

Partner Program Terms and Conditions

1. Introduction

Welcome to The Menu Partner Program ("we," "us," or "our"). These Partner Program Terms and Conditions ("Terms") govern the relationship between The Menu and any business or individual ("Partner") who registers to list products, services, discounts, and promotions on our Platform. By joining the Partner Program, and using the site and/or the services, you signify your acceptance of and agreement to these terms and conditions, including any amendments that we make from time to time. If you do not agree, you may not participate in the Partner Program.

2. Definitions

- **Partner:** A business or individual registered with The Menu to offer products, services, or discounts.
 - **Supplier:** The Menu, operated by The Menuportal (Pty) Ltd.
 - **User/Member:** Individuals accessing the Platform, including those with memberships or Day Passes.
 - **Platform:** The Menu software, website and associated services.
 - **Offers/Discounts:** Promotions, vouchers, or deals listed by Partners.
 - **Vendor Dashboard:** The portal used by Partners to manage their listings and coupons.
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3. Registration and Approval

3.1 Registration Requirements

To join the Partner Program, you must:

1. Complete the Partner Registration Form on www.themenuportal.co.za.
2. Provide accurate business information, including:
 - Business name
 - Contact person
 - Email and phone number
 - Business address
 - Type of products/services offered
 - Business registration documentation/CIPC Documents
 - VAT Vendor Certificate

- FICA Documents (e.g., proof of identity, proof of address, and other required identification documents).

3. Submit any required documentation for verification.

3.2 Approval Process

- All registrations are subject to approval by The Menu.
 - We reserve the right to approve, deny, or revoke Partner status at our discretion.
 - Partners will be notified via email once their application is approved.
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4. Partner Obligations

By participating in the Partner Program, you agree to:

- **Compliance:** Ensure all offers and activities comply with South African laws, including the Consumer Protection Act (CPA), the Electronic Communications and Transactions Act (ECTA), and the Protection of Personal Information Act (POPI).
 - **Accuracy:** Provide accurate and up-to-date descriptions of products, services, and offers.
 - **Exclusivity:** Offer exclusive discounts or promotions not available on other platforms.
 - **Professionalism:** Maintain high standards of customer service and quality.
 - **Updates:** Inform The Menu of any changes to your business information or offers.
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5. Offers and Discounts

5.1 Types of Offers

Partners can provide:

- Percentage Discounts (e.g., 10% off)
- Fixed-Amount Discounts (e.g., R100 off)
- Buy-One-Get-One (BOGO) Offers
- Exclusive Promotions for Members and Day Pass holders

5.2 Coupon Management

- Partners can create and manage coupons via the Vendor Dashboard.
- CSV Bulk Upload: For mass uploads, Partners can use a CSV file template provided by The Menu.
- Partners who cannot generate coupons can request assistance from The Menu.

5.3 Restrictions on Offers

- Offers must be genuine and not misleading.
 - No false advertising or bait-and-switch practices.
 - Offers must not violate any laws or third-party rights.
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6. Advertising and Promotions

6.1 Advertising Banners

- Partners can purchase advertising space on The Menu.
- Advertisements must comply with our content guidelines and South African advertising standards.

6.2 Promotional Campaigns

- The Menu may feature selected Partners in promotional campaigns.
 - Participation is subject to mutual agreement and terms.
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7. Payments and Fees

7.1 Payment Terms

- Partners agree to pay any applicable fees for advertising or premium listings.
 - Payments are processed via secure payment gateways.
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8. Intellectual Property

- Partners grant The Menu a non-exclusive, royalty-free license to use their logos, images, and content for promotional purposes.
 - Partners must ensure they have the right to use and share all content provided.
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9. Confidentiality

- Both parties agree to keep confidential any proprietary information exchanged during the partnership.
 - Confidentiality obligations survive termination of the partnership.
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10. Termination

10.1 Termination by The Menu

We may terminate a Partner's participation if:

- The Partner breaches these Terms.
- The Partner engages in fraudulent or unethical practices.
- The Partner fails to comply with legal obligations.

10.2 Termination by Partner

- Partners may terminate their participation by providing 30 days' written notice.
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11. Limitation of Liability

- The Menu is not liable for indirect, incidental, or consequential damages arising from the Partner Program.
 - The Partner absolves and holds The Menu harmless against any user, customer, and/or third-party claim arising from any cause whatsoever.
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12. Governing Law

These Terms are governed by the laws of South Africa. Disputes shall be resolved in South African courts.

13. Contact Information

For questions about these Terms, contact us at:

- Email: partners@themenuportal.co.za