

## **Terms of Use for the [www.monsieur-cuisine.com](http://www.monsieur-cuisine.com) website, Monsieur Cuisine account and the Monsieur Cuisine App**

### **1. Provider and scope of application**

- 1.1. Lidl Stiftung & Co. KG, Stiftsbergstraße 1, 74172 Neckarsulm, Germany, Registry Court Stuttgart, HRA 102314 (hereinafter referred to as "Lidl") offers a platform for collecting recipes, etc., on the [www.monsieur-cuisine.com](http://www.monsieur-cuisine.com) website ("Website") and the "Monsieur Cuisine" app ("App") (the Website and App hereinafter collectively referred to as the "Platform").
- 1.2. The Platform is provided by Lidl solely on the basis of these Terms of Use. The user may access the current version of the Terms of Use or download or print them out at any time on the Website at <https://www.monsieur-cuisine.com/de/impressum/#c28644> and in the App under "Profile, privacy & terms of use".
- 1.3. We do not save the text of the agreement after contracting. The user may access and download the Terms of Use in the main menu of the App or on the Website at any time.

### **2. Registration**

- 2.1. Users need not be registered to view the publicly available information on the Platform
- 2.2. However, to use the Platform, post reviews, comments, recipes and photos, users must register and create an account. Registration can be done through the App once it has been downloaded.
- 2.3. When using the Platform in conjunction with Monsieur Cuisine Connect, the user makes a binding offer to register for the Platform and use the services by clicking on the "register" button in the App or on the "register now" button on the Website and entering all the required information, user name and password and then clicking on the "done" button or the "register and create user account" button.
- 2.4. The user does not incur any costs by making this Offer. Until the user clicks on the "done" button or the "register and create a user account" button, registration can be aborted or the information changed at any time by deleting, supplementing or correcting the information entered in the different fields or closing the App. After the registration process is complete, users can change their details at any time in their personal account.
- 2.5. After receiving the Offer to enter into the agreement, the user will receive a confirmation of receipt of the Offer ("Order Confirmation") to the e-mail address provided during the registration process. This Order Confirmation also constitutes Lidl's acceptance of the Offer ("Formation of Contract") and will contain a verification link. The Platform can be used as soon as the user has confirmed the verification link contained in the e-mail.
- 2.6. Since Lidl provides the Platform voluntarily and free of charge, Lidl may refuse to allow users to set up an account in the individual case without providing a reason.
- 2.7. The e-mail address the user provides may not be assigned to any other account. The user must not provide an e-mail address or other contact information that does not belong to them, especially not "disposable" e-mail addresses. Users must store their Login Data securely. The user must not give other persons access to their account.
- 2.8. Every interaction with Lidl via the user's account will be attributed to the user. This is also the case if third parties have interacted via the account and were able to use the account due to culpable conduct on the part of the user. The user must notify Lidl without undue delay of any unauthorized use of the account and change the Login Data if there is reason to suspect that the account is being used by a third party.

### **3. Services**

The Platform offers users a variety of possible uses ("Services") which are presented and made available on the Platform. These include the following or similar Services:

- Recipe search function

- Registered users can also
  - select their favorite recipes and save them in their profile
  - illustrate and publish self-made recipes (only possible on the Website)
  - comment on the recipes of other users (only possible on the Website)
  - create shopping lists (only possible in the App)
  - download free Monsieur Cuisine cookbooks (only possible on the Website)
  - synchronize user accounts between the Monsieur Cuisine App, Monsieur Cuisine Website and Monsieur Cuisine Connect

#### **4. Grant of rights**

- 4.1. For the term of this agreement, the user shall be granted a non-exclusive, non-transferable and non-sublicensable right to use the Platform solely for purposes of its intended use in accordance with these Terms of Use. The user may not alter, adapt, translate, or in any way edit or process the Platform or integrate it with any other software. Commercial use of the recipes is prohibited.
- 4.2. The user hereby grants Lidl the right worldwide and in perpetuity to adapt the suggestions, ideas, recipes and other content posted by the user and to make these publicly available on the Platform, the Lidl online shop and on social media sites itself or have third parties do so, as well as to reproduce and distribute them in order to be able to provide the Services set out in clause 3 to other users as well.
- 4.3. The user consents to Lidl making the content under clause 4.2 available to other users and to having other users download the user's posted recipes for private purposes, and to reproduce them without limitation and share them with friends and family for private use in the aforementioned scope free of charge.
- 4.4. The user warrants that the content it provides does not infringe any rights of third parties, in particular name, trademark, copyright, image and data protection rights.

#### **5. Obligations of the user**

- 5.1. The user shall refrain from any activity that could impair the Platform's operation or its underlying technical infrastructure.
- 5.2. The user undertakes vis-à-vis Lidl not to upload any content, which by virtue of its substance, form or design or otherwise violates applicable law or good morals.
- 5.3. The user shall in particular be prohibited from publishing or distributing any content which
  - violates applicable law or good morals;
  - infringes trademarks, patents, copyrights or other proprietary rights, business secrets or other rights of third parties;
  - is obscene, racist, pornographic, harmful to young persons, glorifies violence, or otherwise threatens or adversely affects the development of children and young people;
  - is libelous, harassing, slanderous in nature or otherwise violates personality rights;
  - has as its subject matter personal data of third parties without their express consent;
  - is commercial, in particular solicitous, in nature.
- 5.4. The content posted by users will be published automatically without being checked beforehand for potential violations of these Terms of Use or applicable law. Lidl expressly does not endorse the content posted by users.
- 5.5. Each and every user also has the opportunity to report suspected unlawful content to Lidl.

#### **6. Liability**

- 6.1. Lidl's liability is unlimited for loss or damage caused intentionally or by gross negligence and for loss of life, bodily injury or injury to health.
- 6.2. Lidl shall only be liable for negligence if it breaches a material contractual obligation. For the purpose of this provision, material contractual obligations are obligations that are essential for

the execution of the agreement and on the performance of which the other party may therefore ordinarily rely.

- 6.3. Liability under clause 6.2 is limited to loss or damage that was reasonably foreseeable at the time of contracting.
- 6.4. The above limitations of liability apply *mutatis mutandis* for the benefit of Lidl's employees, subcontractors and agents.
- 6.5. Any liability on the part of Lidl for statements expressly designated as warranties and for claims under the German Product Liability Act (*Produkthaftungsgesetz*) remains unaffected.
- 6.6. Lidl's liability is otherwise excluded.

## **7. Term and termination**

- 7.1. The license agreement is entered into for an indefinite term and may be terminated at any time by the user or Lidl.
- 7.2. When using the Platform in conjunction with Monsieur Cuisine Connect, registered users can terminate the license agreement any time by giving Lidl notice to that effect, for example by e-mail to [dataprotection-mc@lidl.co.uk](mailto:dataprotection-mc@lidl.co.uk).
- 7.3. The parties' right to terminate for good cause remains unaffected.

## **8. Breach of the Terms of Use**

- 8.1. Users undertake to Lidl to use the Platform solely for purposes that are not in breach of these Terms of Use or applicable law and which do not violate the rights of third parties.
- 8.2. Lidl reserves the right to block a user's access to the Platform if the user commits a not insignificant breach of these Terms of Use.
- 8.3. Termination shall not affect clause 4.2 and 4.3.

## **9. General provisions**

- 9.1. The contract language is German.
- 9.2. All legal dealings between users and Lidl shall be governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods, provided the user is habitually resident in Germany or in a country that is not a member state of the European Union. If the user's habitual abode is in another member state of the European Union, any additional mandatory laws applicable in the country in which the user habitually resides will remain unaffected.
- 9.3. The invalidity of individual provisions of these Terms of Use shall not affect the validity of the other provisions.
- 9.4. The European Commission provides a platform for online dispute resolution, which customers can access at <http://www.ec.europa.eu/consumers/odr>. Lidl is not obligated nor is it prepared to participate in any dispute resolution proceedings before any consumer conciliation body.

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