 - a. If you have a dispute arising out of these terms, contact us [here](#) first and we’ll attempt to work with you to resolve the dispute.
 - b. In the event that we’re unable to resolve a dispute directly, you and Canva each agree to resolve any claim, dispute, or controversy (excluding any Canva claims for injunctive or other equitable relief) arising out of or in connection with these Terms and/or the Service (collectively, “Claims”), by binding arbitration by the American Arbitration Association (“AAA”) under the Consumer Arbitration Rules then in effect for the AAA, except as provided herein. The arbitration will be conducted through videoconferencing or at an agreed location reasonably convenient to both parties. Each party will be responsible for paying any AAA filing, administrative and arbitrator fees in accordance with AAA rules. The award rendered by the arbitrator may include costs of arbitration, reasonable attorneys’ fees and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall prevent either party from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of that party’s data security, Intellectual Property Rights, or other proprietary rights. All Claims must be brought in the parties’ individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Unless Canva agrees otherwise, the arbitrator may not consolidate more than one person’s claims. The place of the Arbitration shall be New South Wales, Australia. The arbitration shall be governed by the laws of the State of New South Wales, Australia. Except as may be required by law, neither a party nor the arbitrator(s) may disclose the existence, content or results of any arbitration without the prior written consent of both parties, unless to protect or pursue a legal right.
 - c. You agree that, by entering into this agreement, you and Canva are each waiving the right to a trial by jury or to participate in a class action.
 - d. You and Canva each agree that any Claim filed with a court shall be filed in the courts of New South Wales, Australia.
11. **Entire Agreement:** These terms constitute the entire agreement between you and Canva solely with respect to the Beta Services and supersedes any prior or contemporaneous agreements. In the event these terms conflict with any other agreement, these terms control.
12. **General:** Nothing in these terms are intended to create a partnership, joint venture or agency relationship. These terms are governed by the laws of New South Wales, Australia.