

# TapConvert — Terms of Service

Provided by SPA LABS LLC (Florida, USA)

**Effective Date: 10. Dec 2025**

These Terms of Service (“Terms”) govern all consulting, advisory, and strategic services (“Services”) provided by **SPA LABS LLC**, doing business as **TapConvert** (“Consultant”, “we”, “our”), to the client (“Client”, “you”). By engaging our Services, you agree to these Terms.

## 1. Scope of Services

TapConvert provides **consulting and advisory work** related to app growth, including (as applicable):

- App Store Optimization (ASO) advisory
- Growth strategy, funnel analysis, and audits
- Product / monetization guidance
- Web-to-App funnel reviews
- Advertising and user acquisition strategy consulting
- Performance reviews, dashboards, and written recommendations

Deliverables may include documents, analysis, reports, roadmaps, and strategic guidance.

### **Out of Scope (Unless Separately Contracted)**

The following are **not** included in the Services unless covered by a separate written agreement:

- Any form of **design work** (ad creatives, screenshots, videos, UI/UX assets)
- User acquisition execution or campaign management (ad buying, bidding, running campaigns)
- Development or engineering work
- Legal, financial, or compliance advice

- Ongoing analytics dashboards or automated data processing
- Any SaaS product or self-service software

If the Client requests these services, a separate agreement and pricing will be required.

## 2. Client Responsibilities

To deliver the Services, the Client agrees to:

1. Provide reasonable access to analytics or sales tools relevant to the project, such as:
  - Apple App Store Connect
  - Google Play Console
  - RevenueCat
  - ASO tools (if the client has subscriptions)
2. Invite Consultant via official platform roles; no new accounts will be created by Consultant.
3. Manage and control all permissions, and revoke access at any time.
4. Provide only the data necessary for the consulting engagement.

TapConvert does not require, request, or process personal data from end users.

5. Ensure that all information provided is accurate to the best of their knowledge.

## 3. Data Handling & Confidentiality

### 3.1 Data Handling

- Consultant does not host, store, or maintain live customer data, user-level analytics, or PII.
- Consultant receives only **manual exports** or excerpts the Client chooses to share.
- Data is used solely for the purpose of providing the Services.
- Documents and deliverables are stored in cloud tools such as Google Drive.

- Slack or similar communication tools may be used with Client's consent.
- Consultant does not store platform credentials of any kind.

## **3.2 Confidentiality**

### **Definition**

"Confidential Information" means all non-public business, technical, financial, strategic, or operational information disclosed by either Party to the other, whether in written, electronic, or verbal form. This includes, but is not limited to: app performance data, analytics exports, financial information, growth strategies, product plans, communication logs, and any documents or materials shared during the engagement.

### **Exclusions**

Confidential Information does not include information that (a) becomes publicly available through no breach of these Terms; (b) is already known to the receiving Party without confidentiality obligations; (c) is independently developed without reference to the other Party's information; or (d) is lawfully obtained from a third party without confidentiality obligations.

### **Obligations**

Each Party agrees to:

- protect the other Party's Confidential Information using at least reasonable care,
- use such information solely for the purpose of delivering or receiving the Services, and
- not disclose such information to third parties except to employees, contractors, or advisors who have a legitimate need to know and who are bound by confidentiality obligations no less protective than these Terms.

### **Compelled Disclosure**

If a Party is legally required to disclose Confidential Information (e.g., subpoena, court order), that Party will provide prompt written notice to the other Party when legally permitted, and disclose only what is required by law.

### **Return or Deletion**

Upon written request, each Party will return or delete all Confidential Information provided by the other Party, except where retention is required by law or internal backup systems.

### **Duration**

This confidentiality obligation will remain in effect during the engagement and for **two (2) years** after termination.

## 4. Work Product & Portfolio Use

### 4.1 Ownership

- All reports, documents, presentations, and analyses created under these Terms (“Work Product”) become the Client’s property upon full payment.
- Consultant retains the right to reuse non-identifiable learnings, frameworks, or methodologies.

### 4.2 Portfolio & Marketing Use

Consultant may reference the collaboration in marketing and portfolio materials **only** using:

- app name
- brand name
- high-level description of the services provided

No confidential metrics, sensitive data, or internal strategies will ever be published without written permission.

If the Client prohibits any public reference, this must be requested in writing before the engagement begins.

## 5. Fees & Payment Terms

- All fees are stated in the proposal, invoice, or SOW.
- Payments are due upfront unless otherwise agreed.
- No refunds for completed work or partially delivered consulting time.
- No free trials or pay-after-results models.

Late or missing payments may cause:

- paused services

- revoked access
- additional fees if stated in the invoice

## 6. No Guarantees

Due to the nature of app marketplaces, algorithms, and third-party platforms, Consultant **does not guarantee**:

- specific keyword rankings
- specific revenue or growth outcomes
- app store approvals
- ad performance
- platform stability or feature availability

All strategic guidance is provided “as is” based on best practices and available information.

## 7. Liability & Indemnification

To the maximum extent permitted by law:

- Consultant’s total liability is limited to the total amount paid by the Client in the 3 months preceding the claim.
- Consultant will not be liable for indirect, incidental, special, or consequential damages.
- The Client is responsible for actions taken inside their own developer, analytics, and ad accounts.

The Client agrees to indemnify Consultant against losses arising from:

- misuse of their own accounts
- violation of platform policies
- inaccurate or incomplete data provided

## 8. Term & Termination

- Either party may terminate the engagement with written notice if stated in the SOW or proposal.
- Fees already paid are non-refundable.
- Upon termination, Consultant will return or delete Client-shared documents upon written request.

## 9. Governing Law & Jurisdiction

These Terms are governed by the laws of the **State of Florida, USA**.

Any disputes shall be resolved exclusively in the state or federal courts located in **Florida**.

This can be updated later if your legal entity changes.

## 10. Miscellaneous

- These Terms, together with any proposal or SOW, form the full agreement.
- Amendments must be in writing and signed by both parties.
- If any provision is found unenforceable, the remaining provisions remain in effect.
- These Terms may be executed electronically.

## 11. Contact Information

SPA LABS LLC

Address:

3833 POWERLINE ROAD  
33309 FORT LAUDERDALE  
33309 FL

Email: [office@tap-convert.com](mailto:office@tap-convert.com)

DBA: TapConvert