



# **Xugar Services Agreement**

**REMOVALS COMPARE PTY LTD**

23/09/2024



# Xugar Services Agreement

## Important Disclaimer Regarding SEO Services

Search Engine Optimisation (SEO) is not a one-time activity. If you stop SEO services your rankings will drop. SEO is an extremely time-consuming activity and depending on your competition, you might not see results for 3 – 6 months. Accordingly, we require you to engage our services for no less than the fixed term detailed in Schedule A (under Total Commitment Length) to allow us to achieve desired results. You are not entitled to terminate this agreement before the Fixed Term. Should you seek to terminate prior to the expiry of the Fixed Term, you will be required to pay to Xugar all unpaid amounts over the balance of the Fixed Term.

The objective of SEO services is to increase your search engine rank. The objective of SEO is not to increase sales and we do not guarantee an increase in your sales.

SEO rankings can drop at any time without reason including due to algorithm changes made by Google. Such changes are outside our control and we take no responsibility and bear no liability for a drop in your rankings.

## Important Disclaimer Regarding Guarantee

You enter this Agreement fully aware of your guarantee pursuant to clause 35 of this Agreement. As a guarantor, you are personally liable for all fees, debts, charges, liabilities and other costs incurred under this Agreement, or arising out of this Agreement. As signee to this Agreement, you are personally guaranteeing the company that is entering this agreement.

## 1. Terms and Conditions

These are the terms and conditions for services to be provided by 1 Being Pty Ltd ACN 619 607 448 trading as Xugar (Xugar, our, we or us) and REMOVALS COMPARE PTY LTD (you). Our services (Services) may include any one or more of the following:

1. Development Work (defined in clause 2 below).
2. SEO Services (defined in clause 3 below).
3. Hosting Services (defined in clause 4 below).
4. Google Ads & Social Media Marketing (defined in clause 5 below).

## 2. Development Work

If you are engaging Xugar to provide web or app development services (Development Work), the scope of our Development Work as agreed with you is set out in Schedule A or otherwise set out in the proposal (Proposal) provided to you.

## 3. SEO Services

If you are engaging Xugar to provide SEO services (SEO Services), the scope of our SEO Services as agreed with you is set out in Schedule A or otherwise set out in the Proposal provided to you. As per the Disclaimer above, SEO Services cannot be terminated prior to the expiry of the Fixed Term.



The SEO Service is not guaranteed, but will be performed to the best of Xugar's knowledge and ability.

You should be satisfied once you have chosen to engage Xugar to implement the SEO Service by examining Xugar's experience and previous work that Xugar has the requisite knowledge and ability to implement the SEO service for you.

Your website's ranking in relation to a particular search term will rely on both the relevancy of that term on your pages, the popularity of that term on other websites and the relevance of the back-links to your website to the search term. Although Google's results are displayed on other search engines, the work that is carried out by Xugar is aimed at increasing visibility and boosting ranking on Google. It is not possible to give a 100% guarantee for any specific result on any search engine, nor can Xugar quantify the level of increased traffic or sales, as a result of the SEO campaign. The objective of SEO Services is not to increase sales. Our objective is to improve your search engine rankings for agreed search terms.

No guarantees will be given as to your website's ranking as the search engines change their ranking algorithms on a regular basis and new sites and competitor sites may be being optimised and submitted continually. It is possible for your website's rankings to go backwards, if this were to happen, no liability will be on Xugar and no refunds or discounts given.

SEO deliverables are to improve your website rankings on the keywords selected and / or close variations of these phrases. In some cases it may not be possible to improve rankings on certain keyword phrases and in this case Xugar will select the closest relevant keyword phrases to optimise.

SEO process takes at least 3 - 6 months to show some significant effect. During this time your website is analysed and optimised within the timelines and resources specified in agreement. Achieving stable high rankings can take up to 6-12 months.

SEO reporting will commence 1 months after the that start date of the campaign and performed once per month unless otherwise agreed with you

Results will be based upon listings of Google only unless otherwise agreed.

You agree to give Xugar the following access and that should such access not be granted, Xugar will not be held responsible for meeting any agreed upon targets:

1. You grant authority to submit the website pages being promoted to search engines and directories. Xugar will have the ability to optimise the structure and content of clients' web pages. Such changes generally have a minimal visual impact. Xugar will work directly with you in order to maintain the original look and feel of your website.
2. You must provide Xugar with log-on information (username and password) to gain FTP and or cPanel access to the website. Xugar will maintain confidentiality of log-in information according to Xugar's privacy policy.
3. You must inform webmasters or anyone else who has access to the website that Xugar are performing SEO services on the site.
4. You must allow implementation of all optimisation strategies on your website.
5. You are responsible for ensuring that your website is always active and accessible.

Any SEO work that Xugar undertakes may be detrimentally affected if you have:

1. Employed the services of another SEO provider or any other related company to work on the website during the same period.
2. Created any duplicate sites, duplicate content or pages, redirects or doorway pages.
3. Requested or exchanged links with link farms or undertaken any spamming techniques which may harm the website's ranking with Google.
4. Attempted to use any other techniques, whether allowed by Google or not, to attempt to increase the SEO ranking of the site; or



#### 5. Any other additional SEO or SEO related activity.

Xugar will not be held responsible for reaching any agreed upon targets if you have attempted to complete any of the above listed tactics. Xugar requests that you inform Xugar in writing if any of the above has been undertaken either currently or prior to the appointing of Xugar. If any such work has been undertaken Xugar will not be held responsible for any agreed targets or guarantees and in such circumstances and Xugar reserves the right to withdraw its obligations to you.

It is agreed and understood that any activities undertaken by you (or by any third party on your behalf) which is in relation to or similar to the SEO Services, including without limitation any modification of the SEO Services or your website or the use of or inclusion of any third party product or service which might relate to the SEO Services shall interfere with the provision of the SEO Services by Xugar and affect the results, outcomes and positions in search engines. All such things should be discussed with Xugar prior to implementation and You shall not implement the same without the prior written consent of Xugar.

Xugar may make void any campaign and render all of the outstanding balance payable should it be discovered

that you have participated in actions considered undesirable (spamming) by the search engines, such as hidden links, links to link-farms, FFA link pages, redirects or cloaking techniques, submissions of web pages of the site to the search engines, search directories or other websites without the consent of Xugar, used automated website submission software or automated reciprocal link programs.

Xugar may provide hosting upgrade advice in the event speed or uptime of the website is limited or affected due to the hosting associated with your website and will not be held liable for not achieving agreed upon goals in the event that such advice is not taken.

Xugar cannot be held responsible for problems or additional costs arising due to any errors made by third parties, or failure to maintain a current copy of your own website.

## 4. Hosting Services

If you are engaging Xugar to provide hosting services (Hosting Services), the scope of such work is set out in Schedule A or otherwise set out in the Proposal provided to you.

## 5. Google Ads and Social Media Marketing

If you are engaging Xugar to provide Google ads and/or social media marketing work (Marketing Services), the scope of our Development Work as agreed with you is set out in Schedule A or otherwise set out in the proposal (Proposal) provided to you.

## 6. Photo and Video Production

### 1. Change of Date

- a. If the Client requests to change the agreed-upon date of the photography/videography services, a date change fee of \$100 will be applied.
- b. The date change is subject to availability and must be confirmed by the service provider.
- c. The Client must provide at least seven days' notice for any date change requests.



## 2. Archive Access

- a. The Provider will retain the original and edited photographs/videos for two weeks from the delivery date.
- b. If the Client requests access to the archive after the specified duration, an archive access fee of \$150 will be charged.
- c. The archive access fee covers the retrieval, storage, and administration costs.

## 3. Weekend Fee

- a. The standard photography/videography package rates apply to bookings scheduled from Monday to Friday.
- b. If the Client requests services on a weekend (Saturday or Sunday), a weekend fee of 25% of the package will be added to the total package cost.
- c. The weekend fee applies to all services, including photography, videography, and additional hours, if any.

## 4. Extra Hours On-site

- a. The standard photography/videography package includes the hours of coverage mentioned in the contract.
- b. If the Client requests additional hours of coverage beyond the agreed-upon duration, an extra hours fee of \$180 per hour will be applied.
- c. The extra hours' fee will be calculated based on the actual time spent on site, rounded to the nearest hour.
- d. The Provider will make reasonable efforts to accommodate the Client's request for additional hours, subject to availability and the Provider's schedule.
- e. Any request for additional hours should be communicated to the Provider in advance, whenever possible, to ensure appropriate availability and scheduling.
- f. If the additional hours are needed on a weekend shoot, the cost would be calculated as per the number of hours plus 25% of the cost of the extra number of hours

# 7. Our Fees & Payment Terms

In consideration of the Services, you are required to pay the fees (Fees) set out in Schedule A (under the Pricing section of each added service).

Our Fees must be paid as set out in the annexed proposal.

If you are engaging Xugar to provide Hosting Services, we will issue tax invoices from time to time setting out our charges relating to the provision of such services. The fees payable (if relevant) for Hosting Services are set out in Schedule A.

All our invoices must be paid by no later than the payment deadline provided in the invoice. If payment is not made on time, Xugar may employ the services of a debt recovery agency to recover the outstanding debt. You are liable for any costs associated with the recovery of outstanding debts.

All payments are to be made to Xugar's bank account details of which are set out in Schedule B. Any delay in payment may result in the imposition of an administration fee of \$75.00 for each month, or part month thereof, that your account remains overdue



This Agreement is not subject to a cooling off period. Any monies debited or received are non-refundable. Cancellation of any Direct Debit Authority does not affect your liability to pay the fees in full under the contract.

## 8. Supply of Materials

If you are engaging Xugar for Development Work, you must supply all materials and information required by us to complete the Development Work including items set out in Schedule A. Such materials may include, but are not limited to, website content, photographs, written copy, logos and other printed material. Where there is any delay in supplying these materials to us which leads to a delay in the completion of Development Work, we have the right to extend any previously agreed deadlines by a reasonable amount of time.

Where you fail to supply materials, and that prevents the progress of the Development Work, we have the right to invoice you for any part or parts of the Work already completed.

## 9. Variations to Development Work

Our Work is undertaken on the basis of the scope of work (Scope) we agree with you prior to the commencement of the Development Work. We will allow you to make minor changes to the Scope without charge. This includes changes such as minor content / text updates, minor image replacements, reasonable changes to fonts, bug fixes, minor technical support, software updates and any other tasks we may regard (in our absolute discretion) as minor updates to the Scope.

Any task or activity considered to be more than a minor change to the Scope (Out Of Scope), will be subject to additional charges (Additional Charges) and will be separately invoiced. We undertake to only commence work that is Out Of Scope once we have received your approval of our Additional Charges. Whether a task is Out Of Scope will be decided by Xugar in its absolute discretion. The following is a non-exhaustive list of tasks that will be regarded as Out Of Scope:

1. Broadly, 50% or more of the content of the platform is to be updated.
2. Changes impacting the back-end logic and responses.
3. Theme or style re-designs.
4. Material re-sizing of sections, fonts and / or images.
5. Functional changes or additions.
6. New design features.

Unless otherwise agreed, please note that our standard Additional Charge is \$180 per hour.

## 10. Project Delays and Client Liability

Any time frames or estimates that we give are contingent upon your full co-operation and the provision of complete and final materials and information required to complete the Development Work. During development there is a certain amount of feedback required in order to progress to subsequent phases. It is required that a single point of contact be appointed from your side and be made available on a daily basis in order to expedite the feedback process.

## 11. Approval of Development Work

On completion of the Development Work you will be notified and have the opportunity to review it. You must notify us in writing of any unsatisfactory points within 5 days of such notification. Any of the Development Work which has not been reported in writing to us as unsatisfactory within the 5-day review period will be deemed to have been approved. Once



approved, or deemed approved, Development Work cannot subsequently be rejected, Xugar will have deemed to have completed its obligations.

The review process as set out above will be repeated once. Beyond this, we reserve the right to impose Additional Charges on the basis of our hourly rate as set out in clause 8.

## 12. Warranty By You As To Ownership of Intellectual Property Rights

You must obtain all necessary permissions and authorities in respect of the use of all copy, graphic images, registered company logos, names and trademarks, or any other material that you supply to us to include in your website, web, mobile or other applications.

You must indemnify us and hold us harmless from any claims or legal actions related to the content of your website (including any unauthorised use by you of any material used in your website or web applications).

## 13. Ownership

Once you have paid us in full for our Development Work, ownership of the Development Work its related software and contents is transferred to you (subject to any and all applicable third-party ownership, rights and licences).

We do not grant you any rights in the SEO Services and all rights are reserved by Xugar. You acknowledge and agree that the SEO Services and procedure, the names and logos of Xugar and all related product and service names, are the sole and exclusive property of Xugar and its affiliates.

## 14. Search Engines

To the extent we are creating a website or app for you, we do not guarantee any specific position in search engine results for your website.

## 15. Disclaimer

To the full extent permitted by law, all terms, conditions, warranties, undertakings, inducements or representations whether express, implied, statutory or otherwise (other than the express provisions of these terms and conditions) relating in any way to the Services we provide to you are excluded. Without limiting the above, to the extent permitted by law, any liability of Xugar under any term, condition, warranty or representation that by law cannot be excluded is, where permitted by law, limited at our option to the replacement, re-repair or re-supply of the Services or the payment of the cost of the Services that we were contracted to perform.

We shall not be liable for any loss or damage which you may suffer which is in any way attributable to any delay in performance or completion of this agreement, however that delay arises. Any and all liability for consequential loss is strictly excluded.

We are not responsible in any way for loss, delays, damage or otherwise in connection with any modifications, changes or alterations undertaken by you or any third party to any service, platform or application we have been engaged to create or provide (as appropriate).

XUGAR's total aggregate liability for all claims relating to the Agreement is limited to 35% of the Price and any Additional



Charges incurred by you. Each party's liability for any claim relating to the Agreement will be reduced to the extent to which the other party contributed to the damage arising from the claim.

We are not responsible for any delay or failure to perform our Service under the agreement if the failure is caused by any matter beyond our reasonable control including (without limitation) acts of God, acts of any government, war or other hostility, national or international disaster, the elements, fire, explosion, power failure, equipment failure, strikes, lockouts, inability to obtain necessary supplies and any other force majeure occurrence.

Nothing in this Agreement, the proposal, or in any aspect of the provision of the Service creates a relationship of partnership or agent between the parties.

## 16. Subcontracting

We reserve the right to subcontract any Services that we have agreed to perform for you as we see fit.

## 17. Non-Disclosure

We agree that we will not at any time disclose any of your confidential information to any third party. A party must not, without the prior written consent of the other party, use or disclose the other party's Confidential Information unless expressly permitted by disclosing party's managing director in writing or required to do so by law or regulatory authority. Each party must implement and maintain effective security measures to prevent unauthorised use and disclosure of the other party's Confidential Information. A party may use the Confidential Information of the other party solely for the purposes of complying with its obligations and exercising its rights under this Agreement, and disclose the Confidential Information to its personnel or advisers to the extent necessary for them to know the information for the purposes related to this Agreement but only if reasonable steps are taken to ensure that the confidentiality of the information is retained.

## 18. Additional Expenses

You agree to reimburse us for any requested expenses which do not form part of our proposal including but not limited to the purchase of templates, third party software, stock photographs, fonts, domain name registration, web hosting or comparable expenses.

## 19. Good and Services Tax (GST)

Xugar's Fees and other charges are quoted exclusive of GST. To the extent that Xugar considers that the supply being made is subject to GST, GST will be charged in addition to the Fees and charges and is payable at the same time and in the same manner. Xugar will also charge GST on any expenses and/or disbursements that Xugar incurs in relation to the Work.

## 20. Backups

You are responsible for maintaining your own backups with respect to your website and we will not be liable for restoring any client data or client websites except to the extent that such data loss arises out of a negligent act or omission by us.

## 21. Cross Browser Compatibility

We endeavour to ensure that the web sites we create are compatible with all current modern web browsers such as the most recent versions of Internet Explorer, Firefox, Google Chrome and Safari.





## 22. E-Commerce

You are responsible for complying with all relevant laws relating to e-commerce, and to the full extent permitted by law will hold harmless, protect, and defend and indemnify Xugar and its subcontractors from any claim, penalty, tax, tariff loss or damage arising from your or your clients' use of internet electronic commerce.

## 23. Third Party Payment Platforms

To the extent that the Scope includes integrating a third-party payment system (for example, Stripe) into your site, application or platform, you agree to comply with the terms and conditions of use of such third-party platform holding us harmless for any loss or damage arising from your use of such platform or otherwise.

## 24. Other Third Party Integrations

To the extent that you have integrated any third party into your website or online presence, we are not liable for any problems or damages arising as a consequence of the third party integration.

## 25. Bug Support

XUGAR will endeavour to rectify any Bugs which XUGAR receives written notice of, up until the expiration of 90 days from the date of activation of your Services. Tweaks, amendments or improvements in usability, functionality or design are not considered a Bug, and are considered outside the original Scope and as such are billable at the standard hourly rate. XUGAR does not support or warrant any Bugs derived from obsolete browsers such as Internet Explorer 6 and versions of other browsers that are more than two versions old. XUGAR shall do a reasonable level of testing of your services, however you are responsible to thoroughly test your services for any Bugs during the warranty period.

## 26. Your Rights and Obligations

At all times while you have engaged our services you must not:

1. Remove our access from your website backend and/or hosting;
2. Treat any of our staff, agents, or representatives with rude or aggressive behaviour;
3. Refer to our company, brand, staff, agents, or representatives on any online or otherwise public forum including but not limited to social media, forums, review platforms or otherwise.

At all times that you have engaged our services, you must:

1. Be responsive to our communications;
2. Provide content within 4 weeks of signing this agreement, and as otherwise required;
3. Do everything reasonably necessary to give full effect to the Agreement.

## 27. Our Rights and Obligations

At any time while our services are engaged by you, we may mention Xugar links and references on your website.

At all time while our services are engaged by you, we must do everything reasonably necessary to give full effect to the



Agreement.

## 28. Content Supply

You agree to supply Content to Xugar on request and within a timely manner to ensure our ability to perform the Service. If Content is not supplied within a reasonable time after being requested, your website may be archived. The following are examples of when your website may be archived:

1. When you do not respond to a necessary query for a period of 15 days or more;
2. When the development process lasts longer than 20 days due to the slow provision of content or a lack of communication or cooperation by you.

In the above circumstances your website will be archived without notice and an archive charge of \$395 plus GST will be levied against you. There will then be a monthly charge of \$50 plus GST until you reactivate your website.

A charge of \$150 plus GST must be paid to reactivate your website in the event of it being archived.

## 29. Timeframes

Time is not of the essence in regard to the execution of the Services. The Services will be provided within a reasonable timeframe in accordance with this Agreement.

Any action or thing that falls due on a day that is not a business day will fall due on the next business day.

## 30. Notices

Each communication in connection with this agreement (Notice) has no legal effect unless it is in writing. Notices may be sent by email to the email address of the addressee as set out in Schedule C.

## 31. Severability

If anything in this Agreement is unenforceable, illegal or void or contravenes the law then it is severed and the rest of this Agreement remains in force.

## 32. Entire Agreement

This agreement contains the entire agreement, arrangement and understanding between the parties on everything connected with the subject matter of this agreement and supersedes any prior agreement, arrangement or understanding on anything connected with that subject matter. Each party has entered into this agreement without relying on any representation by any other party or any person purporting to represent that party.

## 33. Termination

A party may terminate this agreement in the following circumstances:

1. A material breach of this agreement which is not remediable or if capable of remedy, where the other party fails to remedy within 7 days of written notice.



2. Any breach of a party's obligations under clauses 25 and 26 which is not remediable or, if capable of remedy, where the other party fails to remedy with 14 days of written notice.
3. An insolvency event occurs, other than an internal reconstruction with notice to the other party.

To the extent you have engaged Xugar for services mentioned in Schedule A, you are not entitled to terminate this agreement until the Fixed Term has expired. Should you seek to terminate prior to the expiry of the Fixed Term, you will be required to pay to Xugar all unpaid amounts over the balance of the Fixed Term.

Termination does not affect any of the parties' respective accrued right up until the time of termination including the right to recover any unpaid Fees and other charges.

A party may not terminate the agreement because of a change of their financial circumstances.

In the event of termination by Xugar because of a breach by you, you must pay all outstanding moneys to Xugar. On receipt of payment of all outstanding moneys, you will receive full title to the work completed up until the time of termination.

## 34. Expiry of Agreement

At expiration of the contract period, unless otherwise agreed, the services provided to you by Xugar will continue on a monthly basis until the first of the following occur:

1. The Contract is renewed.
2. The Contract is cancelled with 30 days' notice in writing, delivered to Xugar by way of email to [hello@xugar.com.au](mailto:hello@xugar.com.au)

## 35. Governing Law

The agreement constituted by these terms and conditions and any proposal will be construed according to and is governed by the laws of Victoria. You and Xugar submit to the non-exclusive jurisdiction of the courts in and of Victoria in relation to any dispute arising under these terms and conditions or in relation to any Work we perform for you.

## 36. Guarantee

The director and/or authorised individuals acting as signees to this agreement, in consideration of Xugar providing the Service to REMOVALS COMPARE PTY LTD agree jointly and severally to personally guarantee the performance of all obligations and payment of all debts incurred by REMOVALS COMPARE PTY LTD. The guarantee is contained in Schedule D.

**Executed as an agreement.**

**Signed for and on behalf of XUGAR ACN 619 607 448:**

.....

Signature of sole director

**Sagar Sethi**



.....  
Name of sole director

**Signed for and on behalf of REMOVALS COMPARE PTY LTD:**

.....  
Signature of Director

**Amiram Vaknin**

.....  
Name of Director

**Agreement date: 23/09/2024**

REMOVALS COMPARE PTY LTD Signature Details: IP:210.50.201.92. Browser:Chrome. Platform:Windows 10. Amount:1.  
Date:2024-09-23 15:11:20

## Schedule A



Inclusion	Description		Materials Required
ADVANCED META ADS MANAGEMENT	Our paid ads specialists will develop and execute a multi-level ad-set campaign on Facebook & Instagram to place your products or service in front of high-intent audiences, with a minimum monthly ad spend of \$600, which can then be scaled up to \$2,000.		

## Monthly Recurring Pricing

**Package Quantity:** 1

**Recurring Payment:** \$1,000.00 per Month + GST

**Payment Schedule:** Payments must be made every month in advance.

**Total Commitment Length:** 6 Month/s



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**Total Recurring Commitment:** \$6,000.00 + GST

**Total Custom Inclusion Commitment:** ~~\$6,000.00~~ \$6,000.00 + GST

**Project Commencing:** On Signature

**Total Amount Upfront:** \$1,000.00 + GST

### **Additional Detail**

\*Pricing is per month & excludes GST. Advanced Meta Ads Management has a 6-month-commitment period.



## Quote Total

Subtotal	\$6,000.00
Total	\$6,000.00
GST	\$600.00
Grand Total	\$6,600.00
Amount due upfront	\$1,100.00 (Including GST)
Upfront Payment Method	Invoice

## Schedule B

### Xugar Bank Details

Account name: 1 Being Pty Ltd

BSB: 013 377

Account Number: 4101 313 29

## Schedule C

### Email address for Notices:

Xugar: hello@xugar.com.au

Amiram : info@removalscompare.com.au

## Schedule D

### Guarantee

In consideration of Xugar providing the Service to REMOVALS COMPARE PTY LTD, I agree to personally guarantee the performance of all obligations and payment of all debts incurred by Amiram Vaknin.

**Signed, sealed, and delivered by:**



.....  
Signature of guarantor

**Amiram Vaknin**

.....  
Name of guarantor

**Agreement date: 23/09/2024**

## Schedule E

### Client Details

**Full Name: Amiram Vaknin**

**Company Name: REMOVALS COMPARE PTY LTD**

**ABN: 91606912109**

**Company Website: [removalscompare.com.au](https://removalscompare.com.au)**

**Client's Position: Director**

**Email: [info@removalscompare.com.au](mailto:info@removalscompare.com.au)**

**Phone: 610421832887**

**Address: 305 McKinnon Rd, Bentleigh East VIC 3204**