Disclaimer

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These documents describe Mirobrowse’s services, including websites, custom applications, event and ticket systems, communities and equestrian scoreboards. The applicable agreement specifies the services provided. They do not replace the customer’s own privacy information, sales conditions or event rules.

1. Who we are and the scope of this disclaimer

Mirobrowse, the sole proprietorship of Kevin Smulders, established at Jennerstraat 74, 7909 EB Hoogeveen, Nederland and registered with the Dutch Chamber of Commerce under number 77829603 (“MiroBrowse”, “we” or “us”), develops, supplies, hosts and manages digital services.

This disclaimer applies to all current and future websites, applications, platforms, hosting services, APIs, CMS solutions, custom solutions and other digital services offered, developed, managed or hosted by MiroBrowse.

In this disclaimer:

- **Service:** any website, application, platform service, hosting service, API, CMS solution, custom solution or other digital service of MiroBrowse;
- **Customer:** the person or organisation for whom MiroBrowse offers, develops, manages or hosts a Service;
- **User:** any person or organisation using a Service;
- **Customer Environment:** the part of a Service made available for or on behalf of a Customer;
- **Content:** all information and data entered, uploaded, published, sent or stored by a Customer, User or other third party.

Specific provisions in an agreement, quotation, service schedule, service level agreement or other written arrangement take precedence over this general disclaimer.

2. Information provided by MiroBrowse

MiroBrowse takes care over information on its own websites, documentation, demonstrations, manuals, dashboards and other communications. However, we cannot guarantee that all information is complete, free of errors, available and up to date at all times.

General information from MiroBrowse is not individual legal, tax, financial, medical or other professional advice. A Customer or User remains responsible for decisions made on the basis of general information.

Quotations, agreements, confirmations and other written arrangements specifically provided to a Customer may contain binding commitments. In the event of a conflict, the specific written arrangement takes precedence over general information on a website or in documentation.

3. Customer and user content

Customers and Users may enter, upload, publish, process or make Content available within a Service. That Content originates from the relevant Customer, User or other third party and does not automatically represent a position, offer, statement or approval by MiroBrowse.

Content may include text, images, documents, products, orders, forms, tickets, events, participant information, competition information, scores, results, messages, comments, groups, profiles, files, links and other data. This list is not exhaustive.

The Customer remains responsible for Content processed by the Customer or through its Users. This includes:

- the accuracy, completeness and currency of the Content;
- its lawfulness and the necessary legal grounds for its use;
- consents, licences and intellectual property rights;
- mandatory information for visitors, participants, buyers or other persons concerned;
- the configuration of access rights and user roles;
- decisions made on the basis of the Content or the Service.

MiroBrowse remains responsible for its own statutory obligations, decisions and work. This disclaimer does not transfer responsibilities that belong to MiroBrowse under the law or an agreement to the Customer or User.

4. No general monitoring of Content

To the extent that MiroBrowse acts as an intermediary service or hosting provider for a Service, MiroBrowse is not required to carry out general advance or continuous monitoring of all transmitted or stored Content, or actively seek potentially illegal activities.

MiroBrowse may carry out checks where necessary for security, technical operation, fraud prevention, prevention of abuse, compliance with terms or statutory obligations.

If we become specifically aware of potentially illegal or unlawful Content, or receive a sufficiently clear notice, we act with due care under our notice-and-takedown procedure.

Where permitted by law or the applicable terms, we may temporarily or permanently restrict Content, features, accounts or access where reasonably necessary for investigation, security, protection of rights or compliance with the law.

5. Data, calculations and results

A Service may process, combine, calculate, sort or display data based on information supplied by Customers, Users, devices or external services. The quality and accuracy of an outcome partly depend on the quality, accuracy and completeness of that input.

MiroBrowse endeavours to perform calculations and technical processing in accordance with the agreed operation. A technical output is not automatically an independent check or substantive approval of the data used.

Provisional data, scores, standings, availability, reservations, orders, payment statuses and other operational outputs may still be corrected or adjusted. Unless otherwise agreed in writing, the relevant Customer, organiser, jury, administrator or other authorised party remains responsible for official determination and substantive assessment.

MiroBrowse is responsible for demonstrable errors in its own software or performance to the extent required by the applicable agreement and the law.

6. Availability, maintenance and security

MiroBrowse takes appropriate technical and organisational measures and endeavours to keep the Services secure, available and technically usable. Digital services can nevertheless be affected by maintenance, updates, outages, internet problems, attacks, errors by external suppliers, force majeure or actions of Customers and Users.

No digital service or security measure can guarantee complete availability, error-free operation or absolute protection against all forms of abuse and security incidents.

Contractual guarantees, service levels, backup arrangements and recovery arrangements take precedence over this general explanation.

Customers and Users are responsible for the safe use of accounts, devices, access rights, passwords, authentication methods and integrations they use.

7. External services and integrations

A Service may refer to or use external providers, for example for domain registration, email, payments, maps, video, statistics, social media, identity verification, communications, infrastructure, storage or other functionality.

An external provider is responsible for its own service, content, availability, security, processing of personal data and terms. A link, connection or technical integration does not automatically mean that MiroBrowse recommends or guarantees all information, practices or terms of that provider.

MiroBrowse remains responsible for its own selection, configuration and work to the extent required by law or the agreement. Outages or changes arising exclusively within the external service are subject to the allocation of responsibility in the applicable agreement and general terms and conditions.

8. Customers’ legal information

Privacy statements, cookie statements, general terms and conditions, sales terms, participant terms, event terms and other legal information within a Customer Environment may originate from the Customer concerned.

Technically placing, displaying or hosting such documents does not automatically mean that MiroBrowse has drafted, reviewed or approved their legal content. The Customer remains responsible for its own legal information unless specific work by MiroBrowse has expressly been agreed in writing.

MiroBrowse’s own legal documents are identified as such and apply only to the relationship, processing or Service described in them.

9. Intellectual property

MiroBrowse’s software, source code, CMS, technical infrastructure, designs, documentation, trade names, logos and own Content may be protected by intellectual property rights.

A development, usage, hosting or management package does not transfer ownership of the CMS, generic software, source code, database structure, server environment or technical infrastructure to the Customer.

Customers retain any rights they hold in Content they supply. They receive only those rights of use, access, export and transfer arising from the applicable agreement, service schedule, general terms and conditions and mandatory law.

A Customer or User warrants that they are authorised to use supplied or published Content and that this use does not infringe third-party rights.

10. Privacy and cookies

Information about MiroBrowse’s processing of personal data is set out in the privacy statement. Information about cookies and similar technologies is set out in the cookie statement.

A Customer’s own privacy and cookie information may apply to personal data and cookies used by that Customer for its own purposes.

11. Liability

This disclaimer is a general explanation, not a separate agreement independently excluding or limiting liability.

MiroBrowse’s liability is governed by the applicable agreement, any service schedules, the general terms and conditions and mandatory law.

No provision of this disclaimer limits liability for intent or deliberate recklessness by MiroBrowse, or in other cases where mandatory law prohibits excluding or limiting liability.

12. Changes

MiroBrowse may update this disclaimer when its services, technical setup or legislation change. The most recent version is made available through MiroBrowse’s legal pages.

For existing agreements, specific written arrangements and the applicable version of contractual documents remain decisive in accordance with their version and amendment rules.

13. Contact

Questions about this disclaimer can be sent to info@mirobrowse.com.

If a question concerns Content, a purchase, event, score, account or another action within a specific Customer Environment, first contact the organisation identified there as the responsible party, organiser or provider.