

Osminog User Agreement

Last revised: March 14, 2026

This User Agreement governs the relationship between the owner (hereinafter "Administration") of the Internet resource Osminog (hereinafter - "Osminog") on the one hand and the user of the Internet (hereinafter - "User") arising from the use of the **Osminog** (hereinafter referred to as the "**Site**") located at the address on the Internet: <https://osminog.app>.

The User Agreement can be changed by the Administration at any time without any special notice to the User. The new version of the User Agreement comes into force from the moment it is posted on the site <https://osminog.app> at https://osminog.app/docs/en/terms_of_use.pdf. Regular review of the current edition of the User Agreement is the responsibility of the User. The use of the Site after the entry into force of the new version of the User Agreement means that the User agrees with it and applies to him in full the provisions of the new version.

1. Terms and Definitions

In this Agreement, the terms below have the following meanings:

1.1. **Administration** — ИП Игнатъев Дмитрий Константинович, registered in accordance with the legislation of the Russian Federation (OGRNIP 321784700341921, TIN 781697503721) and having exclusive rights to the Site in full.

1.2. **Website** — an Internet resource, which is a collection of information and intellectual property objects contained in the information system (including a computer program, a database, graphic design of the interface (design), etc.), access to which is provided from various user devices connected to the Internet, through special software for browsing web pages (browser) at the

address on the Internet: <https://osminog.app>.

1.3. **User** — a visitor to Internet resources, including the Site.

1.4. **User Agreement** — this agreement and other rules and documents regulating the operation of the Site or determining the procedure for using the Services published on the Site.

1.5. **Services** — functionality, services, tools available to Users on the Site.

1.6. **Information** — any materials and information provided by the User in connection with the use of the Site.

1.7. **Monitoring Task** — a set of settings for performing HTTP checks on a specific endpoint on one of the User's registered websites.

2. General Provisions

2.1. This User Agreement governs the use of the Site, as well as the relationship that arises between Users when using the Site.

2.2. The Administration owns exclusive rights to the Site, including exclusive rights to any results of intellectual activity included in them, including program code, design works, texts, as well as means of individualization (company name, trademarks, service marks, commercial designations). Use of the Site does not provide for the transfer of rights to them or their components. The person using the Site is granted a limited right to use them in accordance with the terms of the User Agreement.

2.3. This User Agreement is an offer addressed to an indefinite circle of persons and containing a proposal from the Administration to consider itself a contract for the use of the Site and electronic interaction carried out through the Site, on the terms set forth in the User Agreement with the person who accepted the offer (Article 435 of the Civil Code of the Russian Federation). The validity period of the offer is not limited. The proper acceptance of this User Agreement as an offer in accordance with paragraph 3 of Article 438 and paragraph 3 of

Article 1286 of the Civil Code of the Russian Federation is the User's performance of the actions provided for in paragraph 2.4 of the User Agreement (that is, the start of using the Site).

2.4. The User agrees to conclude an agreement on the use of the Site on the terms set forth in the User Agreement at the time of the start of using the Site (paragraph 3 of Article 1286 of the Civil Code of the Russian Federation). The terms of the User Agreement can be accepted by the User solely as a whole (paragraph 1 of Article 428 of the Civil Code of the Russian Federation). After the User accepts the terms of this User Agreement, they acquire the force of an agreement concluded between the Administration and the User, while such an agreement as a paper document signed by both Parties is not executed. If the User does not agree with the terms of the User Agreement, he undertakes to immediately stop using the Site.

2.5. Any use of the Site means that the User agrees to the terms of this User Agreement and assumes the obligation to follow the instructions for using the Services, as well as responsibility for actions related to the use of the Site.

2.6. By accessing the Site and thus concluding this User Agreement, the User guarantees that he has all the rights and powers necessary to conclude and execute the User Agreement, including that he is an adult and fully capable person. The Administration has the right at any time to require the User to provide information and documents confirming the rights and powers, as indicated above.

3. Access to the Services of the Site

3.1. The Administration offers the User, under the terms of this User Agreement, to use the Services available on the Site. The Administration has the right at any time to revise or change the terms of the Services, supplement, change, limit, expand the functionality of the Site and/or Services, including the conditions for the User's access to the Services or individual functionality of the

Site.

3.2. Services are provided to the User free of charge, except for the provision of paid Services provided for in sections 10–11 of this User Agreement.

3.3. The provision of individual Services may be governed by special rules and/or agreements that are an integral part of this User Agreement. In case of contradiction or inconsistency between the text of this User Agreement and special rules and/or agreements, the latter shall apply.

3.4. The Services provided on the Site at any time can be changed, supplemented, updated, change the form and nature of functionality without prior notice to the User, and therefore their use is offered in the "as is" mode. The Administration has the right, if necessary, at its own discretion to stop (temporarily or permanently) the provision of the Services to all Users in general or to an individual User, in particular, without prior notice and without explanation.

4. Information Provided by Users

4.1. The Site collects and processes impersonal data about the User (including cookies) and his actions on the Site using Internet statistics services.

4.2. The purposes of processing the User's personal data:

- execution of the user agreement;
- providing consulting support to Users in connection with the use of the Site;
- obtaining statistical and analytical data to improve the functioning of the Site and/or Services;
- receiving information and/or advertising messages from the Administration or third parties;
- ensuring compliance with the requirements of the current legislation of the Russian Federation.

The Administration takes all necessary measures to protect the User's personal

data from unauthorized access by third parties.

4.3. All information posted by the User on the Site is posted by him in any interests of the User and, accordingly, the User places that or other information about himself solely in his own interests. The User understands and assumes all the risks associated with such placement of information.

4.4. The Administration is not obliged to carry out a preliminary check of the Information of any kind posted and/or distributed by the User through the Site. The Administration has the right, at its discretion, to refuse the User to post and/or distribute any Information or delete any Information posted by the User on the Site.

4.5. The User's appeals to the Administration on issues related to the use of the Site are considered in the manner provided for on the Site. The interaction between the Administration and the User is carried out using the e-mail address specified by the User.

4.6. The Administration has the right not to consider the User's appeals:

- not containing information and documents necessary for consideration of the appeal;
- containing false information and (or) documents that do not have signs of authenticity;
- in relation to questions on which the Administration previously sent a response to the User (repeated requests);
- containing insults, threats or appeals stated in a sharp negative form;
- sent in violation of other conditions and procedure for consideration of appeals provided by the Administration.

5. Obligations of the User

5.1. The User undertakes to act solely in accordance with the current legislation and the User Agreement, and also bear full responsibility in accordance with the

legislation of the Russian Federation for their own actions and inaction on the Site, as well as when using the Services.

5.2. The Services available to the User can be used exclusively for personal purposes. The User can use the Services only for the purposes for which such Services are intended by the Administration. The User is prohibited from using the Services, as well as any information received on the Site for other purposes, as well as in the interests of third parties and/or in their business activities.

5.3. The Administration has the right at any time, at its discretion, to conduct a random check of the terms of use by Users of the Services for compliance with the User Agreement, including automatically using software tools.

5.4. The User undertakes not to use automatic and other programs to gain access to the Site without the written permission of the Administration. Without the permission of the Administration, it is also not allowed to use, distribute, copy and/or extract from the Site manually or automatically any materials or information.

5.5. The User also undertakes:

- not to take any actions that may lead to a disproportionately large load on the infrastructure of the Site;
- do not copy, reproduce, modify, distribute or present to the public any information contained on the Site without the prior written permission of the Administration and any third party;
- not interfere with the operation of the Site, and also not interfere with the operation of automatic systems or processes in order to block or restrict access to the Site.

5.6. In order to suppress or prevent violation of the User Agreement and/or causing damage to the Site (for example, DDoS attacks or other hacker attacks, unauthorized use of software by the Administration), the Administration has the right to restrict the access of Users or third parties to the Site by blocking

access to the Site of the corresponding ip-address or range of ip-addresses.

6. Exchange of Information When Using the Site

6.1. Administration messages intended for Users are published for public access on the Site and sent individually to the email addresses provided by Users during Registration. Messages published on the Site are considered delivered to the User from the moment of their publication.

6.2. Messages from Users intended for the Administration are sent by the methods proposed on the Site, including the feedback form for requests on the Site.

6.3. By accessing the Site, the User agrees that the Administration may send the User e-mails to the e-mail address indicated by him on the Site.

7. Guarantees and Liability

7.1. The User is responsible for the actions performed on the Site in accordance with the current legislation of the Russian Federation, including responsibility for the content of the information posted by him.

7.2. The Administration is not responsible for the loss of information by the User, as well as for the distortion of information or the loss of a message received using the communication forms on the Site.

7.3. Taking into account the principles of construction and operation of the Internet, the Services are provided "as is", which means that the Administration does not provide any guarantees regarding the Services, in particular, the Administration does not guarantee the User that: The Services, their direct or indirect effect and quality will meet the requirements and goals of the User; The Services will be provided continuously, reliably and without error; The results that will be obtained through the use of the Services will be accurate, reliable and meet the expectations of the User.

7.4. The Administration is not responsible for non-fulfillment or difficulties in fulfilling obligations due to force majeure circumstances, the consequences of which cannot be avoided or overcome.

7.5. The Administration is in no way connected with any information provided by the User and is not obliged to verify the content, authenticity and safety of such information or its components.

7.6. Information posted by Users may contain links to sites on the Internet (third-party sites). The Administration is not responsible for any information, materials posted on the websites of third parties.

7.7. The Administration has no obligation to notify any third parties about the User's loss of access to the Site and for the possible consequences resulting from the absence of such notification.

7.8. The User confirms his consent to the use by the Administration of the system of automatic detection and fixation of violations by Users of the terms of use of the Site, regulated by this User Agreement.

7.9. The Administration reserves the right, at its own discretion, to terminate the access (block) of the User who violates the terms of this User Agreement, while the Administration has the right not to return the funds received from the User.

8. Disputes and Current Legislation

8.1. When resolving all disputes under this User Agreement, the current legislation of the Russian Federation shall apply.

8.2. Before going to court, the User must comply with the pre-trial procedure for resolving disputes by sending a claim to the Administration by e-mail info@osminog.app, with documents confirming the circumstances and requirements referred to by the User. The term for consideration of the User's claims is no more than 30 (thirty) calendar days from the date of receipt of the

claim by the Administration. If the User does not receive a response from the Administration within the specified period or if the Administration refuses to satisfy the justified claims of the User, the User has the right to go to court.

8.3. The recognition of certain parts of this User Agreement as invalid does not cancel the effect of other provisions of this User Agreement.

9. Validity of the User Agreement

9.1. This User Agreement comes into force from the moment the user confirms that he has read the User Agreement for the use of the Services by the User on the Site and is valid indefinitely.

9.2. The Administration has the right at any time to unilaterally refuse to execute this Agreement in full or in part, with notification of the User through the Site interface, by e-mail or otherwise.

9.3. The User Agreement is terminated early in the event of termination (blocking) of the User's access to the Services due to violation by the User of the terms of the User Agreement and other documents regulating the operation of the Site, or termination of such access at the initiative of the User.

10. General Rules for the Provision of Paid Services

10.1. The Administration provides the Users with paid Services, including:

- increased limits on the creation of monitoring tasks and adding websites;
- access to advanced features of the Site within the framework of paid tariffs.

10.2. The provisions of this section are common to all paid Services provided by the Administration. Features of the provision of the Services are governed by section 11 of this User Agreement.

10.3. The list and/or conditions for the provision of the Services may be supplemented and/or changed by the Administration at its discretion by

publishing the relevant changes on the Site.

10.4. The period and conditions of the Service are established by the Administration on the Site. Upon expiration of the Service period, the Services are considered rendered by the Administration in full and in a proper manner.

10.5. Services are provided exclusively to Users who are capable individuals.

10.6. Before ordering and paying for the Services, the User must carefully read this User Agreement and all other documents regulating the operation of the Site.

10.7. The terms of the provision of Services are considered accepted by the User from the moment of payment for the Services.

10.8. The Administration undertakes:

- to provide the User with Services in accordance with the provisions of this section, subject to the technical ability to provide the Services;
- to make all reasonable efforts for the proper provision of the Services.

10.9. The User undertakes:

- to pay for the Services at the prices effective at the time of payment;
- to comply with the requirements of the current legislation of the Russian Federation, the provisions of this User Agreement and all other documents regulating the operation of the Site when using the Services;
- at the request of the Administration, to provide the latter with information and documents necessary for the identification of the User.

10.10. The Administration has the right to unilaterally change the prices for the Services without special notification.

10.11. The choice and use of the method of payment for the Services is made by the User at his own discretion and without any liability of the Administration.

10.12. Payment for the Services is made by the User with the indication of the User's email and/or other details identifying the payment.

10.13. Payment for the Services is considered made by the User at the time of crediting funds to the Administration's account or, when paying for the Services using electronic money, at the time of receiving verified information from the relevant payment system about the receipt of payment for the Services.

10.14. The User is informed and agrees that some operations for accepting payment for the Services provided are not controlled and not tracked by the Administration, and the Administration is not responsible for the transfer and/or receipt of the User's funds in payment for the Services.

10.15. The User hereby confirms his consent that the statistical data of the Administration's accounting system will be sufficient confirmation of the fact of the Services rendered under this User Agreement.

10.16. The Administration is not responsible for the inability to provide paid Services in the event of:

- technological failures of public communication channels — until the failures are eliminated or access is restored;
- signs of unauthorized access to the User's account — for the duration of such circumstances;
- in cases falling under the definition of force majeure circumstances — for the duration of such circumstances.

10.17. The Administration has the right to immediately suspend the provision of Services in the event of a violation by the User of any of his obligations, until the violation is fully remedied.

10.18. In the event of losses to the User through the fault of the Administration, the Administration bears liability to the User in an amount not exceeding the cost of the Service ordered and paid for by the User but not received through the fault of the Administration.

10.19. The Administration is not responsible for losses caused to the User as a result of the inability to use the Services due to errors, omissions, interruptions in operation, deletion of files, defects, delays in operation or data transmission and other reasons of a technological nature, as well as inadequate quality of public communication channels.

11. Special Rules for the Provision of Paid Services

Access to advanced features of the Site within the framework of paid tariffs

11.1. Within the framework of paid tariffs, the Administration undertakes to provide the User with access to the advanced features of the Site.

11.2. The cost of tariffs, their validity period, as well as the list of advanced features they provide, are indicated on the Site in the section <https://osminog.app/pricing>.