

Client Signup Form

MEMBERSHIP



TRO

THE RIGHT OPPORTUNITY
Your Satisfaction Is Our Priority

REG: 2023/971813/07

To apply for membership please complete all questions.

DS Van Niekerk / Chief Executive Officer

Ref No : T R O

Date :

TRO Package: ☐ Gold ☐ Platinum ☐ Diamond M4u ☐ Diamond Pro

Duration: ☐ 6 Months ☐ 12 Months ☐ 24 Months

Service Charge : Due Date:

Name & Surname:

Telephone: Mobile:

Company Name:

Registration Number:

Address:

Postal Address:

Service Start Date: Expiration Date:

Please sign below to start your service.

FSP Signature

Client Signature

Terms and Conditions below



+2773 249 5337



info@therightopportunity.co.za



BEECHWOOD, CAPE TOWN, 7948



www.trosa.co.za





Master Services Agreement as entered into by and between TRO The Right Opportunity (Pty) LTD ("The Service Provider") and the client

TERMS & CONDITIONS

GENERAL

1. No alteration, cancellation, variation or addition to this MSA shall be of force and effect unless reduced to writing and signed by the Parties to this MSA or their duly authorised representatives.
2. No latitude, extension of time or other indulgence which may be given, granted or allowed by any Party to any other Party in respect of the performance of any obligation in terms of this MSA, or the enforcement of any right arising from this MSA, shall be construed as an implied or tacit consent by such Party or operate as a waiver or novation of or otherwise affect any of the Parties' rights in terms of or arising from this MSA or stop such Party from enforcing, at any time.
3. If any provision of this MSA, which is not material to its efficacy as a whole, is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the Parties shall endeavour in good faith to agree on an alternative provision to the void, illegal or unenforceable provision.
4. The expiration or termination of this MSA shall not affect such of the provisions of this MSA as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this
5. This Agreement will in all respects be governed by and construed under the laws of South Africa.

COSTS

All costs, charges and expenses of any nature whatever which may be incurred by a Party in enforcing its rights in terms of this MSA, including legal costs on the scale of attorney and own client and collection commission, irrespective of whether any action has been instituted, shall be recoverable from the Party against which such rights are successfully enforced.

TERMINATION

TRO The Right Opportunity (Pty) LTD shall be entitled to terminate this service agreement by giving the Client one (1) month's written notice for any reason or no reason.

Should the Client elect to terminate this agreement, any Subscriber Agreement or any of the Services Schedules during the Term, the Client shall be obliged to make payment to the TRO The Right Opportunity (Pty) LTD of all fees comprising the remainder of the Term immediately.

BREACH

In the event that you breaches any provision or term of this agreement, TRO The Right Opportunity (Pty) LTD shall send a written notice requiring the Party in breach to rectify such breach within five (5) days of the date of the notice. If you fails rectify the breach within the aforesaid period, TRO The Right Opportunity (Pty) LTD shall be entitled to cancel this agreement or claim specific performance and/or damages, in addition to any other remedy available to it in law or in terms of this agreement.

RENEWAL

The Term pertaining to any one or more of the Service(s) Schedules, and by effect, this MSA, may be extended at any time prior to the termination of the respective Services Schedule(s) for a further period, by agreement in writing between the Parties.

Should the Client elect not to terminate the Agreement at the end of the initial Term, nor elect to renew in terms of clause above, the MSA together with the appropriate Services Schedule(s) shall be deemed to continue in force and effect on a month-to-month basis, with either Party being able to terminate on 60 (sixty) days' written notice to the other Party unless a specific. Service Schedule provides an alternative termination notice period.

Changes to Service Packages - Upgrade or Downgrade

TRO The Right Opportunity (Pty) LTD shall be entitled to review this request from the client, The client will have to inform TRO The Right Opportunity (Pty) LTD (1) month's written notice of the request. The client will be liable for charges if the request causes damage or loss to TRO The Right Opportunity (Pty) LTD

SERVICE LEVELS

Services Automatically Provided Under This Agreement will be listed in your quotation & Invoice .

Requests for Services NOT Covered Under This Agreement

This MSA does not cover the following requests. However, the Parties may agree on a separate statement of work in proposing services to address any of the following:

Changes to the TRO CRM or Mail server - Unless approved by TRO management no changes will be made to the CRM or Mail server.

“Go-Live Date”

“Go-Live Date” means the date upon which the TRO The Right Opportunity (Pty) LTD advises the Client in writing that the system has gone live “CRM”, alternatively, the date upon which the system actually goes live, and upon that date the period will commence for the Services being rendered for the Term in terms of this MSA coupled with the Services Schedule(s) and upon such time that the TRO The Right Opportunity (Pty) LTD will begin to render invoices to the Client for payment for the Services package in term of this MSA.

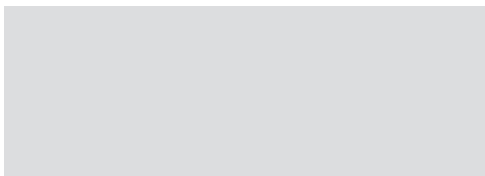
“Process/Processing” means any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information, including:

The collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;

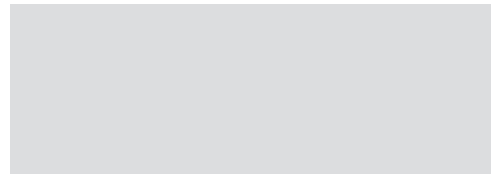
Dissemination by means of transmission, distribution or making available in any other form;

Merging, linking, as well as restriction, degradation, erasure or destruction of information;

Please sign below to confirm our Terms and Conditions



TRO Signature



Client Signature

