

This Agent Platform Appropriate Use Policy (“AP-AUP”) applies to the Customer’s access to and use of the Agent Platform (also currently known as OPAL) and describes the types of activities that are not permitted in connection with the Use of that Software Service.

1. PURPOSE AND BACKGROUND. This AP-AUP applies to the Customer’s Use of the Agent Platform. This AP-AUP is an Optimizely Policy and is a description of the types of activities that are not permitted in connection with the Use of the Agent Platform, including with respect to any associated Underlying Services¹. Capitalized terms not defined in this AP-AUP have the meanings given to them in the GTC, or otherwise in the Agreement.
2. APPLICATION. This AP-AUP applies to all Authorized Users. Customer is responsible for violations by its Authorized Users.
3. Software Service Appropriate Use Policy. The Software Service AUP (“SS-AUP”) also applies to all Use of the Agent Platform.
4. AI FEATURES AND TOOLS. Customer will use AI features responsibly and lawfully, and will not use AI Content to: (i) promote illegal or fraudulent activities; (ii) generate violent, explicit, demeaning, or hateful content; (iii) attempt unauthorized system access; (iv) distribute malware or spam; (v) track people without consent; (vi) contravene regulatory safety practices; (vii) impersonate any individual; or (viii) mine cryptocurrency; or use AI features to develop other AI services without Optimizely’s permission. AI Content means Input (prompts, instructions, and files) and Output (generated responses).
5. AGENT PLATFORM (OPAL). Customer must not Use the Agent Platform, nor permit or allow any Agent to access (or attempt to access) Optimizely Confidential Information, any other customer’s data, or to interfere with Optimizely’s operations or other customers’ use of Agent Platform. Agents means Agents and other tools (including workflows). Customer must ensure its Use of the Agent Platform complies with the Documentation, the SS-AUP, this AP-AUP, and applicable law.
6. CUSTOMER AGENTS’ VIRTUAL USERS. Customer shall not create, deploy, or permit any Customer Agent to: (i) circumvent rate limits, authentication, security controls, billing meters, or usage caps; (ii) generate, transmit, or store content violating the Customer Acceptable Use Policy or applicable law; (iii) reverse engineer, scrape, or extract Optimizely Software, models, weights, embeddings, prompts, or other Optimizely Confidential Information; (iv) act as an unauthorized Sub-processor or transfer Customer Data outside the permissions in the Software Service subscription agreement (“Your Agreement”), including any incorporated data protection agreement; (v) impersonate Optimizely, or any Optimizely director, officer or other employee; (vi) without appropriate authority, impersonate any other customer (or any of their Authorized Users), (vii) without appropriate authority, impersonate any other person, alive or dead; (viii) recursively spawn or chain sub-Agents imposing disproportionate load on the Agent Platform, or any Software Service; or (ix) take any action that, if taken by a human Authorized User, would breach this Agreement. Customer must ensure every Customer Agent complies with the Documentation, the SS-AUP, this AP-AUP, and applicable law.

Customer Agent means any autonomous, semi-autonomous, or programmatic software actor — including any AI agent, bot, virtual assistant, scripted workflow, orchestration node, sub-agent, retrieval-augmented system, tool-using model, or service account — that Customer (or any of its Authorized Users) creates, configures, deploys, instructs, orchestrates, chains, fine-tunes, or otherwise enables to interact with the Optimizely agent-orchestration platform or any other Software Service, whether such Agent is hosted on the agent-orchestration platform, on Customer infrastructure, on a Third-Party Platform, or elsewhere.

7. ILLEGAL CONDUCT. Customer must not, and must not permit any Authorized User, Customer Agent, or any other person Using the Agent Platform to, employ the Agent Platform, any Agent, AI Content, or Output to plan, prepare, attempt, support, facilitate, conceal, or carry out any conduct that is unlawful under any applicable law, including: (i) fraud, deception, forgery, money laundering, sanctions evasion, tax evasion, bribery, or other corrupt practices; (ii) infringement or misappropriation of intellectual property, trade secrets, or confidential information; (iii) unauthorized collection, processing, sharing, or sale of personal data or any other breach of applicable privacy, data-protection, or electronic-communications laws; (iv) unauthorized access to, interference with, or compromise of any computer system, network, account, device, or data (including hacking, credential stuffing, denial-of-service, the development, distribution, or deployment of malware, ransomware, or spyware, or any breach of computer-misuse, cybersecurity, or anti-circumvention laws); (v) modern slavery, human trafficking, forced labor, or child labor; (vi) unlawful sale, supply, distribution, or marketing of regulated, restricted, or prohibited goods or services (including firearms, ammunition, explosives, controlled substances, prescription medicines, gambling services, or age-restricted products) where the relevant licenses, consents, or authorizations are not held; (vii) breach of applicable export controls, trade sanctions, or arms-control regimes; or (viii) any other activity that constitutes a criminal offense, regulatory breach, or actionable civil wrong in any jurisdiction

¹ Underlying Service is reference to Third-Party hosting infrastructure (and associated services), Third-Party networks and Third-Party content providers (collectively, the Underlying Service Providers).

where the Agent Platform is Used or where its outputs have effect. Customer is responsible for determining the legality of its Use of the Agent Platform, in each relevant jurisdiction.

8. INAPPROPRIATE CONDUCT. Customer must not, and must not permit any Authorized User, Customer Agent, or other person Using the Agent Platform to, generate, store, transmit, publish, or otherwise process through the Agent Platform any content or activity that, although not necessarily unlawful in every jurisdiction, Optimizely reasonably considers inappropriate, including: (i) child sexual abuse material or any content that sexualizes, grooms, endangers, or exploits minors, or uses a minor's likeness in a sexual or harmful manner; (ii) non-consensual intimate imagery, sexual deepfakes, or sexually explicit content depicting any identifiable individual without verifiable, informed consent; (iii) harassment, bullying, stalking, doxxing, hate speech, or targeted abuse on the basis of any protected or sensitive characteristic (including race, ethnicity, religion, gender, gender identity, sexual orientation, disability, age, or immigration status); (iv) content that encourages, glorifies, or instructs self-harm, suicide, eating disorders, or other self-injurious behavior; (v) graphic violence, gore, torture, cruelty to humans or animals, or content created principally to shock or degrade; (vi) misleading or deceptive content presented as authentic, including undisclosed synthetic or AI-generated media, impersonation of real persons, fake reviews, and content designed to manipulate elections, public-health responses, or other civic processes; (vii) defamatory, scandalous, or gratuitously obscene material; (viii) content exploiting cognitive biases, vulnerabilities, or addictions of end users (including dark patterns or manipulative persuasion targeted at minors or other vulnerable groups); and (ix) any other Use reasonably likely to bring Optimizely, the Agent Platform, or any Software Service into disrepute. Optimizely's determination under this clause is final, acting reasonably.

9. PREPARATORY ACTS – TERRORISM, CIVIL UNREST, REVOLUTION OR WAR. Customer must not, and must not permit any Authorized User, Customer Agent, or other person Using the Agent Platform to, Use the Agent Platform, any Agent, AI Content, or Output to take any preparatory, supporting, facilitating, or operational step in relation to: (i) terrorism or violent extremism, including financing, recruiting, training, inciting, glorifying, or materially supporting any act of terrorism or any designated, sanctioned, or proscribed terrorist organization; (ii) civil unrest, riot, insurrection, sedition, mutiny, or coup, including organizing, mobilizing, directing, equipping, or financing any group seeking to incite mass disorder, overthrow lawful government, or unlawfully obstruct state authority or essential public services; (iii) revolution, armed rebellion, paramilitary activity, or the unlawful seizure of territory, critical infrastructure, or public institutions; (iv) acts of war or hostile military or paramilitary operations, including the design, development, targeting, or deployment of weapons (including conventional, chemical, biological, radiological, nuclear, autonomous, drone, or cyber weapons), the planning of attacks on civilian or military targets, hostile influence or disinformation operations, or the evasion of sanctions, export controls, or arms-control regimes; and (v) the radicalization, recruitment, indoctrination, or operational tasking of persons in furtherance of the foregoing. This clause applies to merely preparatory or inchoate acts, regardless of whether any unlawful act is attempted or completed, and notwithstanding any claim of academic, research, journalistic, satirical, training, "red-team," or other ostensibly legitimate purpose; any genuine policy, defense, security-research, or academic Use in these areas requires Optimizely's prior written approval and may be subject to additional contractual, security, and export-control controls.

10. OUTPUTS; NO RELIANCE. Outputs of Agents are not Optimizely Materials, are not endorsed or warranted by Optimizely, and may contain errors, hallucinations, biased or harmful content. Customer is responsible for evaluating, validating, filtering, and human-reviewing Customer Agent outputs before any use, distribution, or reliance, particularly in regulated, high-risk, safety-critical, or consequential contexts.

11. SUSPECTED VIOLATIONS. Suspension and Throttling. Optimizely may, with reasonably practicable notice (or without notice where required to protect the Agent Platform, other Software Service, or another customer), suspend, throttle, isolate, quarantine, revoke credentials of, or terminate Use of any Agent Optimizely reasonably believes such Use to be causing any or about to cause harm, breach of this Agreement, or material disruption of the Agent Platform, or any other Software Service.

12. LAWFUL DISCLOSURE. Optimizely reserves the right at all times to disclose any information as Optimizely deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Optimizely's sole discretion.

13. UPDATES. AP-AUP updates will be communicated to Customer through the Agent Platform, in Documentation, or in [World](#).

14. CONFIRMATION. Customer Use of the Agent Platform confirms Customer's agreement with the most current version of both this AP-AUP, and the SS-AUP.