

OptigoVN Fair Use Policy

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This Fair Use Policy explains what "reasonable use" of OptigoVN looks like. It's written in plain language so anyone using the product can understand it. This policy is part of the [OptigoVN Terms and Conditions](#), and by using OptigoVN you agree to it.

Why this policy exists

OptigoVN includes things like unlimited user seats and unlimited networks, with no per-user fees. We offer it that way because we want your whole team to actually use the tool without worrying about a bill going up every time you add someone. "Unlimited" only works if everyone uses it the way it's intended: for monitoring and troubleshooting the BACnet networks you're responsible for, on the plan that matches who's actually using it — not as a workaround for something else, like giving away real access to people outside your organization under a plan that isn't priced for that, or running automated processes that have nothing to do with your buildings.

This isn't about nickel-and-diming normal use. It's about keeping the product fast, secure, and fairly priced for everyone by drawing a line around the small number of uses that would abuse it.

1. Who this applies to

Anyone with an OptigoVN account or access to a shared OptigoVN network — your team, contractors, integrators, and any guest you invite in.

2. Uploading data

You can upload network capture files, connect the Optigo Capture Tool or Niagara driver, or use the API to send data automatically. Fair use means:

- Only upload data from networks you own, manage, or are otherwise authorized to monitor. If you're an integrator or contractor uploading data from a building you don't own, by uploading it you're confirming you have all the necessary rights, releases, and permissions to provide that data — this is also a warranty you're making under the Terms and Conditions (§5.3), not just a fair-use guideline.
- If you're monitoring OT Networks at buildings you don't own or manage, make sure your account is set to User Type (Third-Party Service Provider) rather than left on the default. OptigoVN accounts default to User Type (Building Owner or Facilities Management Company), which only licenses you to use the Service for locations you own or manage — if that's not changed, monitoring a client's building falls outside what your account is actually licensed for, regardless of authorization or intent.

- Don't upload personally identifiable information. This isn't a fair-use judgment call — it's a flat rule under the Terms and Conditions and EULA regardless of volume or intent, so if a capture file or export might contain PII (for example, device names or metadata that identify a specific person), don't upload it.
- Don't upload files designed to exploit, crash, or probe the platform itself (as opposed to your BACnet network) — malformed files, malware, or anything not meant for legitimate diagnostic purposes.
- Keep upload frequency and file volume in line with normal monitoring and troubleshooting. Automated or scheduled uploads (via the API or Capture Tool) are expected and fine; uploads at a volume or frequency clearly disconnected from actual building operations are not.

3. The AI Assistant

OptigoVN includes an AI assistant that works with your account's data — it can summarize results, propose improvements, draft communications, and help you understand plan and purchase options in the app. Every query has a real cost to us, and that cost is part of what your subscription covers. Fair use means:

- Use it for what it's for: working with *your* OptigoVN data and account. It's not a general-purpose chatbot, and using it as one (questions unrelated to your networks, account, or building operations) is outside normal use.
- Keep usage in line with what a person actually working with their network would generate. Scripting or automating calls to the assistant at a volume no human user would produce — separate from just being an active, heavy user — isn't fair use, the same way it wouldn't be for any other included feature.
- Don't try to manipulate, prompt-inject, or trick the assistant into revealing other customers' data, internal system information, or pricing/discounts/contract terms you haven't actually agreed to. Anything it tells you about plans or purchases is informational — the actual transaction still goes through official channels.
- Treat what it produces as a draft, not a finished product. If it proposes a change to your network setup, drafts a message to a tenant or building owner, or summarizes a diagnostic result, review it before you act on it or send it — especially anything safety-, compliance-, or reputation-sensitive. You're responsible for what you do with its output, the same as with any tool that assists but doesn't replace your judgment.
- The abuse cases in §6 still apply here — automated querying at a volume designed to extract, replicate, or reverse-engineer the assistant itself is a security issue on top of a fair-use one.

4. User Type, unlimited seats, and networks

Your account has a User Type, which determines whose buildings you're licensed to use OptigoVN for. User Type (Building Owner or Facilities Management Company) means you're using it for locations you own or manage yourself. User Type (Third-Party Service Provider)

means you're using it for locations you neither own nor manage — the normal case for an integrator or contractor. (See §2 — this is a licensing scope question, not just a fair-use one.)

Pricing follows the same line: the Building Owner/Facilities Management tier is priced for internal use, where everyone on the account is part of your own organization; the Third-Party Service Provider tier costs more and is what allows external sharing — genuinely inviting the actual building owner, or another outside party, in as a real user. "Unlimited seats" applies within either tier; which tier you need depends on whose buildings you're monitoring and who needs access, not how many people.

We check the "who's actually using this" side of that by email domain: an account on the internal-use tier expects everyone on it to share your organization's email domain. Fair use means not working around that check to get external-sharing functionality without the tier that covers it — for example, setting a building owner or outside contractor up with an email address under your own domain (or anything else designed to make an outside user look internal) specifically so they can access OptigoVN without upgrading. The test isn't really the email domain itself — it's whether the person using the account is genuinely part of your organization. If they're not, and they have real ongoing access, that's external sharing, regardless of what email address makes the check pass.

A few other things "unlimited" doesn't cover:

- Reselling, sub-licensing, or otherwise offering OptigoVN access as your own product or service to third parties who aren't part of your project.
- Splitting a real, single network into multiple smaller ones, or creating accounts or networks that don't correspond to real buildings, teams, or projects, in order to work around device-block licensing.
- Sharing a single login across a large, uncoordinated group instead of inviting people as their own users (which is free and unlimited within your plan anyway, so there's no reason to do this).
- If we offer a free trial, using multiple accounts, buildings, or sign-ups to extend or duplicate trial access beyond what's intended for a single organization.

5. Automated and programmatic use (API)

The API is there for scheduled uploads, integrations, and automation tied to your real monitoring needs. Fair use means keeping automated calls proportionate to that purpose, and not using the API to load-test, scrape, or probe the platform itself. Any scripted or bulk access to OptigoVN needs to go through the documented API — not automation scripted against the web app directly, and not undocumented or reverse-engineered endpoints. The API is built to be automated against; the web app isn't.

6. Conduct terms

Regardless of volume or intent, you may not:

- **Bypass the documented API for automated access.** Scripted, automated, or bulk use of OptigoVN needs to go through the API as documented — see §5.
- **Share or resell access beyond your licensed users.** No reselling, sub-licensing, or letting people outside your plan's coverage use your account — see §4.
- **Use OptigoVN's outputs to build a competing product.** That includes using AI Assistant responses, or data and diagnostics generated by the platform, to train, fine-tune, or benchmark a competing model or service.
- **Generate artificial usage.** We judge this by whether activity is actually tied to real monitoring or troubleshooting work, not a fixed number: usage that materially and repeatedly exceeds what's typical for accounts of similar size falls outside fair use.
- **Run security testing against OptigoVN without coordinating with us first** (vulnerability scans, penetration tests, and the like) — ask before you start, using the contact in §8. Unauthorized testing can look identical to an actual attack from our side, and we'd rather coordinate than react.
- Use OptigoVN for anything illegal, or to store or transmit data you're not authorized to handle.
- Attempt to gain access to another customer's data or accounts.
- Interfere with or disrupt the service for other customers (e.g., denial-of-service activity).
- Circumvent licensing, metering, or access controls.

7. What happens if usage falls outside this policy

Most of the time, this is a conversation, not a shutdown. If we notice usage that looks like it's outside this policy, we'll reach out to understand what's going on and work with you to fix it. We reserve the right to throttle, suspend, or (for serious or repeated violations) terminate access if usage isn't brought back in line — but that's the last step, not the first.

8. Questions

If you're not sure whether something you're planning fits within this policy — including coordinating security testing under §6 — ask before you do it: support@optigo.net. We'd much rather answer a question upfront than deal with a problem after the fact.

This Fair Use Policy is part of the OptigoVN Terms and Conditions. If anything here conflicts with the Terms and Conditions, the Terms and Conditions control. We may update this policy the same way we update the Terms and Conditions generally — by posting the revised version, with

notice and a right to terminate for changes that materially limit your rights or increase your obligations, as described in the Terms and Conditions.