

TERMS OF SERVICE

LeadFlow Local

SERVICE FRAMEWORK

TERMS OF SERVICE

Business-to-business terms for AI marketing, lead generation, websites, CRM and automation services.

CLEAR. PRACTICAL. PROTECTIVE.

A transparent framework for project approval, delivery, payment, account access, data handling, intellectual property and business continuity.

AI MARKETING · LEAD GENERATION · WEBSITES · CRM · AUTOMATION

EFFECTIVE DATE 11 July 2026	VERSION 2.0	CONTACT leadflowlocalvn@gmail.com
COMPANY LEADFLOW LOCAL LLC	JURISDICTION Republic of Armenia	WEBSITE leadflow-local.com

DOCUMENT NOTE The accepted Order contains the commercial detail. These Terms provide the legal and operational framework. The English version controls unless a signed Order expressly states otherwise.

A clear framework for working together

The accepted Order contains the commercial detail. These Terms provide the legal and operational framework behind it. The summary below is for convenience only; the numbered Terms control.

DEFINED SCOPE The Order identifies deliverables, fees, assumptions, dependencies and included revisions.	TIMELY COOPERATION We provide the agreed Services; the Customer supplies access, content, approvals and lawful instructions.
CLEAR PAYMENT Invoices, third-party costs and any advance fees are handled as stated in the Order and these Terms.	HUMAN REVIEW AI-assisted and customer-facing outputs must be reviewed before publication or regulated use.
REALISTIC RESULTS Marketing, advertising, SEO, CRM and automation improve opportunities but do not guarantee outcomes.	SAFE HANDOVER Accounts, data, websites and Deliverables are handed over according to the Order after payment and approval.

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01 About LeadFlow Local

LeadFlow Local is an AI marketing agency providing digital strategy, lead generation support, websites and landing pages, CRM and follow-up systems, AI-assisted automation, analytics, advertising support, consulting, training and related online growth services for business customers.

The Services are provided by LEADFLOW LOCAL LLC, a limited liability company incorporated in the Republic of Armenia. We serve customers in Vietnam and other countries through proposals, invoices, email, messaging, calls, project tools, CRM systems and other electronic channels.

Legal name	LEADFLOW LOCAL LLC
Legal form	Limited Liability Company incorporated in the Republic of Armenia
Registration number	999.110.1593802
Taxpayer number	08327707
Registered office	Republic of Armenia, Yerevan, Arabkir, Adonts Street 4/3, postal code 0014
Email	leadflowlocalvn@gmail.com
Website	leadflow-local.com

02 Application and Business Use

These Terms of Service ("Terms") apply to every Order accepted by a business, professional, organisation or person acting for business purposes (the "Customer") from LEADFLOW LOCAL LLC ("LeadFlow Local", the "Company", "we", "us" or "our").

These Terms are not intended for consumer transactions. The person accepting an Order confirms that they have authority to bind the Customer. If mandatory law nevertheless treats the Customer as a consumer, nothing in these Terms excludes rights that cannot lawfully be waived.

The English version controls unless a signed Order expressly states otherwise. A translation may be provided for convenience, but it does not change the English version unless both parties expressly agree in writing.

03 Contract Formation and Precedence

A contract is formed when the Customer clearly accepts an Order after receiving or being directed to these Terms. Acceptance may occur by signature, electronic signature, email or message confirmation, payment, selecting an acceptance box, or another unambiguous written or electronic action.

An Order may be a signed proposal, statement of work, quote, invoice, checkout description, service schedule or other written scope that identifies the Services and commercial terms. A customer purchase order or procurement form does not amend the contract unless we expressly sign or otherwise accept the relevant amendment in writing.

If documents conflict, the following order applies: (1) a signed amendment or applicable data processing agreement for its subject matter; (2) the accepted Order; (3) these Terms; and (4) linked policies or operational documents. An Order overrides these Terms only to the extent of the specific conflict.

CONTRACT RECORD

Keep a copy of the Order and the version of these Terms supplied or linked when the Order is accepted.

04 Definitions

Term	Meaning
Business Day	Monday to Friday, excluding public holidays in the Republic of Armenia.
Customer Data	Data supplied by or on behalf of the Customer, or processed for the Customer in connection with the Services.
Deliverable	A final work product expressly identified as a deliverable in an accepted Order.
Order	The accepted proposal, statement of work, quote, invoice, checkout description, service schedule or other written commercial scope.
Services	The services expressly described in the accepted Order.
Third-Party Platform	Any software, advertising, hosting, domain, communications, payment, analytics or other service not controlled by LeadFlow Local.

05 Services and Scope

We provide only the Services expressly described in the accepted Order. We may select the personnel, contractors, technical methods, workflows, templates and tools used to perform the Services, unless the Order requires a specific method or provider.

Unless the Order expressly includes them, the following are excluded: advertising spend; domains and hosting; software subscriptions; stock assets; SMS, call and email-sending charges; payment processor and marketplace fees; paid plugins; translation certification; legal, tax or regulatory advice; government filings; licensing; and customer support provided in the Customer's name.

Recommendations, audits and strategy materials are based on the information reasonably available at the time. The Customer remains responsible for business decisions, implementation choices and obtaining specialist advice where required.

SCOPE RULE Anything not expressly included in the accepted Order is out of scope and may require a paid change.

06 Customer Responsibilities

The Customer must cooperate reasonably and on time. In particular, the Customer is responsible for:

- providing complete, accurate and timely information, brand materials, images, logos, prices, offers, approvals, access and recovery details;
- ensuring that claims, testimonials, promotions, before-and-after materials and sector-specific statements are truthful, lawful and supportable;
- reviewing and approving public-facing pages, advertisements, forms, automations, messages and other Deliverables before launch or publication;
- maintaining lawful ownership or authorised control of its domains, hosting, advertising accounts, CRM, payment processors, communication channels and business accounts;
- obtaining notices, consents, permissions and rights required for Customer Data, marketing communications, tracking, cookies, recordings and cross-border processing;
- complying with laws, licences, professional rules and Third-Party Platform policies applicable to its business, offers, audiences and territory; and
- maintaining independent backups of websites, files, accounts, creative assets, CRM records, customer lists and advertising data.

The Customer must not provide health data, biometric data, children's data, government identification, payment card data or other high-risk personal data unless we have expressly agreed in writing and suitable data terms and safeguards are in place.

07 Fees, Expenses and Taxes

Fees, currency, billing method and payment schedule are stated in the Order. Unless the Order says otherwise, deposits, retainers, setup fees, audits, strategy fees and discounted launch fees are payable in advance, and invoices are due on receipt.

Fees exclude VAT, sales tax, withholding tax, bank charges, currency conversion costs, payment processor fees and third-party costs unless expressly stated otherwise. The Customer must pay or reimburse those amounts. If a lawful withholding or deduction applies, the Customer must provide the relevant official certificate and, where legally permitted, increase the payment so that we receive the net amount invoiced.

Advance fees reserve capacity and may be non-refundable to the extent they relate to work performed, committed costs, reserved time or other amounts that cannot reasonably be recovered. If the Customer cancels, pauses or delays a project, it remains responsible for completed work, reserved capacity, committed costs and non-cancellable third-party expenses.

If payment is overdue, we may give notice and suspend Services, withhold Deliverables, pause campaigns, disable Company-managed access, stop support or decline further work. We may charge late-payment interest and reasonable recovery costs to the extent permitted by law. A billing dispute must be raised in good faith within 5 Business Days after invoice receipt and does not permit withholding undisputed amounts.

The Customer must contact us before initiating a chargeback or payment reversal. An unjustified chargeback, reversal or payment dispute may be treated as a material breach, without limiting the Customer's right to dispute a genuinely unauthorised or incorrect charge.

08 Timelines and Dependencies

Timelines are estimates unless the Order expressly identifies a fixed guaranteed deadline. Delivery depends on timely payment, information, content, access, approvals, technical feasibility, third-party review and platform availability.

Customer delay automatically extends the affected timeline. If required information, access, payment or approval is not supplied on time, we may pause work, reschedule resources, revise the delivery date, charge a reasonable reactivation or rescheduling fee, or treat the project as inactive after written notice.

We are not responsible for delay caused by the Customer, Third-Party Platforms, advertising reviews, payment processors, domain registrars, hosting providers, API changes, account restrictions, public holidays, internet or utility failures, security events or Force Majeure Events.

09 Review, Acceptance and Revisions

The Customer must review each Deliverable promptly and provide specific, consolidated feedback. Included revision rounds are only those stated in the Order. If the Order is silent, one reasonable consolidated revision round is included for draft creative or page content, provided it remains within the original scope.

A Deliverable is accepted when the Customer approves it in writing, publishes or launches it, uses it in business, or does not provide a reasonably detailed written rejection within 5 Business Days after delivery, unless the Order states another review period.

A valid rejection must identify a material failure to conform to the accepted Order. Changed preferences, new strategy, additional features, performance after launch, Third-Party Platform behaviour or requests outside the original scope do not prevent acceptance.

FEEDBACK STANDARD Send one clear, consolidated set of comments from the Customer's authorised decision-maker.

10 Changes and Additional Work

Requests for new pages, campaigns, audiences, automations, integrations, platforms, substantial copy rewrites, design-direction changes, post-approval changes, additional meetings, rush delivery or other work out of scope may require a revised timeline and additional fees.

A change may be approved by signed change order, email, message, payment or another clear written confirmation. We are not required to begin additional work until the scope, fee, dependencies and timing are reasonably clear.

11 Third-Party Platforms and Accounts

The Customer is responsible for advertising spend, domains, hosting, software, CRM, email, SMS, calls, stock assets, paid plugins, marketplace fees and other third-party charges unless the Order expressly includes them. Third-Party Platforms are governed by their own terms and controlled by their providers.

We are not responsible for Third-Party Platform downtime, data loss, account restrictions, ad disapprovals, moderation decisions, policy or price changes, API changes, algorithm changes, tracking restrictions, review delays or service discontinuation.

The Customer authorises us to access and manage relevant accounts only as reasonably required to perform the Services. The Customer should use business-owned accounts, secure sharing methods, limited permissions and current recovery details. Our access ends when no longer required, but the Customer remains responsible for account ownership, billing, security and recovery.

12 AI, Automation, CRM and Analytics

Unless the Order says otherwise, the Customer authorises us to use artificial intelligence, automation, scripts, templates, low-code and no-code tools, analytics tools and service providers to perform the Services. AI-assisted output may contain errors, may not be unique and may require further editing.

The Customer must conduct appropriate human review before using any customer-facing, regulated, legal, medical, financial, employment-related or otherwise high-risk output. LeadFlow Local does not replace the Customer's legal, medical, financial, regulatory or professional advisers.

CRM, messaging, lead capture and follow-up systems depend on correct configuration, Customer Data quality, lawful consent, deliverability, integrations, platform limits, third-party availability and the Customer's own response and sales processes. We do not guarantee that every lead, message, call, submission or conversion will be captured, delivered, answered or completed.

We may replace, reconfigure, disconnect or remove a tool where reasonably necessary for security, performance, cost, compatibility, compliance or platform stability, provided that we do not materially reduce an expressly agreed Deliverable without discussing a reasonable alternative with the Customer.

13 Advertising and No Guaranteed Results

Marketing, advertising, lead generation, SEO, CRM, automation and AI-assisted services can improve presentation, systems and commercial opportunities, but they cannot guarantee revenue, bookings, sales, traffic, rankings, leads, cost per lead, return on advertising spend, conversion rate, account status, ad approval, platform approval, follower growth or any other business outcome.

Performance depends on factors outside our control, including budget, market demand, offer strength, price, competition, location, seasonality, account history, platform algorithms, creative fatigue, regulatory restrictions, Customer response speed, reputation and sales execution.

Analytics, attribution, pixels, tags and reports are estimates and may be affected by cookie consent, browser settings, ad blockers, privacy restrictions, platform models, missing or duplicate events, offline activity, tracking outages and methodology changes. Forecasts, targets, examples, case studies, benchmarks and sample dashboards are illustrative unless a signed Order expressly states a guaranteed obligation.

NO PROMISED OUTCOME A target is not a guarantee unless the signed Order clearly says that it is.

14 Customer Materials and Permissions

The Customer represents that it owns or has permission to use all content, images, videos, logos, trademarks, testimonials, customer lists, before-and-after materials, data, scripts, claims and other materials supplied to us. The Customer grants us a limited permission to use, edit, format, configure, test, publish and share those materials with service providers only as reasonably necessary to perform the Services.

The Customer is responsible for the accuracy, legality and approval of Customer materials and instructions. We are not responsible for a claim or loss caused by Customer materials, Customer Data or instructions that are inaccurate, unlawful, unauthorised or misleading.

15 Intellectual Property

The Customer retains ownership of Customer Data and materials supplied by the Customer. LeadFlow Local retains ownership of all pre-existing and reusable materials, including templates, frameworks, prompts, playbooks, code libraries, design systems, automation logic, report formats, methods, internal tools, know-how and generalised learning ("Company Background IP").

Unless the Order expressly assigns ownership, after full cleared payment the Customer receives a worldwide, perpetual, non-exclusive licence to use the final accepted Deliverables for its own internal business and public marketing purposes. The licence may be transferred with a genuine sale or transfer of the Customer's business, but it does not permit resale of Company Background IP as a standalone product or service.

No licence or ownership transfer takes effect until all amounts due for the relevant Order are paid. Until then, we may withhold files, restrict access or require removal of unpaid work to the extent legally permitted.

Raw files, editable source files, code repositories, prompts, training materials, internal documentation, reusable components and working files are not included unless the Order expressly includes them. Third-party materials, fonts, stock assets, open-source software and platform components remain subject to their own licences and terms.

Unless the Customer opts out in writing before publication, we may identify the Customer and display already-public Deliverables or public campaign screenshots in our portfolio and proposals, provided that we do not disclose non-public financial information, personal data, passwords, confidential strategy or sensitive business information. We will obtain express approval before using patient-related, health-related or other sensitive case-study material.

16 Confidentiality

Each party may receive non-public business, technical, financial, operational, customer or strategic information from the other party ("Confidential Information"). The receiving party must use Confidential Information only for the contractual relationship, protect it with reasonable care and disclose it only to personnel, contractors, advisers and service providers who need it and are subject to confidentiality duties.

Confidentiality obligations do not apply to information that is public without breach, already lawfully known, independently developed, lawfully received from another source, or required to be disclosed by law, court, regulator or competent authority. Where legally permitted, the receiving party will give reasonable notice before a compelled disclosure.

These confidentiality obligations continue for 3 years after the relevant Order ends. Trade secrets and information protected for a longer period by mandatory law remain protected for so long as they retain that status.

17 Data Protection and Security

Each party will comply with data protection laws that apply to its own activities. Unless a data processing agreement states otherwise, each party acts as an independent controller of personal data it determines to collect and use.

The Customer is responsible for the lawfulness of Customer Data, including collection, notices, consent, transfer, instructions, marketing use, recordings and audience creation. Before we access non-public lead records, CRM exports, customer lists, call recordings, message histories, advertising audiences or similar personal data, we may require a separate data processing agreement and may refuse access until it is signed.

The Customer authorises us and our service providers to process Customer Data in Armenia, Vietnam and other countries where we or our providers operate, to the extent reasonably required to perform the Services and subject to applicable law and any agreed data processing terms.

We will use commercially reasonable administrative, technical and organisational safeguards appropriate to the nature of the Services. No system is completely secure, and we do not guarantee absolute security. Where legally required or agreed in a data processing agreement, we will notify the Customer without undue delay after becoming aware of a confirmed security incident affecting Customer personal data.

The Customer must use reasonable security practices, including secure credential sharing, least-privilege access, multi-factor authentication where available and prompt removal of obsolete users. Data return, deletion, retention and subprocessor terms are governed by the Order, any applicable data processing agreement and mandatory law.

DATA TERMS MAY BE REQUIRED Do not send non-public lead, CRM or customer data until the required data processing terms and access method are confirmed.

18 Websites, Hosting and Handover

Website and landing-page Deliverables may be delivered through a live URL, preview link, website builder, CMS, code repository, hosting platform, exported files or another commercially reasonable method stated in the Order.

Unless maintenance is expressly included, after handover the Customer is responsible for domains, hosting, renewals, backups, uptime, security, software updates, user access, legal pages, cookie settings, accessibility review, analytics settings, content updates, platform fees and ongoing compliance.

Where we create or configure an account for delivery, the Customer is responsible for ongoing fees, content, compliance, security and recovery access after handover. We may withhold handover until the relevant fees are paid. The Customer should test recovery access and download any files it needs promptly after handover.

19 Compliance and Prohibited Use

The Customer must not use the Services or Deliverables for illegal activity, fraud, scams, deceptive advertising, fake reviews, impersonation, undisclosed endorsements, spam, unlawful cold messaging, unlawful scraping, credential harvesting, malware, spyware, platform-policy evasion, discriminatory targeting, sanctions or export-control violations, or infringement of intellectual property, privacy, publicity or personality rights.

A Customer operating in healthcare, wellness, beauty, real estate, tourism, finance, employment or another regulated or sensitive sector is responsible for obtaining local legal and sector-specific review before publication or launch. We may refuse, pause or terminate work that we reasonably believe creates legal, platform, data, security or reputational risk.

20 Suspension and Termination

We may suspend Services, withhold Deliverables, pause campaigns, restrict Company-managed access or stop support if payment is overdue, required information or approval is missing, a required data processing agreement is not signed, the Customer creates material risk, or the Customer breaches the contract.

Either party may terminate an Order for material breach if the breach is not cured within 10 Business Days after written notice, unless the breach cannot reasonably be cured. We may terminate immediately for fraud, sanctions risk, unlawful instructions, abusive behaviour, serious platform-policy risk, data-protection risk, security risk or conduct that may expose us or another person to material liability or harm.

For a recurring service, the Customer may terminate future service in accordance with the notice period in the Order. If the Order is silent, termination takes effect at the end of the current paid billing period after written notice. For fixed-scope work, the Customer may cancel unstarted future work, but fees for completed work, reserved capacity, committed costs and non-cancellable third-party expenses remain payable.

On termination, all undisputed amounts for work performed and committed costs become due. We may withhold handover and suspend unpaid licences until payment. Unless the Order includes paid transition support, we are not responsible for maintaining campaigns, websites, automations, domains, hosting, tools or accounts after termination.

Sections concerning payment, intellectual property, confidentiality, data protection, disclaimers, liability, indemnity, dispute resolution and any provision intended by its nature to survive will continue after termination.

21 Warranties and Disclaimers

We will perform the Services with reasonable skill and care and in a professional, commercially reasonable manner. Except for obligations expressly stated in an Order, and to the fullest extent permitted by law, the Services and Deliverables are provided "as is" and "as available".

We disclaim implied warranties of merchantability, fitness for a particular purpose, non-infringement, uninterrupted operation, error-free performance, platform approval, SEO ranking, advertising approval, CRM deliverability, automation uptime and achievement of any commercial result, to the extent those warranties may lawfully be excluded.

The Customer is responsible for final review and for deciding whether the Services and Deliverables are suitable for its business, audience, legal, regulatory, technical and operational requirements.

22 Limitation of Liability

To the fullest extent permitted by law, LeadFlow Local will not be liable for indirect, incidental, special, consequential, exemplary or punitive loss; loss of profit, revenue, business, opportunity, goodwill or data; increased advertising cost; platform restriction; advertising account suspension; or claims by the Customer's end customers.

Our total aggregate liability arising out of or relating to an Order is limited to: (a) for recurring Services, the fees actually paid to us for the affected Services during the 12 months immediately before the event giving rise to the claim; or (b) for a fixed-scope or one-off project, the fees actually paid for the affected Order. For a free beta or pilot with no paid fee, the cap is USD 100 or the mandatory minimum required by law, whichever is greater.

These limitations apply regardless of the legal theory and even if a remedy fails of its essential purpose. Nothing excludes liability that cannot lawfully be excluded, including any liability that mandatory law expressly requires to remain unlimited.

23 Indemnity

The Customer will defend, indemnify and hold harmless LeadFlow Local, its directors, personnel and contractors from third-party claims, damages, penalties, losses, costs and reasonable legal expenses arising from Customer Data, Customer materials, Customer instructions, the Customer's products or services, offers, promotions, end-customer relationships, or the Customer's breach of law, platform rules, privacy rules, advertising rules, messaging rules or sector-specific requirements.

This includes claims involving alleged infringement caused by Customer materials or instructions, unauthorised collection or transfer of personal data, unlawful communications, tax withholding failures and third-party costs caused by the Customer.

We will provide reasonable notice of an indemnified claim and reasonable cooperation at the Customer's expense. The Customer may control the defence with suitably qualified counsel, but may not settle a claim in a way that admits fault by LeadFlow Local, imposes a non-monetary obligation on us or fails to provide a full release, without our prior written consent.

24 Force Majeure

Neither party is liable for delay or failure caused by an event beyond its reasonable control, including natural disaster, epidemic, war, civil unrest, government action, sanctions, labour disruption, widespread internet or utility failure, cyberattack not caused by a party's failure to use reasonable safeguards, or material failure of a Third-Party Platform (a "Force Majeure Event").

The affected party must take reasonable steps to reduce the impact and resume performance. Payment obligations for Services already performed are not excused. If a Force Majeure Event prevents a material part of the Services for more than 30 consecutive days, either party may terminate the affected part of the Order by written notice.

25 Governing Law and Dispute Resolution

These Terms and each Order are governed by the laws of the Republic of Armenia, excluding conflict-of-law rules, unless a signed Order expressly states another governing law.

Before commencing formal proceedings, either party may send a written dispute notice describing the issue and requested resolution. The parties will attempt in good faith to resolve the dispute within 15 Business Days after receipt of that notice.

If the dispute is not resolved, it will be finally determined under the Arbitration Rules of the Arbitration and Mediation Center of Armenia (AMCA) by one arbitrator. The seat of arbitration is Yerevan, Armenia, and the language is English. The award is final and binding.

Either party may seek urgent interim or protective relief from a competent court. LeadFlow Local may also pursue undisputed debt collection in a competent court where appropriate and legally permitted.

DISPUTE PATH Good-faith negotiation first; AMCA arbitration in Yerevan if the dispute remains unresolved.

26 Notices, Changes and General Terms

Notices

Contractual notices must be sent by email to the address stated in the Order or, for LeadFlow Local, to leadflowlocalvn@gmail.com. A notice is treated as received on the next Business Day after sending if no delivery-failure message is received. A party must promptly notify the other of a change to its notice details.

Changes to these Terms

We may update these Terms from time to time. Updated Terms apply to new Orders and renewals from the stated effective date. A fixed-scope Order remains governed by the version accepted for that Order unless both parties agree otherwise or mandatory law requires a change.

For an ongoing recurring service, we may propose updated Terms by giving reasonable notice. If a change materially reduces the Customer's contractual rights, the Customer may terminate the affected recurring service before the change takes effect, subject to payment of amounts already due and committed costs. Continued use after the effective date constitutes acceptance only where the notice clearly states that consequence.

General terms

The parties are independent contractors. These Terms do not create an agency, partnership, employment, franchise, fiduciary relationship or joint venture. We may use employees, contractors and subprocessors to perform the Services and remain responsible for our contractual obligations.

The Customer may not assign an Order without our written consent, not to be unreasonably withheld for a genuine business reorganisation or sale. We may assign the contract in connection with a merger, restructuring, sale of assets or transfer of the relevant business, provided that the assignee assumes the applicable obligations.

If a provision is invalid or unenforceable, the remaining provisions remain effective and the invalid provision will be adjusted only to the minimum extent necessary to make it enforceable while preserving the intended commercial effect. Failure to enforce a provision is not a waiver. A waiver must be written and applies only to the specific situation.

The accepted Order, these Terms and any incorporated policies or data terms form the entire agreement for the relevant Services and replace prior discussions about that scope. Headings are for convenience only. Electronic signatures, counterparts and electronic records are valid to the extent permitted by law. No person other than the parties has a right to enforce the contract unless an Order expressly states otherwise.

27 Contact Us

For questions about these Terms, project communications or legal notices, contact LeadFlow Local using the details below.

Legal name	LEADFLOW LOCAL LLC
Legal form	Limited Liability Company incorporated in the Republic of Armenia
Registration number	999.110.1593802
Taxpayer number	08327707
Registered office	Republic of Armenia, Yerevan, Arabkir, Adonts Street 4/3, postal code 0014
Email	leadflowlocalvn@gmail.com
Website	leadflow-local.com

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END OF TERMS OF SERVICE This document ends here.