



USER AGREEMENT

FSpaces · Version 1.0 · OFFICIAL ENGLISH VERSION

Land / Water / Air / Space / Digital Space

This is the official English translation. The Ukrainian version is the master version. Operator details, effective date and official legal contact channel must be completed before publication.

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■ 1. General Provisions

1.1. This FSpaces User Agreement (the 'Agreement') governs the use of the FSpaces digital platform, its websites, applications, interfaces and available features (collectively, 'FSpaces' or the 'Platform').

1.2. FSpaces is a digital platform and ecosystem combining social features, Resident profiles, Transport Objects, posts, messages, listings, events, communities, the Mutual Assistance Service, advertising and other available features.

1.3. The operator of FSpaces is the person or entity identified on the Platform and/or in the FSpaces legal information section (the 'Operator' or 'FSpaces'). The Operator's identification details and official contact channels must be completed before publication of this Agreement.

1.4. By creating a profile or taking another action that the interface identifies as acceptance of this Agreement, a Resident confirms that they have read and agree to comply with it. Personal data processing is governed by a separate Privacy Policy; marketing consent, where required, is requested separately and voluntarily.

1.5. Specific features may be governed by Special Terms. For that feature, Special Terms prevail over these general provisions. Nothing in this Agreement limits rights that cannot lawfully be waived or restricted by contract.

■ 2. Definitions

2.1. 'Resident' means a registered FSpaces user. 'Personal Profile' means an individual's profile; 'Business Profile' means a profile representing a company, entrepreneur, organisation, club, museum, manufacturer, dealer, professional or other entity.

2.2. 'Content' means text, photos, video, audio, files, comments, messages, images, marks, information, links and other materials posted or transmitted through FSpaces.

2.3. 'Transport Object' is FSpaces' universal product term for a physical or digital transport-related object represented in one of the FSpaces environments: Land, Water, Air, Space or Digital Space. It does not replace statutory definitions of a vehicle, vessel, aircraft, space object, digital content or other legal object.

2.4. A 'Physical Transport Object' is a tangible object; a 'Digital Transport Object' is a digital model or an object in a game, simulator or other digital environment. A Resident's connection to a Digital Transport Object does not automatically establish ownership or a right to transfer it.

2.5. 'Garage' is the FSpaces section for presenting Transport Objects. 'Mutual Assistance Service' is the feature for requests for help and information; its interface name may change.

2.6. 'Kumyr' means an FSpaces Resident whom another Resident has chosen as their Kumyr using the corresponding Platform function. Kumyr status does not constitute endorsement, recommendation, verification or the granting of any special status by FSpaces.

2.7. 'Fan' means an FSpaces Resident who has chosen another Resident as their Kumyr, thereby establishing the social connection provided by the Platform.

2.8. The 'Kumyr - Fan' connection is an FSpaces feature and, by itself, does not create any contractual, agency, employment or other legal relationship between Residents.

■ 3. Age and Legal Capacity

- 3.1. FSpaces is intended for persons aged 13 or older unless applicable law requires a higher minimum age.
- 3.2. Availability of specific features may depend on age, legal capacity, jurisdiction and the nature of the action. Paid and other legally significant features may be unavailable until the required age is reached or legally required permission is obtained.
- 3.3. FSpaces may apply additional safeguards for minors. Behavioural advertising personalisation is not used for Residents aged 13-17; contextual advertising may be shown in compliance with applicable law.

■ 4. Registration, Profiles and Access

- 4.1. Registration may be available by phone number, email, Google, Facebook or other methods shown in the interface. A phone number or email may be verified by code.
- 4.2. Personal and Business Profiles are separate profiles. FSpaces may enable quick switching between previously authenticated profiles without a new sign-in and may set technical limits on profile numbers.
- 4.3. Residents must provide materially accurate information and may edit available profile data, verify a new phone/email, recover access and terminate their own active sessions using available tools.
- 4.4. Residents are responsible for reasonable protection of passwords, phones, email accounts and other access methods. FSpaces applies reasonable technical and organisational safeguards on its side and may temporarily restrict access and request identity or profile-ownership verification where compromise is suspected.
- 4.5. Selling or transferring a Personal Profile without FSpaces' consent is prohibited. A Resident may permanently delete a profile; associated data and Content are deleted to the extent supported by the service and law, except information that must or may be retained for legal compliance, accounting or the establishment or defence of claims.

■ 5. Public Profiles and Social Interaction

- 5.1. FSpaces profiles are public to the extent information is displayed by the Platform. Residents should take this into account when posting Content.
- 5.2. Residents may use the 'Kumyr - Fan' social connection, view the relevant lists and block other Residents. Blocking restricts mutual visibility and interaction to the extent supported by current functionality.
- 5.3. Social features must not be used for harassment, threats, bullying, spam, deception or other violations.

■ 6. Content, Posts, Comments and Reposts

- 6.1. Residents may post lawful Content and are responsible for it. Prohibited Content includes unlawful threats, bullying, sexual exploitation of minors, pornography, unlawful violence, fraud, phishing, malware and unlawful disclosure of personal or confidential information.
- 6.2. Spam, mass unsolicited messaging, artificial metric manipulation, unauthorised automated data collection, copying substantial parts of the FSpaces database for third-party services, security bypass, exploitation of vulnerabilities and unauthorised access are prohibited.

6.3. Residents may edit and delete their own posts and comments where supported. A post author or Transport Object card owner may remove third-party comments where the interface provides that function.

6.4. Public Content may be reposted within FSpaces with source and authorship preserved. If the original is deleted, the related repost may cease to display. Profiles, Content, comments and reposts may be reported; systematically unfounded reports may constitute abuse.

6.5. FSpaces may hide, restrict or remove Content that violates this Agreement, law or third-party rights or creates a material risk.

■ 7. Intellectual Property in Resident Content

7.1. Posting Content does not transfer ownership to FSpaces. Rights remain with the author or other rightsholder.

7.2. By posting Content, the Resident grants FSpaces a non-exclusive, royalty-free licence to the extent necessary to host, technically reproduce, display, distribute through FSpaces features, moderate, enable reposts, promote the Platform and develop the service.

7.3. After Content is deleted, new use will cease within a reasonable period, except for technically unavoidable temporary storage, backups, legal compliance, defence of rights and lawful actions already taken.

7.4. The Resident represents that they have the necessary rights or lawful basis to upload materials. FSpaces is not required to pre-clear every item and may process properly submitted rightsholder complaints. Knowingly false IP complaints are prohibited.

■ 8. Messages and Group Chats

8.1. FSpaces may provide direct and group messaging supporting text, photos, video, files and links. Unless the recipient has blocked the Resident or another interface restriction applies, messages may be sent.

8.2. A group creator may add or remove participants where supported; a participant may leave the group. A message may be deleted for the sender only or for all participants if that option is available.

8.3. FSpaces does not arbitrarily inspect private conversations. If a Resident voluntarily reports a message or chat, FSpaces may receive the specific message and the minimum context necessary for moderation.

■ 9. Moderation and Enforcement

9.1. FSpaces may apply proportionate measures including a warning, Content restriction, temporary or permanent suspension, or profile deletion. A warning is not a mandatory first step.

9.2. For serious violations, restrictions may be imposed immediately with review afterwards. FSpaces may provide a general reason without disclosing confidential security methods or information.

9.3. Profile suspension or deletion may be appealed through support. Removal of individual Content may not have a separate appeal unless required by law.

■ 10. Business Profiles

10.1. By creating a Business Profile, the Resident represents that they are authorised to represent the relevant entity and use its name, logos and trademarks.

10.2. Registration alone is not FSpaces verification and does not confirm quality, solvency, reliability or endorsement of the business.

10.3. Following a substantiated claim by the actual owner, FSpaces may temporarily restrict the profile, request evidence and then restore it, transfer control to an appropriate representative where permitted, or suspend/delete it.

10.4. A future 'Verified' label will confirm only the specifically stated verified fact. Selling a Business Profile as a standalone digital asset is prohibited; a lawful change in business ownership is not treated as such a sale.

■ 11. Garage and Transport Objects

11.1. Garage is intended for presenting Transport Objects and related information. A Resident may claim a connection to an object only where there is a lawful basis.

11.2. For a physical object, the basis may be ownership or another permitted relationship; for a digital object, it depends on the Resident's rights and the terms of the relevant rightsholder or third-party service. Unless FSpaces specifically verifies a fact, the information is the Resident's representation, not an FSpaces guarantee.

11.3. In a substantiated ownership or rights dispute, FSpaces may request evidence, temporarily hide or restrict a card and, after review, restore it, change the connection or remove it to the extent permitted.

11.4. A Transport Object may have its own continuing history, but a change of associated Resident does not transfer copyright, personal Content or personal data of a previous Resident. Future verified facts may form part of an object's history where there is a lawful basis.

11.5. For a Digital Transport Object, FSpaces does not recognise ownership of the underlying model, design, software code or other rightsholder IP merely because a Garage card exists.

■ 12. Listings

12.1. FSpaces provides a technical venue for listings relating to Transport Objects and related goods and services. Unless Special Terms expressly provide otherwise, FSpaces is not the seller, buyer, agent or party to a Resident-to-Resident transaction and does not receive the purchase price.

12.2. The listing author is responsible for accuracy, lawful authority to offer the object or right, compliance with law and third-party rights. FSpaces does not guarantee existence, origin, condition, safety, quality or ownership unless a specific fact is expressly verified by FSpaces.

12.3. Illegal or prohibited offers are not allowed. A Digital Transport Object, content, right, licence or access may be offered only where transfer is lawful and permitted by the relevant rightsholder or service terms.

12.4. FSpaces may hide or remove listings for violations, fraud or material risk. Future auctions or different payment models may be governed by separate terms.

■ 13. Events

13.1. Residents may create Events within available functionality. The organiser is responsible for accuracy, legality, conditions, safety and performance of its obligations.

13.2. FSpaces may restrict or remove an Event for violations or material risk. Joining an Event or adding it to a calendar does not make FSpaces the organiser or guarantee that it will take place.

13.3. The legal concept of an Event is technology-neutral and may in the future include physical, digital or hybrid formats; formats actually available are determined by the current interface.

13.4. Ticket sales are not deemed launched merely because they are referenced in this Agreement. Separate organiser and purchaser terms may apply if ticketing is launched.

■ 14. Communities

14.1. FSpaces may provide open communities and other forms of Resident groups. Creation and management occur within available functionality and do not exempt anyone from this Agreement.

14.2. Residents may join and leave open communities in accordance with the interface.

■ 15. Mutual Assistance Service

15.1. The Mutual Assistance Service is intended for requests and responses between Residents. FSpaces provides the technical environment and, unless expressly stated otherwise, is not a party to the assistance arrangement.

15.2. An author may describe, edit and delete a request, add supported media and mark it solved where supported. If Residents agree on payment for assistance, it is made directly between them; FSpaces is not the payment intermediary and receives no commission for that arrangement.

15.3. Residents independently assess the qualifications, reliability and safety of a helper. A regulated professional is responsible for required licences, permits and qualifications. Fictitious, fraudulent, unlawful or dangerous requests and offers are prohibited.

15.4. Contact details voluntarily published may be public and may not be used for unrelated spam, advertising or unlawful onward disclosure. Disputes about payment, quality, damage or refunds are between the Residents; FSpaces may moderate rule violations but does not become an arbitrator or party.

■ 16. Paid Features

16.1. FSpaces may provide paid posts, promotion, advertising and other digital services. Price, scope, duration and material terms are disclosed before payment or in applicable Special Terms.

16.2. FSpaces receives payment for its own Platform services, not the price of goods or services exchanged between Residents, unless a special model expressly provides otherwise.

16.3. If a Resident voluntarily stops a paid service already in progress, no automatic pro-rata refund is guaranteed except where required by law or the service terms. If a service is stopped because of the Resident's violation, the unused portion may be non-refundable to the extent permitted by law.

16.4. If a digital service is not supplied or does not conform due to circumstances attributable to FSpaces, remedies available under applicable law apply, including bringing the service into conformity, re-performance, proportionate price reduction or refund where appropriate.

■ 17. Advertising

17.1. FSpaces may display third-party advertising and provide advertising services. Official paid advertising is identified in accordance with applicable law; an ordinary Business Profile post is not automatically official FSpaces advertising.

17.2. Advertisers are responsible for content, accuracy, rights to materials, permits and legality of the advertised product or service. FSpaces retains its own obligations as an advertising distributor under applicable law.

17.3. FSpaces may review advertising before and after launch, request documents, reject, restrict or stop a campaign. Passing moderation is not a guarantee of quality or legality of every claim.

17.4. If an ad is rejected before any delivery, payment is refunded or, with the advertiser's agreement, credited to an advertising balance. For a partially delivered campaign, the delivered portion is accounted for. Marketing communications are separate from service and legally significant notices.

■ 18. Digital Heritage

18.1. FSpaces develops the concept of digital transport history and may preserve socially, culturally or historically significant pages and information where lawful. Inactivity alone does not automatically delete a profile.

18.2. After appropriate confirmation of a Resident's death, FSpaces may block new sign-in and posting in that person's name and, where available, assign memorial or archival status.

18.3. Preserving a page does not transfer the deceased Resident's or dissolved organisation's copyright to FSpaces. Heirs, representatives and rightsholders may contact FSpaces about personal, sensitive or protected materials, and evidence of authority may be requested.

18.4. A similar approach may apply to dissolved companies, museums, clubs and organisations. FSpaces determines eligibility for archival status within applicable law.

■ 19. FSpaces Intellectual Property

19.1. The FSpaces name, logos, brand identifiers, software, interface elements, original text, graphics and other FSpaces materials are protected by applicable law.

19.2. Ordinary informational reference to FSpaces is permitted if it does not create a false impression of official partnership, representation, endorsement or affiliation.

19.3. Impersonating FSpaces, its personnel or official partners, or using confusingly similar identifiers, is prohibited. Detailed brand-use rules may be set out in FSpaces Brand Guidelines.

■ 20. Personal Data

20.1. Data categories, purposes, legal bases, retention periods, recipients, public data, data-subject rights and other processing matters are described in the FSpaces Privacy Policy.

20.2. Residents may exercise rights provided by law, including obtaining information and correcting inaccurate data. FSpaces may request reasonable identity verification to prevent unauthorised access.

20.3. Activity data may be used to operate and personalise the feed and recommendations for profiles, Transport Objects, Events and listings in accordance with the Privacy Policy and law. Advertising personalisation depends on age, region and applicable law.

20.4. If a legal entity is formed, the project is reorganised or sold, or the Operator changes, data may be transferred to a successor or new operator subject to applicable law and required notices.

■ 21. Third-Party Services and Links

21.1. FSpaces may contain links to third-party websites and use third-party services including sign-in providers, maps, payments and integrations.

21.2. FSpaces does not control the independent content, availability, security or terms of a third-party service except where FSpaces responsibility is expressly imposed by law. Use of a third-party service may also be governed by that provider's terms.

■ 22. Availability, Changes and Discontinuation

22.1. FSpaces evolves and may add, change, combine, test, restrict, suspend or discontinue features. Availability of a feature is not a promise of perpetual availability.

22.2. FSpaces may set technical limits for stability, security, anti-spam and load management. FSpaces takes reasonable measures to preserve data but is not a backup service; Residents should keep originals of important materials.

22.3. For a material reduction or discontinuation of a significant feature, FSpaces provides reasonable advance notice where practicable. Urgent restrictions may be imposed without advance notice for law, security, abuse prevention or critical technical reasons.

22.4. If FSpaces as a whole is discontinued, reasonable advance notice will be provided and, where technically reasonable and applicable, Residents will be given an opportunity to obtain an available copy of their data/Content. Paid but undelivered services are handled under applicable law and Special Terms.

■ 23. Changes to the Agreement and Notices

23.1. FSpaces may amend this Agreement as the Platform, law or business model evolves. Technical, editorial or non-adverse changes may take effect without renewed acceptance.

23.2. Material changes are notified in advance through the Platform and/or current contact details, with the new version and effective date. If law or the nature of a change requires renewed express consent, the relevant feature may remain unavailable until consent is given.

23.3. Service and legally significant notices may concern security, suspensions, paid services and terms and are not marketing communications. Residents must keep their contact details current.

■ 24. Liability and Warranties

24.1. FSpaces uses reasonable efforts to operate the Platform but does not guarantee absolute uninterrupted operation, error-free service, permanent availability of every feature or a particular outcome for a Resident.

24.2. Where FSpaces is not a party to Resident-to-Resident relations, it is not responsible for their actions, meetings, transactions, goods/services or performance of arrangements, except for FSpaces' own obligations that cannot lawfully be excluded.

24.3. FSpaces is not responsible for consequences caused by a Resident, third parties or circumstances outside FSpaces' reasonable control except where law provides otherwise. FSpaces does not guarantee preservation of unpublished drafts or unfinished messages.

24.4. No limitation applies to the extent liability cannot lawfully be excluded or limited. Separate commercial terms for business users may contain additional lawful limitations.

■ 25. Force Majeure

25.1. A party is not liable for delay or inability to perform an obligation to the extent directly caused by extraordinary and unavoidable circumstances outside its reasonable control.

25.2. Depending on the circumstances, these may include armed conflict, large-scale power or communications outages, natural disasters, mandatory government action, major external cyberattacks and similar events. The event does not automatically excuse all obligations; a causal connection is required.

■ 26. Government Requests and Protection of Rights

26.1. FSpaces discloses available data to competent authorities only on a proper legal basis and to the necessary extent. An ordinary third-party request is not a basis for disclosure of non-public data.

26.2. FSpaces may notify a Resident of a request where permitted and not prejudicial to lawful process, and may retain information necessary to establish, exercise or defend legal claims.

■ 27. Governing Law and Dispute Resolution

27.1. At the current stage, this Agreement is governed by the laws of Ukraine, subject to mandatory rules that may apply to a particular Resident.

27.2. Residents are encouraged to contact FSpaces support first in an effort to resolve a dispute. This does not prevent access to a court or another lawful remedy unless a mandatory pre-action procedure is required by law.

27.3. Disputes are resolved under applicable law and jurisdiction rules. As FSpaces expands internationally, localised terms may be introduced for particular jurisdictions.

■ 28. Assignment and Change of Operator

28.1. In connection with incorporation of an FSpaces legal entity, reorganisation, sale of the project, transfer of the business or another lawful corporate transaction, the Operator may assign rights and obligations to a successor, affiliate or new operator.

28.2. Any transfer is subject to applicable law, mandatory Resident rights and personal-data requirements. Where notice or consent is legally required, that requirement will be followed.

■ 29. Final Provisions

29.1. If any provision is held invalid or unenforceable, the remaining provisions continue to apply to the maximum extent permitted by law. A failure by FSpaces to exercise a right in one instance is not a waiver of that right.

29.2. Headings are for convenience. Current functionality is determined by the features actually available in the interface; reference to future development or Special Terms does not mean a feature has already launched.

29.3. This Agreement, the Privacy Policy and directly applicable Special Terms form the FSpaces contractual package.

29.4. The Ukrainian version of this Agreement is the master version. The English version is an official translation. If the language versions conflict, the Ukrainian version prevails unless mandatory applicable law requires otherwise.

29.5. Version 1.0 effective date: [INSERT BEFORE PUBLICATION]. Operator: [INSERT FULL LEGAL NAME/NAME AND REQUIRED DETAILS]. Official support and legal contact channel: [INSERT EMAIL/FORM].