Terms of Service for Bagsman - Football RPG

Effective Date: 28 October 2026
Last Updated: 28 October 2026
Version: 1.0

1. Introduction

These Terms of Service (“Terms”) govern your use of Bagsman - Football RPG (the “App”), developed and published by FinSpark Technologies Ltd (“we”, “our”, “us”).

By downloading, installing or using the App, you agree to these Terms. If you do not agree, please do not use the App.

Our Privacy Policy explains how personal data is handled when you use the App. It does not form part of these Terms, but we encourage you to read it.

Your statutory rights: If you are a consumer, nothing in these Terms affects your legal rights under the Consumer Rights Act 2015, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, or other consumer protection laws that apply to you. For information about your rights, visit https://www.citizensadvice.org.uk

2. About Us

FinSpark Technologies Ltd
Company Registration Number: 16366811
Registered in England and Wales
Registered Address: 7 Shelford Avenue, Kirkby-In-Ashfield, Nottingham, England, NG17 8HF, United Kingdom
Email: James@FinSpark.co.uk
Website: https://finspark.co.uk/

3. Who Can Use the App

- The App is intended for players aged 13 and over.
- If you are under 18, you should have permission from a parent or guardian before using the App or making a purchase.
- Parents and guardians are responsible for supervising their children’s use of the App and any purchases they make. Google Play’s parental controls and purchase authentication settings, and Apple’s Ask to Buy and Screen Time settings, can be used to require approval for purchases.
- You may use the App for personal, non-commercial purposes only.

4. Your Licence to Use the App

We grant you a personal, non-exclusive, non-transferable, revocable licence to download, install and use the App on Android devices, or Apple-branded devices, that you own or control, for personal, non-commercial entertainment, in accordance with

these Terms and the terms of the app store you downloaded it from. If you downloaded the App from the Apple App Store, your use is also subject to the Usage Rules in the Apple Media Services Terms and Conditions, except that the App may be accessed by other accounts associated with you through Family Sharing where Apple permits.

You must not:

- copy, modify, distribute, sell, rent, lend or sublicense the App or any part of it;
- reverse engineer, decompile or disassemble the App, except to the extent that the law expressly allows you to do so;
- remove or alter any copyright, trade mark or other proprietary notices; or
- use the App, or any of its content, for commercial purposes without our prior written consent.

All rights not expressly granted to you in these Terms are reserved by FinSpark Technologies Ltd.

5. The Game

Bagsman is a football role-playing game.

Real club names: The App refers to real football clubs by name, only so that those clubs can be identified. The App does not use any club's badge, crest, logo, kit design or other official materials. The App is not endorsed by, sponsored by, licensed by or affiliated with any football club, league, competition organiser, player or governing body, and no such endorsement or connection is implied. See Section 11.2.

Characters: Any characters in the App are fictional and are not intended to represent any real person.

No real-world value: The App is a game for entertainment. It does not involve gambling, betting or prizes of real money or real-world value.

6. Match Balls and the Unlimited Match Balls Upgrade

6.1 Match Balls

Playing a match uses a Match Ball. Match Balls are an in-game feature with no monetary value.

- **Daily allowance:** You receive a daily allowance of free Match Balls (currently five per day). The allowance refreshes once per day at the time shown in the App. Unused free Match Balls do not carry over to the next day unless the App states otherwise.
- **Rewarded adverts:** You can choose to watch an advert to earn an extra Match Ball. The reward is given once the advert has been watched as the App requires. Adverts depend on availability from our advertising provider and are not guaranteed. If no advert is available, or an advert fails to load or complete, you may not receive a reward for that attempt. We may limit the number of rewarded adverts available each day.

We may adjust the daily allowance, the refresh time and the rewarded advert arrangements to keep the game fair and working properly. These adjustments will never reduce the benefit of the Unlimited Match Balls upgrade for players who have bought it.

6.2 The Unlimited Match Balls Upgrade

The Unlimited Match Balls upgrade (the “Upgrade”) is a one-time, in-app purchase of digital content.

- **What you get:** Unlimited Match Balls, so you can play as many matches as you like without waiting for your daily allowance or watching adverts.
- **Price:** The price is shown in the app store before you confirm the purchase and includes any applicable VAT or sales tax.
- **How long it lasts:** The Upgrade is not a subscription. It lasts for as long as the App remains available and is linked to the Google Account or Apple Account you used to buy it.
- **Restoring your purchase:** If you reinstall the App or move to a new device, you can restore the Upgrade on the same platform. On Android, sign in to Google Play with the same Google Account. On iPhone and iPad, sign in with the same Apple Account and tap “Restore Purchases” in the App’s settings. Purchases cannot be moved between Android and Apple devices, because each store manages its own purchases. If your purchase does not restore, please contact us with your order number or receipt.
- **Not transferable:** The Upgrade, and any other in-game items or progress, cannot be transferred, sold or exchanged for money or anything of value.

6.3 Fair Play

You must not manipulate the App to obtain Match Balls or other benefits you are not entitled to. This includes changing your device’s date or time to refresh your daily allowance early, using modified versions of the App, using tools that fake or automate advert views. If we detect this, we may reset the affected in-game balances.

7. Purchases, Cancellation and Refunds

7.1 How Purchases Work

All purchases are processed by Google Play or the Apple App Store and are also subject to that store’s terms. We do not receive or store your payment details.

7.2 Your Right to Cancel

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, consumers normally have 14 days to cancel a contract made online. For digital content such as the Upgrade, this right is lost once the content is made available to you, provided that you have given your express consent to immediate supply and acknowledged that you will lose your right to cancel. The app stores ask for this consent and acknowledgement when you make a purchase. The app store’s own terms may give you additional cancellation or refund rights.

7.3 Refunds

- **Google Play purchases:** Within 48 hours of purchase, you can usually request a refund directly from Google Play at https://support.google.com/googleplay. After 48 hours, please contact us at James@FinSpark.co.uk with your Google Play order number. We consider all refund requests fairly and can issue refunds through Google Play.
- **Apple App Store purchases:** Refunds for App Store purchases are handled only by Apple, and we cannot issue them directly. Request a refund at https://reportaproblem.apple.com. If your request relates to a problem with the App, please also tell us so that we can help.
- **Faulty digital content:** If the Upgrade does not work as described, is not of satisfactory quality, or is not fit for purpose, you are entitled to a repair or replacement. If that is not possible, or is not done within a reasonable time or without significant inconvenience to you, you are entitled to a price reduction, which may be up to a full refund.
- **If we withdraw the App:** If we permanently withdraw the App, or remove the benefit of the Upgrade, within 12 months of your purchase for any reason other than your breach of these Terms, we will make sure you receive a full refund of the price you paid for the Upgrade on request, either through the app store or, where the store cannot process it, by paying you directly.

If a purchase is refunded or reversed, for example by the app store or your bank, the Upgrade may be removed.

8. Advertising

- Adverts are shown only when you choose to watch one to earn a reward. The App does not show banner or pop-up adverts.
- Adverts are provided by Google AdMob. We do not create or choose the specific adverts shown, and their content is the responsibility of the advertiser. If you see an advert that you think is inappropriate, please tell us so that we can report it and try to block it.
- In the UK, EEA and Switzerland you will be asked whether your data may be used for advertising, and you can change your choice at any time using “Privacy choices” in the App’s settings. On iPhone and iPad, you will also be asked through Apple’s App Tracking Transparency prompt whether the App may track you. See our Privacy Policy for details.

9. Your Game Data

Your progress and settings are saved on your device. We do not store your gameplay data on our servers, so we cannot back it up, restore it or move it between devices for you. Your Upgrade purchase can be restored as described in Section 6.2.

Your gameplay data will be permanently lost if you uninstall the App, clear the App’s storage, reset or lose your device, or if your device fails, unless your device’s own

backup has saved it. Device backups (Android backup, iCloud or computer backups), where enabled, are controlled by Google or Apple and your device settings, not by us.

We are not responsible for loss of gameplay data caused by these events. However, if an App update we release damages your saved data or your device because we did not use reasonable care and skill, you may be entitled to a repair or compensation under the Consumer Rights Act 2015.

10. Updates, Availability and Compatibility

- We may release updates to fix bugs, improve the game, or comply with law or Google Play policies. Some updates may be needed for the App to keep working correctly. You may need to install the latest version to continue playing.
- The App requires a compatible Android or Apple device. The minimum supported operating system version is shown on the App's store page. We cannot guarantee that the App will work on every device.
- Rewarded adverts and restoring purchases require an internet connection.
- We may change, suspend or withdraw features of the App, or the App itself. If we plan to permanently withdraw the App, we will try to give you at least 30 days' notice in the App or on its store pages. Section 7.3 explains your refund rights in that case.

11. Intellectual Property

11.1 Our Content

The App and its content, including its software, game design and mechanics, pixel art, sprites, graphics, text, sounds, user interface, and the "Bagsman" name and logo, are owned by or licensed to FinSpark Technologies Ltd. All rights are reserved.

11.2 Club Names and Other Third-Party Names

Football club names, and any other third-party names referred to in the App, may be trade marks of their respective owners. We use them only to identify the clubs concerned and do not claim any rights in them. We do not use club names to promote or advertise the App. If you own or represent the owner of a name used in the App and have a concern about how it is used, please contact us at James@FinSpark.co.uk. We will review your concern promptly and, where appropriate, change or remove the name.

11.3 Third-Party and Open-Source Components

The App includes software libraries and other materials licensed from third parties, including open-source software. These are used under their own licence terms. Details and required notices are available in the "Open-source licences" section of the App's settings.

11.4 Reporting Intellectual Property Concerns

If you believe that anything in the App infringes your intellectual property rights, please email James@FinSpark.co.uk with:

- your name and contact details;
- a description of the work you believe has been infringed;
- where the material appears in the App; and
- a statement that you believe the use is not authorised by you or the law.

We will review and respond to every report.

11.5 User Content

The App does not allow players to upload, post or share content with other players. If this changes, we will update these Terms first.

12. Acceptable Use

You must not:

- use the App unlawfully or for any unlawful purpose;
- interfere with, disrupt or attempt to gain unauthorised access to the App or any systems connected to it;
- use bots, scripts, scrapers or other automated tools with the App;
- create, use or distribute cheats, hacks, mods or modified versions of the App;
- interact with adverts fraudulently, including generating artificial advert views or clicks; or
- introduce viruses or other malicious code.

If you find a bug or exploit, please report it to us rather than using it.

If you seriously or repeatedly break these Terms, we may end your licence to use the App and reset or remove any in-game benefits obtained through the breach. Where reasonably practicable, we will contact you first and give you an opportunity to explain. If we end your licence because you broke these Terms, you will not normally be entitled to a refund, but this does not affect any rights you have under consumer law.

13. Our Responsibility to You

13.1 What We Are Responsible For

If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach or our failure to use reasonable care and skill. Loss or damage is foreseeable if it is obvious that it will happen, or if both you and we knew at the time you started using the App that it might happen.

13.2 What We Never Limit or Exclude

Nothing in these Terms limits or excludes our liability for:

- death or personal injury caused by our negligence;
- fraud or fraudulent misrepresentation;

- breach of your rights in relation to digital content under sections 34 to 37 of the Consumer Rights Act 2015 (satisfactory quality, fitness for purpose, matching its description, and other information);
- damage to your device or other digital content caused by our failure to use reasonable care and skill, under section 46 of the Consumer Rights Act 2015; or
- any other liability that cannot be limited or excluded by law.

13.3 What We Are Not Responsible For

Subject to Section 13.2:

- **Business losses:** The App is for personal use only. We are not liable for any loss of profit, loss of business, business interruption or loss of business opportunity.
- **Events outside our control:** We are not responsible for delays or failures caused by events outside our reasonable control, including failures of Google Play, the Apple App Store or Google's advertising services, internet or power outages, changes to platform policies, natural disasters, epidemics, war or industrial action. If such an event affects the App, we will take reasonable steps to minimise the effect.
- **Third-party services:** We are not responsible for the content of adverts, or for third-party websites or services that you access through adverts.

13.4 Limit on Our Liability

Subject to Section 13.2, our total liability to you for all claims relating to the App will not exceed the greater of the total amount you have paid for purchases in the App, or £50.

14. Google Play

If you downloaded the App from Google Play:

- These Terms are between you and FinSpark Technologies Ltd only. Google is not a party to them and is not responsible for the App or its content.
- Google has no obligation to provide maintenance or support for the App. Please contact us, not Google, with any support queries or complaints, except for refunds requested from Google Play as described in Section 7.3.
- Your use of the App must also comply with the Google Play Terms of Service.

15. Apple App Store

If you downloaded the App from the Apple App Store, the following terms also apply. If they conflict with the rest of these Terms, this section applies.

- **Acknowledgement:** These Terms are between you and FinSpark Technologies Ltd only, and not with Apple Inc. ("Apple"). We, not Apple, are solely responsible for the App and its content.
- **Scope of licence:** Your licence to use the App is limited to use on Apple-branded products that you own or control, as permitted by the Usage Rules in the Apple Media Services Terms and Conditions, as described in Section 4.

- **Maintenance and support:** We are solely responsible for providing any maintenance and support for the App, as described in these Terms or as required by law. Apple has no obligation to provide any maintenance or support for the App.
- **Warranty:** We are solely responsible for any product warranties, whether express or implied by law, to the extent they have not been effectively disclaimed. If the App fails to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price (if any) of the App to you. To the maximum extent permitted by law, Apple has no other warranty obligation with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty are our responsibility, to the extent they have not been effectively disclaimed.
- **Product claims:** We, not Apple, are responsible for addressing any claims by you or any third party relating to the App or your possession or use of it, including: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy or similar legislation.
- **Intellectual property claims:** If any third party claims that the App or your possession and use of it infringes that third party's intellectual property rights, we, not Apple, are solely responsible for the investigation, defence, settlement and discharge of that claim.
- **Legal compliance:** You represent and warrant that you are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties.
- **Developer contact details:** Questions, complaints or claims about the App should be directed to FinSpark Technologies Ltd, 7 Shelford Avenue, Kirkby-In-Ashfield, Nottingham, England, NG17 8HF, United Kingdom, email James@FinSpark.co.uk.
- **Third-party terms:** You must comply with any applicable third-party terms when using the App, such as your mobile network operator's terms.
- **Third-party beneficiary:** Apple and its subsidiaries are third-party beneficiaries of these Terms. When you accept these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary.

16. Ending These Terms

By you: You can stop using the App at any time by uninstalling it.

By us: We may end your licence as described in Section 12, or if we permanently withdraw the App as described in Section 10.

What happens when these Terms end: Your licence to use the App ends and you must stop using it. Sections 7.3, 11, 13, 15, 18 and 19 continue to apply.

17. Complaints

If you have a complaint about the App, please contact us first:

- **Email:** James@FinSpark.co.uk
- **Subject line:** “Complaint - [brief description]”
- **Include:** your contact details, a description of the issue, any relevant order number or receipt, and how you would like it resolved.

We will acknowledge your complaint within 5 business days and aim to give you a full response within 30 days. If we cannot resolve your complaint, we will tell you in writing, give you details of an alternative dispute resolution provider, and say whether we are willing to use it.

You can also get advice from Citizens Advice (https://www.citizensadvice.org.uk). For complaints about personal data, see our Privacy Policy.

18. Governing Law and Courts

These Terms are governed by the law of England and Wales.

- **UK consumers:** You can bring legal proceedings in the courts of England and Wales. If you live in Scotland, you can also bring proceedings in Scotland, and if you live in Northern Ireland, you can also bring proceedings in Northern Ireland.
- **EEA and other consumers:** You also benefit from any mandatory consumer protection laws of the country where you live, and you may bring proceedings in the courts of that country where the law allows.

19. General

- **Severability:** If a court finds any part of these Terms invalid or unenforceable, the rest of these Terms will continue to apply.
- **Entire agreement:** These Terms are the entire agreement between you and us about the App. This does not limit any statement we have made about the App that is binding on us under consumer law.
- **No waiver:** If we delay or do not enforce any of these Terms, we can still enforce them later.
- **Transfer:** We may transfer our rights and obligations under these Terms to another organisation, for example if the App is sold. We will tell you if this happens and make sure the transfer does not reduce your rights. You may not transfer your rights under these Terms.
- **Third-party rights:** Apart from Apple’s rights under Section 15, no one other than you and us has any right to enforce these Terms.
- **No partnership:** Nothing in these Terms creates a partnership, joint venture, agency or employment relationship between you and us.

20. Changes to These Terms

We may update these Terms to reflect changes to the App, the law, or app store policies. When we do, we will update the “Last Updated” date and version number above.

If we make a change that significantly affects you, we will tell you in the App at least 30 days before it takes effect, unless the change is required sooner by law or for security reasons. If you do not agree with the change, you can stop using the App. If a change significantly reduces the benefit of the Upgrade, and you bought it before the change, you can contact us for a full refund.

Version History:

- Version 1.0 - 28 October 2026 - Initial Terms of Service

Previous versions are available on request by emailing James@FinSpark.co.uk.

21. Contact Us

Email: James@FinSpark.co.uk
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We aim to reply to all enquiries within 5 business days.