

## **PUBLIC OFFER**

### **For the conclusion of a service agreement**

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#### **General Provisions**

1.1 This Public Offer contains the terms for entering into a Service Agreement (hereinafter referred to as the "Service Agreement" and/or the "Agreement"). This Offer constitutes a proposal addressed to one or several specific persons, which is sufficiently definite and indicates the intention of the person making the proposal to consider themselves bound by the Agreement with the recipient who accepts the proposal.

1.2 The actions specified in this Offer confirm the mutual agreement of both Parties to conclude the Service Agreement under the terms, procedures, and scope set forth in this Offer.

1.3 The following text of the Public Offer is an official public proposal by the Contractor, addressed to an interested audience, to conclude a Service Agreement in accordance with the provisions of paragraph 2, Article 437 of the Civil Code of the Russian Federation.

1.4 The Service Agreement is deemed concluded and effective upon the Parties performing the actions specified in this Offer, which signify unconditional and full acceptance of all terms of this Offer without any exceptions or restrictions on a take-it-or-leave-it basis.

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#### **Terms and Definitions:**

2.1 **Agreement** – The text of this Offer with Appendices, which are an integral part of this Offer, accepted by the Customer through conclusive actions specified in this Offer.

2.2 **Conclusive actions** – Behavior expressing consent with the counterparty's proposal to conclude, amend, or terminate an agreement. Such actions consist of full or partial fulfillment of the conditions proposed by the counterparty.

2.3 **Contractor's Website on the Internet** – A set of software for electronic computing machines and other information contained in the information system, access to which is provided via the Internet at the domain name and network address: <https://osmtoday.com>.

2.4 **Parties to the Agreement (Parties)** – The Contractor and the Customer.

2.5 **Service** – The service provided by the Contractor to the Customer under the terms and conditions established in this Offer.

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#### **Subject of the Agreement**

3.1 The Contractor undertakes to provide Services to the Customer, and the Customer undertakes to pay for them in the amount, procedure, and terms established by this Agreement.

3.2 The name, quantity, procedure, and other conditions of service provision are determined based on the Contractor's data when the Customer places a request or are specified on the Contractor's Website: <https://osmtoday.com>.

3.3 The Contractor provides Services under this Agreement either personally or by engaging third parties. In this case, the Contractor is liable to the Customer for the actions of such third parties as for their own actions.

3.4 The Agreement is concluded by acceptance of this Offer through the performance of conclusive actions expressed as:

- Actions related to the registration of an account on the Contractor's Website if such registration is required.
- Submission of a request by the Customer to the Contractor for the provision of Services.
- Actions related to payment for the Services by the Customer.
- Actions related to the provision of Services by the Contractor.

This list is not exhaustive; other actions clearly expressing the intention to accept the counterparty's proposal may also apply.

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## **Rights and Obligations of the Parties**

### **4.1 Rights and Obligations of the Contractor:**

4.1.1 The Contractor undertakes to provide Services in accordance with the terms of this Agreement, within the timeframes and scope specified in this Agreement or as indicated on the Contractor's Website.

4.1.2 The Contractor undertakes to provide the Customer with access to sections of the Website necessary for obtaining information under clause 2.1 of the Agreement.

4.1.3 The Contractor is responsible for storing and processing the Customer's personal data, ensures its confidentiality, and uses it solely to provide quality Services to the Customer.

4.1.4 The Contractor reserves the right to unilaterally change the terms (periods) of service provision and the conditions of this Offer without prior notice to the Customer by publishing these changes on the Contractor's Website.

4.1.5 The new/amended conditions specified on the Website apply only to Agreements newly concluded after such changes are published.

### **4.2 Rights and Obligations of the Customer:**

4.2.1 The Customer undertakes to provide accurate information about themselves when receiving the respective Services.

4.2.2 The Customer agrees not to reproduce, duplicate, copy, sell, or use in any way the information and materials made available to them in connection with the provision of Services, except for personal use directly by the Customer without providing access to any third parties.

4.2.3 The Customer undertakes to accept the Services provided by the Contractor.

4.2.4 The Customer has the right to demand a refund for Services not provided, poorly rendered, or provided with violations of the deadlines, as well as if the Customer decides to refuse Services for reasons unrelated to breaches by the Contractor, exclusively based on grounds provided by applicable Russian Federation legislation.

4.2.5 The Customer guarantees that they understand all the terms of the Agreement; the Customer accepts the terms without reservations and in full.

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### **Price and Payment Procedure**

5.1 The cost of the Services provided by the Contractor to the Customer and the payment procedure are determined based on the Contractor's data when the Customer places a request or as specified on the Contractor's Website: <https://osmtoday.com>.

5.2 All payments under the Agreement are made in a non-cash manner.

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### **Confidentiality and Security**

6.1 While implementing this Agreement, the Parties ensure the confidentiality and security of personal data in accordance with the Federal Law of 27.07.2006 No. 152-FZ "On Personal Data" and the Federal Law of 27.07.2006 No. 149-FZ "On Information, Information Technologies, and Information Protection."

6.2 The Parties agree to maintain the confidentiality of information obtained in the course of performing this Agreement and to take all possible measures to prevent disclosure of such information.

6.3 Confidential information includes any information transmitted by the Contractor and the Customer during the implementation of the Agreement, subject to protection unless exceptions are specified.

6.4 Such information may include documents, letters, reports, analytical materials, research results, diagrams, charts, specifications, and other documentation in paper or electronic formats.

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### **Force Majeure**

7.1 The Parties are released from liability for failure to perform or improper performance of obligations under the Agreement if proper performance was impossible due to force majeure, i.e., extraordinary and unavoidable circumstances, including but not limited to: actions of authorities, epidemics, blockades, embargoes, earthquakes, floods, fires, or other natural disasters.

7.2 If such circumstances occur, the Party must notify the other Party within 30 (thirty) business days.

7.3 A document issued by an authorized state body is sufficient confirmation of the existence and duration of force majeure.

7.4 If force majeure circumstances persist for more than 60 (sixty) business days, either Party has the right to unilaterally terminate this Agreement.

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### **Responsibility of the Parties**

8.1 In case of non-fulfillment and/or improper fulfillment of their obligations under the Agreement, the Parties bear responsibility in accordance with the terms of this Offer.

8.2 The Contractor is not liable for non-fulfillment and/or improper fulfillment of obligations if such non-fulfillment and/or improper fulfillment occurred due to the Customer's fault.

8.3 The Party failing to fulfill or improperly fulfilling its obligations under the Agreement must compensate the other Party for damages caused by such violations.

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### **Term of the Offer**

9.1 The Offer becomes effective upon its publication on the Contractor's Website and remains in effect until withdrawn by the Contractor.

9.2 The Contractor reserves the right to amend or withdraw the Offer at any time at their discretion. Information about changes or withdrawal of the Offer is communicated to the Customer at the Contractor's choice via publication on the Website, through the Customer's personal account, or by sending an appropriate notice to the email or postal address provided by the Customer.

9.3 The Agreement takes effect upon the Customer's acceptance of the Offer's terms and remains valid until the Parties fully perform their obligations under the Agreement.

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### **Additional Conditions**

10.1 The Agreement, its conclusion, and performance are governed by the current legislation of the Russian Federation. Any issues not regulated or incompletely regulated by this Offer are governed by the substantive law of the Russian Federation.

10.2 In the event of a dispute arising between the Parties during the performance of their obligations under the Agreement concluded under the terms of this Offer, the Parties undertake to resolve the dispute amicably before resorting to court proceedings.

10.3 Court proceedings are conducted in accordance with the legislation of the Russian Federation.

10.4 Disputes or disagreements unresolved by the Parties are subject to resolution under Russian Federation legislation. Pre-trial dispute resolution is mandatory.

10.5 The language of the Agreement, as well as all interactions between the Parties, including correspondence, notifications, explanations, and document submissions, is Russian.

10.6 Documents required under this Offer must be written in Russian or have a certified Russian translation.

10.7 Inaction by one of the Parties in the event of a violation of this Offer's terms does not waive the right of the interested Party to protect its interests later and does not constitute a waiver of rights in the event of similar or related violations in the future.

10.8 If the Contractor's Website contains links to third-party websites or materials, such links are provided for informational purposes only. The Contractor does not control the content of such websites or materials and is not responsible for any losses or damages arising from their use.

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### **Contractor Details**

Full Name: Filimonov Fyodor Valeryevich

Taxpayer Identification Number (INN): 780624465310

Primary State Registration Number (OGRN/OGRNIP): 308784702400601

Contact Email: mail@osmtoday.com