

Vaipm Terms of Service

Version 2.1 | Effective: July 2, 2026 | Classification: Public

1. Applicability and Acceptance

- (1) These Terms of Service (the “Terms”) apply to the Vaipm service (the “Service”) provided by Vaigate, Inc. (hereinafter “Vaigate” or “we”).
- (2) By registering an account, executing an order form, purchasing via invoice, or otherwise subscribing to the Service, the Customer agrees to these Terms.
- (3) The Service is intended for businesses and organizations. The person accepting these Terms on behalf of the Customer represents and warrants that they have the authority to bind the Customer.

2. Service Overview

- (1) Vaipm is an AI perception monitoring service that continuously measures how major generative AI platforms describe, recommend, and compare an organization’s brands, products, and services, and analyzes alignment with official information.
- (2) Vaipm measures and analyzes AI perception; it does not directly modify, manipulate, circumvent, or improperly influence the outputs of third-party AI models.
- (3) We will use commercially reasonable efforts to maintain Service availability but do not guarantee 100% uptime. Unless separately agreed, no uptime SLA or service credits apply.

3. Account

- (1) The Customer is responsible for providing accurate and current information and for maintaining the security of account credentials.
- (2) The Customer shall promptly notify Vaigate of any unauthorized use or compromise of account credentials.

4. Fees and Payment

- (1) Service fees are based on the number of Tracks and payment pattern (monthly / annual with monthly payments / annual lump sum) selected by the Customer, as specified on the website or in an individual quotation.
- (2) Payment may be made by invoice (bank transfer) or credit card. Credit card information is processed by Stripe, Inc.; Vaigate does not store complete card numbers.
- (3) Payment is due in advance on the first day of each contract period.
- (4) Fees are exclusive of applicable taxes. Taxes required by law are the Customer’s responsibility.
- (5) Vaigate may revise fees with at least 30 days’ prior notice. If the Customer does not agree, the Customer may terminate within the notice period.
- (6) If payment is overdue by 30 days or more, Vaigate may suspend or terminate the Service.

(7) Refund Policy

Where Try Vaipm screening is available, Customers are encouraged to review screening results before purchase. Where purchase occurs via waitlist, direct sales, or without prior screening, the Customer acknowledges that limitations in analysis scope may exist. Refunds are not available for limitations arising from the nature of the analysis target, including insufficient AI awareness, same-name entity confusion, or limited official website content.

5. Customer Obligations

- (1) The Customer warrants that it has the right to designate official website URLs for crawling and authorizes such crawling.
- (2) The Customer shall not designate websites not under the Customer's control, login-protected pages, or access-restricted pages as crawl targets without Vaigate's explicit consent. This does not restrict competitor comparison based on public information or analysis of third-party names appearing in AI responses.
- (3) The Customer shall not, without Vaigate's prior written consent, input sensitive personal information, government-issued IDs, financial account numbers, or other high-risk information unnecessary for the Service as Track targets, Track settings, custom questions, or other inputs into the Service.
- (4) The Customer authorizes Vaigate to send queries, analysis target names, competitor names, AI responses, official site text, analysis results, translation text, and other necessary information to external AI APIs for Service delivery. Such information may include personal data depending on Track settings, custom questions, analysis targets, or public information. Details are set forth in the DPA and Privacy Policy.

6. Prohibited Activities

The Customer shall not:

- (1) Designate third-party websites as crawl targets without authorization
- (2) Decompile, reverse-engineer, or analyze the source code of the Service
- (3) Circumvent or disable security features of the Service
- (4) Intentionally falsify analysis results when presenting to third parties. When disclosing results externally, the Customer shall not unduly omit or distort the analysis date, scope, limitations, and disclaimers
- (5) Use Vaigate's name, logo, or trademarks without Vaigate's prior written approval
- (6) Use the Service to automate decisions that materially affect individuals regarding employment, credit, insurance, healthcare, legal matters, or similar high-impact areas

7. Intellectual Property

- (1) All intellectual property rights in the Service, software, algorithms, prompts, templates, UI, database structures, and know-how belong to Vaigate.
- (2) The Customer may use analysis results and exported reports obtained during the contract period for internal business purposes, including after contract termination.
- (3) Vaigate may use anonymized statistical information that cannot identify the Customer or individuals for service improvement, benchmarking, and market analysis. Vaigate will not disclose individual customer names, analysis results, or confidential information to third parties without Customer consent.

8. Confidentiality

- (1) Each party shall not use the other party's confidential information obtained in connection with the Service for any purpose other than these Terms, and shall not disclose it to third parties.
- (2) Exceptions include disclosures required by law, disclosures to subprocessors under the DPA, and publicly available information.

9. Disclaimers

(1) The Service is provided “as is.” Vaigate makes no warranties, express or implied, regarding the accuracy, completeness, usefulness, fitness for a particular purpose, or non-infringement of third-party rights of analysis results.

(2) AI responses vary depending on each AI platform’s specifications, model updates, search results, and timing of execution. Vaigate does not guarantee reproducibility, future AI response content, or improvement of AI perception.

(3) Vaigate is not responsible for the uptime, availability, specification changes, or API failures of external AI platforms.

(4) Vaigate may change AI providers, models, analysis methods, UI, report formats, and other Service specifications for quality, availability, security, cost, or other reasonable grounds. Material changes resulting in significant feature degradation will be communicated with reasonable advance notice.

10. Limitation of Liability

(1) Vaigate’s total liability shall not exceed the aggregate fees paid by the Customer in the 12 months preceding the event giving rise to the claim.

(2) Vaigate shall not be liable for lost profits, indirect damages, special damages, incidental damages, punitive damages, or damages from data loss, regardless of foreseeability.

(3) The foregoing limitations do not apply to damages caused by Vaigate’s willful misconduct or gross negligence, or where limitation is prohibited by applicable law.

11. Term and Termination

(1) Paid contracts commence on the start date specified in the order form, portal purchase confirmation, invoice, or other subscription method.

(2) Monthly contracts auto-renew each month. Annual contracts auto-renew on the renewal date.

(3) Termination requires written or portal notice at least 30 days before the renewal date.

(4) Annual contracts are not subject to mid-term termination or refund, except where Service delivery becomes impossible due to causes attributable to Vaigate.

(5) Data handling upon termination is governed by the DPA and Privacy Policy. The Customer should export data before contract termination. Post-termination access to and retention of data are governed by the DPA, Privacy Policy, or individual agreement.

12. Changes to Terms

Vaigate may modify these Terms for changes in law, service scope, or other reasonable grounds.

Material changes will be communicated at least 30 days in advance via email or the website.

Continued use of the Service after changes take effect constitutes acceptance. If the Customer does not agree, the Customer may terminate within the notice period.

13. Anti-Social Forces

The Customer represents and warrants that neither the Customer nor its officers or beneficial owners are affiliated with anti-social forces (as defined under Japanese law). If the Customer breaches this representation, Vaigate may terminate without notice.

14. Assignment

The Customer may not assign rights or obligations under these Terms without Vaigate's prior written consent. Vaigate may assign its position in connection with a merger, corporate split, business transfer, or other organizational restructuring.

15. General Provisions

- (1) These Terms are governed by the laws of Japan.
- (2) The Chiba District Court, Matsudo Branch shall have exclusive jurisdiction of first instance over disputes arising under these Terms.
- (3) Notices from Vaigate to the Customer shall be made by email to the registered address, in-portal notification, or posting on the Vaigate website.
- (4) If any provision of these Terms is held invalid or unenforceable, the remaining provisions shall remain in effect.
- (5) Matters not provided for in these Terms shall be resolved through good-faith consultation between the parties.
- (6) In the event of conflict between these Terms and any order form, DPA, or Privacy Policy, data protection matters shall be governed by the DPA, personal data matters by the Privacy Policy, and all other matters by these Terms.

16. Contact

General inquiries: contact@vaigate.com

Legal / Compliance: compliance@vaigate.com

Web: <https://vaipm.ai>