General terms and conditions

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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.

Contract checklist

A quotation, order confirmation or agreement should state in plain language who the parties are, what Mirobrowse supplies, the price and term, the delivery date, how payment and termination work, the applicable terms and who is authorised to accept.

These general terms supplement those specific arrangements. The specific agreement or quotation takes precedence where a different arrangement has deliberately been agreed.

1. Who are the parties?

The service provider is Mirobrowse, the sole proprietorship of Kevin Smulders, established at Jennerstraat 74, 7909 EB Hoogeveen, Nederland, Dutch Chamber of Commerce number 77829603, VAT number NL003245374B56. Contact: info@mirobrowse.com. “Customer” means the person or organisation entering into an agreement with Mirobrowse.

2. Which arrangements apply?

1. These terms apply to Mirobrowse’s quotations, agreements and digital services: websites, CMS, hosting, custom applications, APIs, communities, ticket sales, event management and scoreboards, including equestrian competitions. Only the services and features agreed in the agreement are supplied.
2. The signed agreement or quotation specifies the selected work, packages, prices, schedule and term. In the event of a difference, that specific arrangement takes precedence over these terms. The data processing agreement takes precedence for the processing of personal data.
3. An agreement is formed when the customer accepts in writing or digitally, or Mirobrowse starts work at the customer’s request.
4. Mirobrowse makes these terms available before or when the agreement is entered into, in a form the customer can save.
5. A person accepting on behalf of a business declares that they are authorised to represent it. Mirobrowse may request reasonable confirmation of that authority.

6. Digital acceptance, agreement by email, signing through a digital signature platform or payment of the first invoice may constitute acceptance, unless otherwise agreed in writing.

3. Performance and the customer’s assistance

1. Mirobrowse carries out the work carefully and professionally. The schedule depends on the customer providing content, access, feedback, approval and payment on time.
2. A delivery date is a target date unless expressly agreed in writing as a binding deadline.
3. Work outside the agreement is additional work. Mirobrowse discusses the price or hourly rate before carrying it out.
4. The customer remains responsible for the accuracy and lawfulness of supplied and self-published content, and for the necessary rights and permissions.

4. Delivery and review

1. The customer checks the delivered website, application or other service within the period in the agreement and reports errors clearly in writing. If no period is agreed, 14 days applies. Mandatory consumer rights remain unaffected.
2. A minor error that does not prevent normal use is not a reason to withhold the entire acceptance or payment. Mirobrowse remedies such an error within a reasonable period.
3. New requests and changes outside the agreed assignment are additional work.
4. The parties record acceptance and outstanding remedies. Acceptance or expiry of the review period does not remove rights concerning hidden defects, errors reported in time or statutory consumer protection.

5. Accounts and safe use

1. The customer keeps login details confidential, uses a strong unique password and enables two-factor authentication where available or required.
2. The customer immediately reports suspected abuse or a security problem. Mirobrowse may temporarily restrict access where necessary for security, investigation or a statutory duty.
3. The customer does not use the service for malware, phishing, threats, fraud, infringement of rights, unlawful processing of personal data or other illegal activities.

6. Customer content

1. The customer determines what content and data are processed and published in its website, application or customer environment and remains responsible for them, including when Mirobrowse technically transfers existing content.
2. For tickets and events, the designated seller or organiser remains responsible for the offer, prices, mandatory buyer information, admission, cancellation and refunds. For competitions, the organiser or jury

determines the rules and official results; provisional scores are not automatically final. Mirobrowse supplies the agreed technical processing and remains responsible for its own attributable errors. A different role applies only where it follows from the actual service and agreement.

3. The customer grants Mirobrowse only a temporary right to use that content for development, hosting, publication, security, backup, maintenance and support.
4. Mirobrowse does not check all content in advance. Following a specific notice, Mirobrowse may investigate and take appropriate measures under the notice-and-takedown procedure.
5. In cases of repeated abuse, repeated infringement of rights or persistent publication of manifestly unlawful content, Mirobrowse may restrict or terminate accounts, features or services where reasonable and permitted by law.
6. A business customer compensates reasonable loss and costs arising from a third-party claim directly resulting from that customer's unlawful content or instructions, to the extent that the cause is attributable to the customer. Mirobrowse informs the customer promptly and consults on how to handle the claim.

7. Privacy

The privacy statement applies to Mirobrowse's own processing. Where Mirobrowse processes personal data solely on the customer's instructions, the data processing agreement applies. The customer is responsible for privacy and cookie information on its own website and for a valid legal basis or consent.

8. Hosting, maintenance and backups

1. Hosting, CMS use and storage are provided through Mirobrowse where selected in the agreement. Mirobrowse endeavours to provide a secure, properly functioning service but does not guarantee 100% availability without a separate SLA.
2. Mirobrowse may carry out scheduled maintenance and immediately necessary emergency maintenance.
3. Backup frequency, contents, retention periods and recovery arrangements are recorded for each service and must reflect the measures actually configured. A VPS subscription or a copy of a website publication is not in itself a complete server or database backup. Backups are intended for technical recovery, not as an unlimited archive or a guarantee that every version can be restored. Mirobrowse remains responsible for appropriate security and the agreed recovery arrangements; the absence of an automatic provider backup does not exclude that responsibility.
4. Support, storage and usage limits follow the selected package. New features, redesign, substantial content changes and correcting errors caused by the customer or third parties are not included unless otherwise agreed in writing.
5. Improvements to discoverability, speed, accessibility, AI discovery or conversion are obligations to use reasonable efforts unless measurable results have been guaranteed in writing. Search engine positions, AI answers, advertising performance and revenue results are not guaranteed. This does not limit statutory requirements for accessibility, conformity, security or necessary updates for the service actually supplied.

9. External services

Mirobrowse may use other suppliers for matters such as domain registration, email, payments, statistics, maps or external scripts. Mirobrowse selects them carefully but cannot determine their availability, prices or policies. If an external service changes substantially or stops, the parties discuss a reasonable alternative and any additional costs.

10. Prices and payment

1. The agreement states the price, VAT, billing period and payment arrangement. Business prices exclude VAT; consumer prices include VAT and other unavoidable costs. Any additional costs and their calculation are clearly stated before the agreement is entered into.
2. Payment is due within 14 days of the invoice date unless a different period is agreed in writing. Recurring services may be invoiced in advance as set out in the agreement.
3. In the event of late payment, Mirobrowse may temporarily suspend work or access after a written warning and reasonable additional payment period, only where proportionate and permitted by law. Mandatory return, switching assistance and privacy rights remain applicable. A consumer first receives the legally required free fourteen-day payment notice before collection costs can become payable.
4. A recurring price may change only under a previously agreed, clear and reasonable provision stating the grounds, calculation and timing, or with the customer’s fresh agreement. Mirobrowse provides the reason, calculation, new amount and effective date at least one month in advance in a form the customer can retain. A consumer may terminate the affected service free of charge before an increase takes effect; only a directly mandated statutory pass-through is handled under the rules applicable to it. Without a valid price-change provision or fresh agreement, the existing price remains. Business customers are subject to their specific arrangements, within statutory limits.

11. Ownership and right of use

1. The CMS, source code, server code, database structure, administration environment, internal scripts, generic modules, reusable components, development methods and technical infrastructure remain the property of Mirobrowse or its licensors.
2. Payment for development, hosting or a package does not transfer these rights. During the term, the customer receives a right to use the agreed software and features for its own customer environment and authorised users. Separately agreed assignment or licensing of custom work remains applicable.
3. The right of use does not automatically include installation of the software at the customer’s premises. Copying, resale, rental, sublicensing or reverse engineering is permitted only as agreed or as allowed by mandatory law or applicable third-party licences.
4. The customer retains its rights to content it supplies, regardless of payment. After full payment, the customer also receives the HTML and CSS modules to the extent they were made specifically for that customer and included in the agreement. The standard website export on departure is described below. A payment dispute does not limit mandatory rights to return, erasure or switching.

5. For applications and platforms, an export includes available customer data in an appropriate commonly used and, where possible, machine-readable format. The CMS, server code, database structure, administration environment, internal scripts and hosting configuration are not transferred unless otherwise agreed. This exception does not exclude customer data held in a database. Statutory rights to return, transfer and switching remain applicable. Additional assistance may be charged as extra work only to the extent permitted by law and the agreement.
6. On departure, one standard export of the generated HTML and CSS website is included, together with the associated local files needed to use that static version to the extent Mirobrowse may transfer them. Normal assistance with transferring a domain managed for the customer is also included. Additional setup with a new provider, conversions or assistance constitute paid additional work only after prior agreement on the price and to the extent permitted by law. This additional-work provision does not exclude mandatory return of data or switching assistance.
7. Third-party software, fonts, images, animation libraries, UI libraries and materials remain subject to the third party's terms. Open-source components are used under their licences; paid or restricted licences are used only with appropriate permission or a licence.

12. Confidential information

The parties keep confidential information secret and use it only for the agreement. This does not apply to information already public, lawfully obtained from another party or required to be disclosed by law.

13. Liability

1. For business customers, Mirobrowse is liable only for direct loss demonstrably resulting from an error attributable to Mirobrowse. The customer first gives Mirobrowse a reasonable opportunity in writing to remedy the error, unless remedy is permanently impossible or the law does not require notice of default.
2. For a business customer, liability is limited as specified in the agreement. If the agreement is silent, liability per event is limited to the amount paid for the affected service in the 12 months preceding the event, up to a maximum of €250.00. Events with the same cause count as one event.
3. For business customers, liability for indirect loss is excluded, including consequential loss, lost revenue or profit, lost savings and loss of reputation or search engine results.
4. For consumers, statutory rules on liability and compensation apply; the business exclusions and financial caps in this article do not apply to consumers.
5. The limitations do not apply in cases of intent or deliberate recklessness by Mirobrowse, death or bodily injury caused by an error by Mirobrowse, or where liability may not be limited by law.

14. Force majeure

A party is temporarily excused from performance where a failure cannot be attributed to it under the law. A major power or internet outage, government measure, war, natural disaster or failure of an essential supplier may qualify, but is not automatically force majeure. The affected party informs the other and mitigates the

consequences where reasonably possible. Payment for work already delivered remains due. If force majeure lasts more than 60 days, either party may terminate the affected part without compensation for that force majeure. Statutory rights to termination and refunds remain unaffected.

15. Term, notice and the end of hosting

1. The agreement determines the minimum term, renewal and notice period. Business services may have an initial term of 12 months and annual renewal.
2. Statutory termination rules always apply to consumers. After a permitted initial fixed period, a consumer subscription is not renewed for another fixed period, and the notice period thereafter is no more than one month.
3. In the event of a material breach, the other party may terminate after a reasonable remedy period has expired without remedy. Immediate action is possible in cases of serious abuse, an acute security risk, insolvency or cessation of business, to the extent permitted by law.
4. When hosting or software use ends, regular access ends after the applicable transition. The parties coordinate export, continuity and termination. The standard retrieval period is 30 calendar days after the applicable switching period; without a switching period, it starts on termination. For personal data, the choice between return and erasure under the data processing agreement applies. A longer statutory transfer or retrieval period and an earlier valid erasure instruction take precedence.
5. For websites, the export includes the agreed static website and customer-specific modules; for other applications, the available customer data under article 11. Where the European Data Act applies, these provisions do not restrict statutory switching, continuity or export rights. The service schedule records the specific formats, procedure, time limits and any legally permitted charges.

16. Consumers

1. A consumer entering into a service agreement at a distance or off-premises generally has a 14-day withdrawal period starting when that agreement is concluded. A proportionate payment on withdrawal is due only if the consumer received the required information beforehand and expressly requested performance during that period, with the legally required record. Custom work alone does not exclude withdrawal rights for a service.
2. The right of withdrawal for a fully performed service expires only if the consumer has expressly consented in advance to immediate performance and acknowledged that the right expires after full performance. Separate statutory requirements apply to digital content.
3. Statutory rights concerning the quality, operation and necessary updates of digital services remain applicable. Withdrawal may be notified by a clear statement, for example by email to info@mirobrowse.com. Before acceptance, the consumer also receives the applicable withdrawal information and model form. Where reimbursement is due on withdrawal, it is made without undue delay and within 14 days of the withdrawal notice, under the statutory rules.

Where a consumer concludes an agreement carrying a withdrawal right through an online interface, the legally required, easily accessible withdrawal function is also provided for as long as that right can be exercised. After submission, an acknowledgement containing the statement, date and time is provided without undue delay in a form the consumer can retain. This function does not replace the option to withdraw by another clear statement.

17. Changes to these terms

A new version on the website does not automatically change an existing agreement. A change requires a previously agreed, sufficiently clear and reasonable provision or fresh agreement. Mirobrowse provides the change, reason, effective date and applicable termination rights beforehand in a form the customer can retain. Mandatory rights remain applicable, including for technical or legally necessary changes. For business customers, the amendment procedure in the agreement applies; without such a procedure, consent is required for a substantial change.

For consumers, a continuing digital service may be changed beyond necessary remedies only where the agreement allows this for a valid reason, without extra cost and with clear information. Where access or use is adversely affected by more than a minor amount, statutory advance information and the right to terminate free of charge within 30 days apply, starting from notification or the change if later. The statutory exception applies where the consumer can retain the unchanged, conforming service without extra cost.

18. Complaints and applicable law

1. Complaints may be sent to info@mirobrowse.com. Mirobrowse aims to provide a substantive response within 14 days.
2. Dutch law applies. A consumer retains the mandatory protection of the country in which that consumer habitually resides.
3. The parties first try to resolve a dispute together. It may then be brought before the court with jurisdiction under the law.