# Notice and takedown

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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.

This notice-and-takedown procedure applies to all current and future websites, applications, platforms, hosting services, APIs and other digital services offered, developed, managed or hosted by MiroBrowse, to the extent that MiroBrowse stores, publishes, transmits or makes available information from customers, users or other third parties within them.

## 1. Definitions and scope

In this procedure:

- **Service:** any website, application, platform service, hosting service, API, custom solution or other digital service offered, managed or hosted by MiroBrowse;
- **Customer:** the organisation or person for whom MiroBrowse offers, develops, manages or hosts a Service;
- **User:** any person or organisation using a Service;
- **Content:** all information entered, uploaded, published, sent or stored by a Customer, User or other third party.

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

## 2. When this procedure may be used

This procedure may be used to report specific Content that you believe in good faith:

- infringes applicable legislation;
- infringes copyright, trade marks, image or portrait rights or other third-party rights;
- is unlawful, fraudulent, misleading, threatening or otherwise prohibited;
- breaches applicable terms of use or other rules of the Service;
- poses a serious risk to persons, property, systems or the safety of the Service.

This procedure concerns specific Content identifiable within a Service. General complaints about a Customer, event, purchase, payment, review, jury decision or competition result are normally handled by the Customer or organiser concerned, unless potentially illegal Content or an infringement of rights is also involved.

For ordinary support requests, privacy requests, invoice questions or technical outages, use MiroBrowse's regular contact channel or that of the Customer concerned.

## 3. Copyright and DMCA-type notices

Reports concerning copyright, trade marks, image or portrait rights or similar rights are handled through this procedure. For Dutch and European services, MiroBrowse uses this general notice-and-takedown procedure instead of a separate US DMCA policy.

A rights holder or authorised representative should preferably identify the protected work or right, the location of the alleged infringement, why the use is not authorised, and evidence supporting their authority or right. Where a notice concerns a customer website, MiroBrowse may forward it to that customer to give both sides an opportunity to respond, unless immediate restriction is necessary.

In cases of repeated or obvious infringement, MiroBrowse may restrict or terminate accounts, features, content or services to the extent permitted by law and contract. A counter-notice or objection may be submitted through the same reporting channel.

## 4. Roles of MiroBrowse and the Customer

The Customer usually determines which Content is placed within its environment, the purpose for which it is used and who has access. In such cases, MiroBrowse acts mainly as a technical service provider or hosting provider.

MiroBrowse may therefore forward all or part of a notice to the Customer concerned to check facts, request a response or have an appropriate measure taken. This does not affect MiroBrowse's own statutory obligations and powers.

To the extent that MiroBrowse acts as an intermediary service or hosting provider, it is not required to carry out general advance or continuous monitoring of all Content or actively seek potentially illegal activities. MiroBrowse may voluntarily investigate or take measures where there is a specific reason to do so.

## 5. Submitting a notice

This notice channel is also the electronic point of contact for users and competent authorities concerning the Digital Services Act. Communications may be in Dutch or English. You may contact us directly; handling is not exclusively automated.

Send the notice to info@mirobrowse.com with the subject "Illegal content notice".

To allow a proper assessment, include as much of the following information as possible:

1. your name and email address and, where applicable, the organisation you represent;

2. the name of the website, application, Service, Customer or organiser concerned;
3. the exact URL, account, profile, message, event, ticket, order number, competition, score entry or other precise electronic location of each reported item;
4. additional information needed to locate the Content, such as a date, time, screenshot, username, message number or other identifier;
5. a sufficiently specific explanation of why you consider the Content illegal, infringing or contrary to the applicable terms;
6. where possible, the relevant legal provision, right or contractual rule;
7. evidence that you are the rights holder or authorised representative, if reporting on a rights holder's behalf;
8. relevant supporting evidence and, where possible, the measure you consider appropriate;
9. a statement that you believe in good faith that the information and allegations provided are accurate and complete.

As far as possible, a notice should identify the location and reason for reporting each clearly distinguishable item. A general reference to an entire website, application, account or organisation is usually insufficient.

Do not send unnecessary personal data, full copies of identity documents, passwords or other sensitive information. Do not send copies of potentially criminal visual material where an exact location and description are sufficient to locate and assess it.

Where the law permits a particular category of serious illegal Content to be reported without a name or email address, we do not require those details as a condition for handling the notice. Without contact details, however, we cannot send an acknowledgement, further questions or a decision.

## 6. Receipt and handling

1. Where electronic contact details have been provided, we acknowledge receipt without undue delay.
2. We assess notices in a timely, diligent, objective and non-arbitrary manner.
3. We may request further information if the Content cannot be located or the notice is insufficiently specific or substantiated.
4. Handling time depends on the nature, clarity, scope and urgency of the notice and the need to obtain information from the Customer, User, rights holder or an expert.
5. Where required by law, notices from designated trusted flaggers may be handled with priority.
6. If automated tools are materially used in the assessment or decision, this is stated in the notification of the decision.

## 7. Assessment and possible measures

Assessment may take account of:

- the nature and seriousness of the alleged violation;

- the accuracy and substantiation of the notice;
- the context in which the Content is used;
- the applicable law, agreement and terms of use;
- the interests and fundamental rights of the notifier, Customer, User and other persons concerned;
- the likelihood of harm and the possibility of limiting it;
- the proportionality and technical feasibility of a measure.

For manifestly illegal Content, a valid order from a competent authority or a serious and immediate risk, we may act without a prior response from the Customer or User. In other cases, we may first give the Customer or User concerned an opportunity to respond.

Possible measures include:

- taking no action;
- requesting additional information or evidence;
- asking the Customer or User to amend or remove the Content;
- temporarily or permanently restricting visibility or access;
- removing Content or making it technically inaccessible;
- limiting availability to a particular territory or user group;
- temporarily restricting or suspending an account, feature, payment, order or Service;
- terminating an account or Service where permitted by law and contract;
- temporarily preserving necessary evidence;
- providing information to a competent authority where required or permitted by law.

Where reasonably possible, we aim to choose the least intrusive effective measure. A temporary measure may be used where further investigation is needed or further harm must be prevented.

## 8. Decision and reasons

We inform the notifier of our decision without undue delay where electronic contact details are available. We also provide information about the available opportunity to object.

Where we restrict Content, access, payments, accounts or a Service because of potentially illegal Content or a breach of terms, the affected Customer or User receives clear and specific reasons where we have their electronic contact details, subject to statutory exceptions.

Depending on the situation, the reasons may include information about:

- the measure taken;
- its scope and any duration;
- the relevant facts and circumstances;

- whether the decision followed a notice, our own investigation or an authoritative order;
- the applicable legal or contractual basis;
- any use of automated tools;
- available means of objection or other legal redress.

We may omit information or delay notification only to the extent permitted by law or required by a valid order. We protect personal safety, ongoing investigations and third-party rights without withholding mandatory reasons or legal redress.

## 9. Authority orders, urgency and criminal offences

Competent judicial and administrative authorities may send official orders or information requests to info@mirobrowse.com, unless another designated contact point is specified for the order concerned.

We act on a valid order in accordance with applicable law and inform the issuing authority of the effect given to it where required.

Always call 112 in an immediate threat to life or personal safety. Potential criminal offences may also be reported directly to the police. Use the word “URGENT” only where prompt restriction is demonstrably necessary, and explain the specific threat.

If we become aware of information giving rise to a specific suspicion of a criminal offence threatening the life or safety of persons, we may or must inform the competent law enforcement or judicial authorities.

MiroBrowse is not a court or investigating authority. Complex civil disputes, unclear copyright conflicts or other matters requiring in-depth legal investigation may be referred to the parties concerned, a competent supervisory authority or a court.

## 10. Objection and reassessment

The notifier and the affected Customer or User may object electronically and free of charge within six months of the decision. Use the same notice form or email address and clearly identify the decision concerned.

The objection should preferably include:

- the date or reference of the original decision;
- an explanation of why you consider the decision incorrect or disproportionate;
- new facts, context or evidence;
- the outcome sought.

Where practicable, the objection is assessed by someone who did not independently make the original decision. A decision made mainly using automated tools may, on request, be reassessed by a person.

Following reassessment, the original decision may be confirmed, changed or reversed. Internal reassessment does not restrict the right to approach a competent court, supervisory authority, Digital Services Coordinator or, where applicable, an out-of-court dispute settlement body.

## 11. Manifestly unfounded notices and abuse

Misleading, intimidating, fraudulent or repeatedly manifestly unfounded notices may be restricted. The same applies where a notifier knowingly provides false information, uses the mechanism to harass others or submits large numbers of insufficiently specific notices.

Before restricting access to the notice mechanism, we consider matters including the seriousness, frequency, intention and consequences of the abuse. Where appropriate, we first give a warning. A restriction lasts no longer than reasonably necessary and does not prevent competent authorities from submitting a notice or order.

## 12. Privacy, sharing and retention

We use data from a notice for receipt, assessment, communications, implementing measures, handling objections, protecting rights, security, evidence and compliance with statutory duties.

Notice data are shared only as necessary with the Customer or User concerned, advisers, suppliers, rights holders, competent authorities or other parties who need to be involved in assessment or legal redress.

A notifier’s identity is not disclosed unnecessarily. Disclosure may nevertheless be necessary to allow both sides to respond, protect legal rights or comply with a statutory duty. Where possible, we share only the information needed for the purpose concerned.

We may record the category, handling time, decision, basis and measure taken to operate the procedure and meet any statutory reporting duties. Data are retained no longer than necessary for handling, objections, evidence, security and statutory duties. Further information is in the privacy statement.

## 13. Relationship with other terms

This procedure supplements the general terms and conditions, terms of use, customer arrangements and other rules applicable to a Service. Any additional notice or moderation rules for a specific Service apply alongside this general procedure.

This procedure may be updated when the services, technical capabilities or legislation change. The most recent version is made available through MiroBrowse’s legal pages.