

CIVILIAN AGREEMENT AS ONE OF THE MEANS OF THE EXERCISE OF CIVIL RIGHTS REGARDING VIRTUAL BENEFITS

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Nowadays, a lot of leading global and national companies tend to provide their activity in the sphere of virtual benefits. Such companies create virtual worlds and fill them with some benefits to be used by people or companies all over the world, with at least some of the benefits becoming transferred from one person to the other. Virtual benefits can give their possessor an opportunity to take rewards from such ownership. The third part is capable of being used in real daily life and activities. It is ultimately clear that virtual benefits can become a subject of civilian agreements.

The quantity of physical persons involved in legal relationships with virtual benefits is counted by millions. Yet *The Civilian Code of Ukraine* [1] and other acts of Ukrainian civil law do not include any legal norms disclosing and defining the legal status of virtual benefits.

Currently Ukrainian legal science has come close to unanimous understanding the lack of possibility to spread the concept of property right to the things existing in the virtual world. The property right concept is unfitting to the legal relationship in terms of virtual benefits, with the issue of regulating this kind of relationship still remaining open.

However, the answer to the question regarding the law concept of the rights to virtual benefits can hardly solve the given issue. It is necessary to settle another problem consisting in realizing the rights to virtual benefits, with civilian agreements considered one of the main means to exercise civilian rights regarding virtual benefits.

Within the given context, it is worth mentioning that the concept of civilian agreement is required to be improved as the concept contained in the Ukrainian Civil Code has become obsolete.

The general theory of the agreement in modern Ukrainian law is still at the stage of formation, since there is no single approach to its understanding. The contract is typically understood as a multi-level construction, which is considered as a legal fact, obligation, agreement, legal means, a document that records the occurrence of a contractual obligation at the will of its participants, etc. [2]

In these conditions, the definition of the civilian agreements regarding virtual benefits is the issue that required further discovery. It is worth paying attention to the fact that law scientists have already called the main elements of virtual benefits [3]

The legal nature of virtual benefits causes a specific order of the agreement conclusion, as well as specific obligations due to the virtual world where such benefits exist.

Civilian law allows contractual freedom so it is possible to conclude a lot of species of agreements, with all of them being different and having distinct subjects. However, the virtual benefits themselves are quite different as well. Electronic signatures and cryptocurrency can be pretty different to make them obey the same rules. It is necessary to classify the virtual benefits to provide a possibility to define them depending on their ability to be subordinated by one or another rule.

Virtual benefits are looked at as the product of information technologies, so the possibility of their use is limited by technological capacity.

The rights to virtual benefits overlap with the rights of the owners to virtual world. [4] The latter is a digital area wherein virtual benefits exist.

It determines the boundaries of freedom in relation to the disposal of virtual benefits.

The list of challenges to legal regulation of civilian agreements regarding virtual benefits can be added by doubtful possibility to arrange the rules on the national level.[5] Virtual worlds do not know the borders of real-world countries; as a result, limitations and restrictions will turn such agreements into illegal ones, made on the underworld market.

Nevertheless, the national regulation of the agreements regarding virtual benefits is necessary to protect the rights of the parties of such relationships on the national level, including those in the court.

Thus, the discovery and further study of agreements regarding virtual benefits are needed and highly relevant.

References:

1. Цивільний кодекс України: Закон України від 16.01.2003 № 435–IV. <https://zakon.rada.gov.ua/laws/show/435-15>
2. Пленюк М. Д. Цивільно-правовий договір як підстава виникнення зобов'язань: нотатки до наукової дискусії / М. Д. Пленюк // Приватне право і підприємництво. - 2016. - Вип. 15. - С. 102-107. - Режим доступу: http://nbuv.gov.ua/UJRN/Ppip_2016_15_27 С. 103.
3. Мічурін, Є. О. (2021). Віртуальні блага: особливості та ознаки. Форум Права, 68(3), 67–73. URL:<http://doi.org/10.5281/zenodo.5075696>
4. Christopher Cifrino, Virtual Property, Virtual Rights: Why Contract Law, Not Property Law, Must Be the Governing Paradigm in the Law of Virtual Worlds (April 14, 2013). Boston College Law Review, Forthcoming, P. 14. Available at SSRN: <https://ssrn.com/abstract=2293456>
5. Frank Emmert, Cryptocurrencies: The Impossible Domestic Law Regime?, The American Journal of Comparative Law, Volume 70, Issue Supplement_1, October 2022, Pages i185–i219, <https://doi.org/10.1093/ajcl/avac022>