

MIRAKL CONNECT (« MCO ») is a platform operated by Mirakl that brings together a global community of Operators, Sellers and Partners and offers various services.

Access, consultation, browsing and/or use of the MCO implies full acceptance of this document and the specific conditions described below.

By accepting the MCO Terms of Services, the User explicitly acknowledges having read them and being bound by them, and having the authority to bind the said company.

From time to time and subject to a reasonable written notice addressed to User, Mirakl may modify these MCO Terms of Services. By continuing using MCO after the entry into force of the updated version of these MCO Terms of Services, User confirms its acceptance of those terms.

In addition to these MCO Terms of Services, User agrees to comply with the latest version of the "Acceptable Use Policy" which can be found [here](#) and with any instructions or guidelines that may be provided by Mirakl on MCO, notably in the Documentation, and which may be updated from time to time.

Article 1. DEFINITIONS

"Affiliate": any corporation or entity that Mirakl directly or indirectly controls, is under common control with, or is controlled by Mirakl.

For the purpose of this article, "control" means the ownership of more than fifty percent (50%) of the voting equity in such entity or otherwise the ability to direct the management of such entity.

"Confidential Information": all information and documentation of a Party that is marked as "confidential" or which should reasonably be recognized as confidential, including but not limited to any technical, operational, or commercial information relating to MCO or to Mirakl and the Documentation.

"Data Protection Laws": any applicable regulation relating to data protection and in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("GDPR").

"Documentation": the documents and information provided by Mirakl in the "documentation" tab of MCO including the technical documentation, and operations manual.

"MCO Terms of Services": these terms describing the conditions of access and use of MCO by Users.

"Mirakl": MIRAKL, a *société par actions simplifiée* incorporated in France (RCS Paris n° 530 897 990), with offices located at 10-12, rue de Lübeck, 75116 Paris, France.

"Mirakl API": an API made available by Mirakl to/for Users.

"Operator": a legal entity that is currently operating or will operate an e-commerce platform.

"Partner": a legal entity that provides tailored services and technology solutions for Operators and/or Sellers. In addition to these MCO Terms of Services, Partner may have to sign a Partner Access Form and agree to the Partner Additional Terms of Services.

"Party": in singular, Partner, Operator, Seller or Mirakl; in plural, Partners or Operators or Sellers and Mirakl.

"Personal Data": information related to a data subject, as defined and protected under Data Protection Laws.

"Seller": a natural person or legal entity offering goods or services for sale online, notably via Operators' platforms. In addition to these MCO Terms of Services, Seller may have to agree to the Seller's Additional Terms of Services.

"User": a Partner or Operator or Seller which has access to MCO.

"User Data": means all data entered into and/or hosted on MCO and/or on other Mirakl's products and/or made accessible to Mirakl by User.

Article 2. PURPOSE

These MCO Terms of Services, including any other related documents as described herein, set forth the terms under which User can access and use MCO.

Article 3. MCO DESCRIPTION

3.1) **MCO**. MCO is a platform that offers different types of services to Operators, Sellers and/or Partners.

In particular, MCO facilitates Sellers' registration with Operators and management of their activities on the Operators' platforms.

3.2) **Access to MCO**. Access to MCO is protected (encrypted) through SSL protocol to ensure data privacy and integrity. User's identification requires the use of an ID with an associated password (or a User API key). User shall maintain User's password strictly confidential and shall not disclose said password to any third party. User shall take sole responsibility for any actions and activities made with User's ID and password (or with a User API key) and will also be liable for potential damages resulting therefrom, whether or not User authorized such actions and activities.

In the case where User suspects unauthorized use and/or activity of its User's ID, associated password and/or User API key, User shall immediately notify Mirakl who can decide, at Mirakl's sole discretion, to take appropriate measures (suspension of the access to MCO, modification of the password, User's ID or User API key, etc.).

3.3) **Support**. Incidents can be reported and/or tracked by Sellers and Partners through a specific form within the MCO interface, and by Operators through the support procedures for its platform. Mirakl's support service only covers reproducible incidents directly attributable to MCO. Mirakl does not warrant that the support service provided by Mirakl will solve all incidents raised by User. Mirakl does not guarantee that recurrence of such incidents or additional incidents will not occur.

Article 4. USER'S OBLIGATIONS

4.1) **Account Creation**. User must create a User account by providing all information required by Mirakl. Mirakl may reject applications for an account for any reason whatsoever, at Mirakl's sole discretion. User acknowledges that Mirakl will use the email address provided by User as the primary method for communication. User is responsible for keeping up to date complete and accurate information regarding User's account. If an individual signs up for an account on behalf of User's company, the company will be deemed to be User for the purpose of these MCO Terms of Services. The individual represents User's company and warrants that he/she has the authority to bind his/her employer to these MCO Terms of Services.

4.2) **Degree of Care**. In addition to, and without limiting the provisions of these MCO Terms of Services, User shall perform User's obligations under these MCO Terms of Services in accordance with the highest applicable industry standards.

4.3) **Provision of Information**. User shall take all reasonable measures to protect and backup databases, programs, documents, and information of any nature which User may provide to Mirakl and/or to other Users in the context of User's use of MCO.

4.4) **Use of MCO**. User shall use MCO in compliance with these MCO Terms of Services, the Acceptable Use Policy, the Documentation, and the applicable supplemental terms, if any. User warrants that it will not use MCO to develop a product susceptible to compete with MCO.

4.5) Legal Compliance. User warrants that:

- User Data does not and shall not infringe any third-party rights, including any intellectual property right, such as those related to pictures, trademarks, logos, hyperlink, descriptions, etc.; and
- User shall comply with any and all laws and regulations applicable to their use of MCO, and to User Data. In particular, this includes (i) Data Protection Laws and (ii) all applicable laws, rules and regulations, including obtaining any licenses required in order for User to operate and to offer services to other Users.

User shall indemnify, defend, and hold harmless Mirakl from and against any and all damages, liabilities, suits, claims, expenses (including reasonable attorneys' fees) resulting from any claim or action of any kind brought against Mirakl, Mirakl's Affiliates, and its and their employees or subcontractors, by any third party and related to any infringements or violations of such third party's rights. This includes any intellectual property right, as well as any claim or action related to (i) User's use of MCO and/or (ii) User Data.

Article 5. USER DATA

By subscribing to MCO, User expressly agrees that their User Data may be stored and used by Mirakl. User expressly agrees to share their User Data (including, but not limited to User's profile, company registration information, sales, catalog) with Mirakl and, when applicable, with other Users.

Mirakl may use User Data in particular to (a) improve Mirakl's existing products and services (including product features and functionalities, workflows, and user interfaces) and to develop new products and services, (b) maximize resources and support allocation, (c) develop learning algorithms, and (d) identify industry trends and developments, indexing, and anonymous benchmarking.

Article 6. TERM – SUSPENSION - TERMINATION

6.1) Term. Access to MCO is effective from the date of acceptance by User of these MCO Terms of Services and will remain in effect until it is terminated by either Party in accordance with the conditions set forth below.

6.2) Suspension. Without giving rise to any claim for damages, Mirakl reserves the right, at Mirakl's sole discretion, to suspend, in whole or in part, User's access to MCO for any reason, and in particular in the event:

- User inappropriately uses MCO or fails to comply with the Acceptable Use Policy or the Documentation;
- Information provided by User is deemed to be false, incomplete, or outdated;
- User fails to comply with these MCO Terms of Services or any other contractual document;
- User is suspected of fraud and/or threatens the security of MCO; or
- User does not match the level of quality required by Mirakl.

A Party may additionally decide to terminate these MCO Terms of Services as per the terms of articles 6.3 and 6.4 below.

6.3) Termination. These MCO Terms of Services may be terminated by either Party at any time, provided a written notice of termination is sent to the other Party at least:

- one (1) month prior to the date of termination, if at Mirakl's initiative; or
- one (1) week prior to the date of termination, if at User's initiative.

6.4) Termination for Breach. Mirakl may cease to provide MCO to User if User commits a breach of any term of these MCO Terms of Services and fails to remedy that breach within thirty (30) days of Mirakl's written notice of the breach (which may be provided by e-mail). During the aforementioned remediation period, Mirakl may, at Mirakl's sole discretion, suspend in whole or in part User's access to MCO until complete remediation of the breach by User. In the event of material or repeated breaches and in case of failure by User to comply with a legal or regulatory obligation, Mirakl may cease to provide User with MCO upon written notice with immediate effect.

6.5) Post Termination. Upon termination, Mirakl will cease to provide MCO to User, and User shall no longer have any right to access and use MCO. Any article of these MCO Terms of Services which by their nature are intended to survive termination, as well as any article which are intended to survive termination, shall survive any such termination.

Article 7. INTELLECTUAL PROPERTY

Upon User's registration on MCO:

- Mirakl expressly grants to User a worldwide, non-exclusive, and royalty-free right to access and use MCO and the Documentation in compliance with these MCO Terms of Services.
- User expressly grants to Mirakl a worldwide, non-exclusive, royalty-free, unlimited, transferable, and sub-licensable right to use, display, and operate all User Data for the purpose of operating MCO, as detailed notably in article 5 of these MCO Terms of Services.

All intellectual property rights in MCO and the Documentation is owned by and will remain with Mirakl or Mirakl's licensors.

Each Party warrants that they will not infringe the other Party's or its licensors' intellectual property rights in any way.

Notably, regarding MCO and the Documentation, User agrees not to:

- use in any way MCO and/or the Documentation for the purpose of designing, performing, providing, or selling similar, equivalent, or substitute products or services;
- license, sub-license, sell, resell, rent, lease, transfer, assign, distribute, or make MCO available for access or use by any person other than User itself;
- adapt, modify, transform, or change MCO and/or the Documentation in any way, for any reason whatsoever, including to correct malfunctions;
- decompile, perform reverse engineering, or disassemble all or any part of MCO;
- sell, transfer, or rent, whether for payment or free of charge, all or part of MCO, the Documentation and/or the rights of use granted under these MCO Terms of Services;
- directly or indirectly transcribe or translate into another language MCO and/or the Documentation;
- alter, crack, or circumvent any anti-piracy measures, including access codes or usernames; and
- to release and/or market, whether for payment or free of charge, including under lease, MCO and/or the Documentation; whether by way of a derivative work or otherwise.

If User provides any feedback to Mirakl concerning the functionality and performance of MCO (including identifying potential errors and improvements), hereinafter "Feedback", User hereby assigns to Mirakl all rights, title, and interest in and to the Feedback. Mirakl is free to use, reproduce, disclose, and otherwise exploit the Feedback without attribution, payment, or restriction, including to improve MCO, the Documentation or Mirakl API, and to create other products and services. User agrees that any such Feedback shall be considered Mirakl's Confidential Information and shall be protected by User accordingly.

Article 8. LIABILITY – INSURANCE

8.1) Cooperation. Each Party shall use their best efforts to cooperate with the other Party in the context of the performance of these MCO Terms of Services and shall observe a duty of good faith.

8.2) Disclaimer. EXCEPT AS EXPRESSLY INDICATED IN THESE MCO TERMS OF SERVICES AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MIRAKL PROVIDES MCO ON AN “AS-IS” AND “AS AVAILABLE” BASIS. MIRAKL MAKES NO WARRANTIES HEREIN. MIRAKL, MIRAKL’S AFFILIATES, AND ITS AND THEIR EMPLOYEES, DIRECTORS, AND AGENTS, EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, ACCURACY, NON-INFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, MIRAKL FURTHER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, THAT MCO WILL SATISFY ANY OR ALL OF USER’S REQUIREMENTS AND OR WILL BE UNINTERRUPTED, ERROR-FREE OR FREE FROM HARMFUL COMPONENTS. IN NO EVENT SHALL MIRAKL BE PART OF THE COMMERCIAL AND CONTRACTUAL RELATIONSHIPS BETWEEN USERS, SUCH RELATIONSHIPS BEING EXCLUSIVELY GOVERNED BY ANY CONTRACTUAL DOCUMENTS THAT THE CONCERNED USERS CONSIDER TO BE NECESSARY TO GOVERN THEIR RELATIONSHIP. MIRAKL MAKES NO WARRANTY REGARDING THIRD-PARTY MARKETPLACES, SELLERS OR PARTNERS. REGARDING THE PARTNER-SELLER AND PARTNER-OPERATOR RELATIONSHIP, PARTNER AGREES THAT MIRAKL TAKES NO RESPONSIBILITY IN PARTNER’S EXPANSION OF ITS BUSINESS; AND SELLER AND OPERATORS AGREE THAT MIRAKL TAKES NO RESPONSIBILITY IN THE PROVISION OF PARTNERS’ SERVICES OR FAILURE TO PROVIDE THEM ACCORDING TO THE TERMS OF THEIR AGREEMENT.

8.3) Limitation of Liability. THE TOTAL LIABILITY OF MIRAKL (AND MIRAKL’S AFFILIATES, AND ITS AND THEIR EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, AND SUBCONTRACTORS) FOR ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE MCO TERMS OF SERVICES SHALL BE LIMITED TO ONE HUNDRED (100) EUROS.

8.4) Excluded Damages. IN NO EVENT SHALL MIRAKL (AND MIRAKL’S AFFILIATES, AND ITS AND THEIR EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, AND SUBCONTRACTORS) BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF OPPORTUNITY, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, IN CONNECTION WITH OR ARISING OUT OF THE USE OF OR INABILITY TO USE MCO, OR THE PERFORMANCE OF OR FAILURE TO PERFORM THEIR RESPECTIVE OBLIGATIONS HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF MIRAKL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. USER ACKNOWLEDGES THAT IN NO EVENT MIRAKL SHALL BE LIABLE IN CASE OF UNAVAILABILITY OF MCO. MIRAKL SHALL NOT BE LIABLE FOR ANY DAMAGE RESULTING FROM THE USE OF MCO WITH ANY THIRD-PARTY HARDWARE OR SOFTWARE OR BY A DEFAULT OF USER’S TECHNICAL ENVIRONMENT.

8.5) Hosting. Mirakl acts as host of User Data and does not carry out any review prior to publication of a content on MCO. User is solely responsible and liable for their User Data. In accordance with applicable law, Mirakl is not subject to general and continuous monitoring of the content, information, and data published by Users on MCO. Mirakl cannot be held responsible for any User Data except in the cases expressly provided for by applicable law and regulations. In this respect, Mirakl reserves the right to delete without notice any User Data which does not comply with the terms of these MCO Terms of Services and/or with any applicable law, notably when notified by a third party or another User. Mirakl may also delete content Mirakl reasonably believes does not comply with good morals, the very essence of MCO, the desired image of Mirakl, or which would be likely to disturb or offend other Users.

8.6) Obligation to Mitigate. Each Party shall take all commercially reasonable steps to mitigate any losses or damages that may be incurred hereunder.

8.7) Risk Allocation. THE PARTIES AGREE THAT THE TERMS AND CONDITIONS DESCRIBED HEREIN SETS OUT A FAIR ALLOCATION OF RISK BETWEEN USER AND MIRAKL.

8.8) Limitation of Time to File Claims. The Parties hereby expressly agree that any action by either Party under these MCO Terms of Services or in connection with MCO must be brought within one (1) year after the cause of action arose or such later time when a continuing or latent action ceases or is discovered (or should reasonably have been discovered), otherwise such cause of action or claim is permanently barred.

8.9) Insurance. Each Party declares to be the holder of a civil liability insurance policy covering (i) the financial consequences of their contractual liability as well as delict or quasi-delict in the context of their professional activity, and (ii) the financial consequences of the damages which each Party is likely to cause in the course of their professional activity on MCO.

8.10) Survival. It is expressly agreed between the Parties that in the event of termination for any reason whatsoever of these MCO Terms of Services, this article shall survive.

Article 9. CONFIDENTIALITY

The Party receiving Confidential Information agrees that, for the duration of these MCO Terms of Services and for a period of five (5) years after their termination or expiration for any reason whatsoever, any Confidential Information provided by the disclosing Party shall:

- be protected and kept strictly confidential, and be handled by the receiving Party with the best level of care and protection;
- be disclosed only to the receiving Party’s employees, contractors, subcontractors, and/or agents who need to access to such information and are bound, in writing, by confidentiality obligations at least as protective as those stipulated herein, and shall be used by them only for the purposes contemplated hereunder;
- not be used by the receiving Party, in whole or in part, for any purpose other than as set forth in this article without the prior written consent of the disclosing Party. In particular, Confidential Information shall not be sold, transferred, rented, or commercially exploited; and
- not be copied, reproduced, or duplicated, in whole or in part, by the receiving Party except (i) for the purpose of performing the receiving Party’s contractual obligations herein and/or (ii) if expressly approved in writing by the disclosing Party.

In case of disclosure to the receiving Party’s contractors or subcontractors, such third party shall sign a confidentiality agreement incorporating terms at least as protective as those set out in this article, which shall be disclosed to the disclosing Party upon request.

The receiving Party shall ensure that the receiving Party’s employees, contractors, subcontractors, and/or agents comply with the obligations set out in this article as though they were a party to these MCO Terms of Services. Each Party will be liable for any disclosure made in breach of this article by their employees, contractors, subcontractors, and/or agents. If Confidential Information is disclosed in breach of this article, the Party who has knowledge of it must notify the other Party without delay and make their best efforts to cooperate with the other Party in order to restore confidentiality and avoid further breaches.

The confidentiality obligations defined in this article shall not apply to Confidential Information:

- which has entered the public domain, except where such entry is the result of a Party’s breach of the provisions of this article;
- which, prior to disclosure hereunder, was already in the receiving Party’s possession without restriction, as evidenced by the receiving Party’s written records predating the date of disclosure;
- which was lawfully received from a third party without restrictions and not in breach of confidentiality provisions protecting the Confidentiality Information;

- which was developed independently by the receiving Party, as demonstrated by the receiving Party by written records predating the date of disclosure, without violating any confidentiality obligations toward the disclosing Party;
- whose use or disclosure has been authorized in writing by the disclosing Party; or
- which may be disclosed by the receiving Party pursuant to the lawful request or order of a court, tribunal or governmental agency or where required by operation of law; provided, however, that the receiving Party will: (a) take reasonable steps to assess the validity of such request or order; (b) if the disclosing Party can be notified under such request or order, promptly notify the disclosing Party to allow the disclosing Party to seek for a protective order or similar judicial constraint and make reasonable efforts to cooperate with the disclosing Party in their efforts to respond to such request or order (at the disclosing Party's request and sole expense); or (c) if notification is not allowed, take reasonable steps to limit disclosure to only that portion of the disclosing Party's Confidential Information required to be disclosed under such request or order.

In addition, each Party may disclose, in strict confidence, the other Party's Confidential Information (a) to their lawyers, insurance brokers, and auditors, (b) where such disclosure is necessary to implement or prove the existence of rights under these MCO Terms of Services, and (c) for Mirakl, to Mirakl's Affiliates.

Article 10. PERSONAL DATA

Mirakl will process the Personal Data of Users in compliance with Data Protection Laws applicable to Mirakl in the context of the provision by Mirakl of MCO, as described in the Mirakl Connect – Privacy Policy which can be found [here](#). When Mirakl process Personal Data of the Seller's end users, the terms of the data processing addendum at ("[DPA](#)") posted as of the Effective Date are hereby incorporated by reference.

Article 11. SPECIFIC CONDITIONS FOR SELLERS

Sellers can benefit from specific services as described [here](#) or in an order form, which are in addition to the MCO Terms of Services subject to the [Seller's Additional Terms of Services](#).

If Seller uses a paid features without having first entered its payment information and accepted the Seller's Additional Terms of Services, Mirakl will notify Seller in writing, requesting that it enter said information and accept said Seller's Additional Terms of Services in MCO.

If this information is not completed within seven (7) days, Mirakl reserves the right to take measures as described in article 6 "Term – Suspension – Termination".

Article 12. MISCELLANEOUS

12.1) Relationship of the Parties. The Parties are independent contractors. There is no relationship of agency, partnership, joint venture, employment, or franchise between the Parties. Neither Party nor their employees will have the authority to bind or commit the other Party in any way or to incur any obligation on its behalf. These MCO Terms of Services are for the benefit of the Parties hereto and are not intended to confer upon any other person or entity any rights or remedies hereunder.

12.2) Assignment, Subcontractors. Mirakl may assign these MCO Terms of Services without User's consent to a third party of its choosing, including Mirakl's Affiliates. Mirakl may subcontract, in whole or in part, the performance of Mirakl's obligations hereunder and the provision of MCO without notice to, or consent from, User.

12.3) Retention of Electronic Records to Satisfy Legal Requirements/Evidence. The Parties agree that the records stored by Mirakl as well as the electronic communications between the Parties shall be admissible as evidence between the Parties in accordance with applicable law. For this purpose, it is expressly agreed that all technical information concerning User and any electronic communications of any nature whatsoever with User (including, but not limited to, email, internal messages from MCO, etc.) may be stored and archived by Mirakl for evidentiary purposes or to satisfy legal requirements.

12.4) Non-waiver. Any failure of either Party to insist upon or enforce performance by the other Party of any of the provisions of these MCO Terms of Services or to exercise any rights or remedies under these MCO Terms of Services will not be interpreted or construed as a waiver or relinquishment of such Party's right to assert or rely upon such provision, right, or remedy in that or any other instance.

12.5) Severability. If any provision of these MCO Terms of Services is held to be unenforceable under applicable law or becomes null, void, or inapplicable, the validity, legality, or enforceability of the remaining provisions shall not be affected or impaired in any way, and these MCO Terms of Services shall be construed and interpreted without such provision.

12.6) Force Majeure. Neither Party will be liable for any delay in performance or failure to perform their obligations under these MCO Terms of Services due to any cause or event outside their reasonable control, including civil or military authority, acts of war, riot, terrorism, embargoes, union disputes and strikes, acts of civil or military authorities, fire, floods, earthquakes, fuel crises, or other work stoppages.

12.7) Publicity. User authorizes Mirakl to use User's company name and/or logo and/or trademarks on Mirakl's websites, on reference lists, through press releases issued by Mirakl, and in any other promotional materials.

12.8) Entire Agreement. These MCO Terms of Services and all documents referenced herein (together, the "Agreement") constitute the entire agreement between the Parties for User's access and use of MCO and may not be modified by custom and usage. The Agreement replaces and supersedes any prior verbal or written understandings, communications, and representations between the Parties, with respect to MCO. Except in specific cases provided for in the Agreement, no document that purports to modify or supplement the Agreement thereto shall add to or vary the terms of the Agreement, unless otherwise agreed to in a writing and signed by an authorized representative of each Party.

12.9) Notices. Any notice under these MCO Terms of Services shall be made in writing and shall be delivered by hand or sent by pre-paid first-class post or by recorded delivery to the other Party at Party's address as set out in MCO, or such other address as may have been notified by that Party for such purpose. A notice delivered by hand shall be deemed to have been received when delivered. A correctly addressed notice sent by pre-paid first-class post or by recorded delivery shall be deemed to have been received at the time of first presentation.

12.10) Governing Law and Jurisdiction. These MCO Terms of Services will be governed by the laws of France, without regard to its conflict of laws principles. The Parties expressly exclude the enforcement of the United Nations Convention on Contracts for the International Sale of Goods, all national laws aimed at implementing this convention as well as the rules of conflict of law which may be enforceable. In the absence of mutual agreement between the Parties, the Paris Commercial Court shall have jurisdiction to rule on any dispute occurring between the Parties with regards to these MCO Terms of Services' construction or performance, notwithstanding multiple defendants, or introduction of third parties, even for protective, summary, or motion procedures.