## **Terms of Use for My Lidl Account**

#### **April 2023**

# 1. Area of Application and Relationship to other regulations

These terms and conditions ("**My Lidl Terms of Use**") govern the use of the My Lidl Account. The My Lidl Account is operated by Lidl Stiftung & Co. KG, Stiftsbergstraße 1, 74167 Neckarsulm (referred to as "**we**" or "**us**"), but other companies of the <u>Lidl Group of Companies</u> and subcontractors (referred to as "**Lidl**") are involved in the provision of the My Lidl Account. The current version of the My Lidl Terms of Use is always available at: <a href="https://www.lidl.co.uk/about-us/my-lidl-terms-and-conditions?nonav=true">https://www.lidl.co.uk/about-us/my-lidl-terms-and-conditions?nonav=true</a>

The password-protected My Lidl Account allows you to view, access, manage and edit your data from various online services of Lidl, e.g., the Lidl Plus App, etc. (hereinafter each a "Lidl Service"), in a central storage location (hereinafter "the Portal"). Furthermore it offers you a simple one-time registration system called Single Sign-On service (hereinafter "SSO") (together "My Lidl Account" or "the Service").

After registering once in a target service, SSO enables you to use further target services with the same username and password, provided that SSO is implemented in the respective target service.

The Service is made available on the basis of these My Lidl Terms of Use.

[You may also need to agree to separate terms of use between us (or another Lidl group company) and you in order to use any target services.]

These My Lidl Terms of Use do not apply to any separate relationship you may have or enter into with any third party who makes goods, services and/or benefits available to you as part of the My Lidl Account. You may have to agree to separate terms with a third party in order to use any goods and/or services provided by a third party.

## 2. Registration and Account

To use the My Lidl Account, you must create or have a My Lidl Account. You can do this by registering for any Lidl Service, where you will be prompted to create a password for your My Lidl Account (this password will be used together with your email address or telephone number to access your My Lidl Account). You will then be able to access your My Lidl Account by signing in to a Lidl Service.

You must enter your details correctly as part of the registration process and keep these details up to date at all times. The details you provide must be personal to you, must be valid and must not be assigned to any other My Lidl Account. You may not create multiple accounts using temporary email addresses. You may not register an account using someone else's details.

Before you can complete the registration, process and use your My Lidl Account with a specific Lidl Service, we may need you to validate either your telephone number or e-mail address which you

have provided in connection with your My Lidl Account (depending on the Lidl Service which you have applied to register for). For this purpose, we will send you an e-mail or SMS with a confirmation code. Without verification of the e-mail address or telephone number, the registration process cannot be continued.

You may apply to register to use the My Lidl Service and the My Lidl Account by clicking the "Create Account" button after going through the registration process. At any time before you click the "Create Account" button, you cancel the registration at any time by closing the relevant Lidl Service or change the information provided by deleting, adding or correcting the entries made in the various fields. After completing the registration process, you can change the information provided in your personal Portal at any time.

Once we have received your application to register, we will send you a confirmation e-mail to the e-mail address you provided during registration which will confirm that we have received your application and that you have been registered to use the My Lidl Service (and, if applicable any Lidl Service you have applied to register for). You can use the Service as soon as you have received our confirmation e-mail.

When you register, you will automatically be assigned a customer number.

You must not let anyone else use your My Lidl Account. You must take all reasonable precautions to keep safe and prevent fraudulent use of your My Lidl log-in details and password. In particular do not share your My Lidl log-in details or password with anyone else or give other people access to your My Lidl Account.

As we provide the My Lidl Service voluntarily and free of charge, we are entitled to refuse the creation of an account in individual cases without giving a reason.

Any interaction with Lidl via your My Lidl Account (or any app or feature on which you use your My Lidl Account, including the Lidl Plus app) will be attributed to you. This also applies if third parties have acted through your My Lidl Account if you allowed them to access or use your account either by act or omission. If you have reason to believe that your My Lidl Account is being used by a third party, you must inform us as soon as possible and request for us to change your access data.

Use of My Lidl Account on devices with an Android operating system is only possible if your device uses the Google Chrome browser.

## 3. About the My Lidl Service

The My Lidl Service provides a password protected, SSO My Lidl Account which can be used to sign into various Lidl Services which we may offer from time to time without needing to create a separate account each time.

The first time that you register with any Lidl Service, you will automatically create a My Lidl Account. In the event that you have previously registered with another Lidl Service which is integrated within the My Lidl Account, you can simply log in to the new Lidl Service with your existing credentials. If Lidl or a Lidl group company makes new online services available in the future, you may also be able to access these services via your My Lidl Account (although supplementary terms of use may apply to any new services).

To make logging in easier for you, you also have the option to activate the "stay logged in" function. After you have activated this function, a permanent cookie (6 months) is set in the browser of your device, which ensures that My Lidl Account recognises you the next time you visit. This cookie can also be deleted at any time via the settings in your browser.

Our SSO functionality gives you a cross-portal identity that is recognised and verified by connected Lidl Services and that you can manage via the Portal. The Portal allows you to view, access, manage and correct your information from various Lidl Services in one central location. The Portal stores your customer master data and information as well as the customer master data and information that you have provided when using other Lidl Services. All of your customer master data, login data, information about your circumstances and interests from the "About Me" section, as well as information about your stored payment methods where this feature is available and the history of purchases and orders can be viewed by you in a central location in the Portal. If necessary, your data will be transmitted to the respective Lidl Service when specific offers are used in order to enable the respective transaction to be carried out as described in paragraph 8 (Data Protection) below.

It is free for you to create a My Lidl Account. However, you may need to pay for the use of certain Lidl Services. Where this is the case, the charges for the use of a particular Lidl Service will be made clear to you.

You must also bear any costs charged by your internet service provider or network provider for the use of internet to access the My Lidl Service. The extent and frequency of data transmission required depends on the type and extent of use of the My Lidl Service.

Where Lidl Pay is available in the country in which you are using the Lidl Plus app, while using Lidl Pay, you can activate a "two-factor authentication" for all of your target Lidl Services. After activating the two-factor authentication, each time you log into your My Lidl Account, you will also be asked to enter a verification code, which will be sent to the mobile phone number or e-mail address you provided when registering with the My Lidl Service.

If you no longer wish to use two-factor authentication, you can deactivate it in the Lidl Plus App as well as mark a device as trustworthy at any time. If you decide not to use the two-factor authentication, you will no longer be able to use Lidl Pay.

#### 4. Liability

If we fail to comply with these My Lidl Terms of Use we are responsible to you for loss or damage that you suffer which are a direct, foreseeable consequence of us breaking these My Lidl Terms of Use, or any losses or damage you suffer as a result of our failing to use reasonable care and skill.

We do not accept any responsibility to you:

- · if you are unable to access the app due to there being no or limited WLAN connection or internet connectivity being unavailable, whether as a result of a failure of the internet or network service provider or your device; or
- · any services or products which are provided by third parties as part of My Lidl.

Any offers that are made available to you as part of the My Lidl Service are subject to availability.

We do not exclude or limit in any way liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors, or for fraud or fraudulent misrepresentation.

We are not responsible for events outside our control. If there is any interruption to the operation or availability of the My Lidl Service due to an event outside our control, we will let you know as soon as possible and take steps to minimise the impact. Provided we do this we will not be responsible for any loss which may be incurred by you as a result of any suspension or, interruption to the availability of the app. Access to your My Lidl Account and/or the My Lidl Service may need to be suspended temporarily from time to time in the case of system failure, maintenance or repair required for these purposes.

#### 5. Termination, Deletion

You may terminate participation in the My Lidl Service and your My Lidl Account at any time without giving any reason by activating the delete function in your My Lidl Account.

We may end the provision of the My Lidl Service and terminate your My Lidl Account at any time by giving you notice of 10 days, without giving a reason.

We may terminate your My Lidl Account in the event that you have provided us with incorrect or inaccurate information. Where you have provided us with incorrect or inaccurate information, we may also terminate your My Lidl Account, or instead correct or delete the incorrect or inaccurate information.

We may also suspend or terminate your rights to use your My Lidl Account at any time by contacting you if you have seriously or persistently breached these My Lidl Terms of use.

Upon termination for any reason, your right to use your My Lidl Account will end, and you must stop using your My Lidl Account.

# 6. Changes to the My Lidl Terms of Use

We may amend these My Lidl Terms of Use in accordance with this section.

We can make changes to these My Lidl Terms of Use for one or more of the following reasons:

- to reflect changes in law or regulations or meet any relevant regulatory requirements;
- to reflect new (or changes to) statements of code of practice or industry guidance designed to enhance consumer protection;
- to reflect changes in technology and any changes to the functionality of the My Lidl Service, including the removal of out of date functionality and where we are improving and/or extending existing functionality or making changes to the way we implement the My Lidl Service to maintain its functionality and security;

- · to reflect changes in any Lidl Services; and
- to change the way the My Lidl Terms of Use are drafted to make them fairer or clearer to you.

If you do not accept any changes which we make to the My Lidl Terms of Use, you will not be permitted to use the My Lidl Service.

## 7. Data Protection

The processing of your personal data takes place while preserving your legal data protection rights. To use a Lidl Service, it is necessary that the details provided by you are forwarded to the provider of the relevant Lidl Service you want to use to permit user authentication and provision of the service as detailed in the offer (e.g. shipping and payment for products ordered).

Further details in relation to this can be found in our **Privacy Notice**.

## 8. Final Provisions

We may transfer all or some of our rights under these My Lidl Terms of Use to someone else any at any time, however such transfer will not affect your rights under the contract.

If any term of these Terms of Use is found to be unenforceable, this will not affect the validity of the other terms.

We are not obliged and not willing to participate in dispute resolution proceedings before a consumer arbitration board.

These My Lidl Terms of Use are in English and any communications we send to you will be in English.

These My Lidl Terms of Use are governed by English law and any disputes or court proceedings arising from them are subject to the non-exclusive jurisdiction of the English courts.