

MOC DESIGN UPLOAD AGREEMENT

SECTION I. PARTIES

- A) This document serves as a contract between Vasari Design LLC and the MOC Designer. Vasari Design LLC may be referred to hereafter as MOCBoxing, us, or we. The MOC Designer is the person or entity uploading a MOC to mocboxing.com and may be referred to hereafter as the designer or you. Customer refers to the individual or entity buying products from MOCBoxing.

SECTION II. TERMS

- A) "MOC" refers to an arrangement of LEGO® Bricks who's design is demonstrably unique from those that The LEGO Group has officially sold in any capacity. A MOC may or may not include parts, stickers, or other items not produced by The LEGO Group.
- B) "Upload" refers to the process of consciously selecting files pertaining to a MOC and submitting them to mocboxing.com or to MOCBoxing via any communication method with the intent to have the MOC displayed on mocboxing.com and be made available for sale using our services.
- C) "Our Services" refers to any feature or action that MOCBoxing may provide to its customers, clients, contractors, or any other parties. MOCBoxing's services may be offered through mocboxing.com or other methods, including but not limited to email.
- D) "mocboxing.com" is the website that can be accessed at <https://mocboxing.com>.

SECTION III. INTELLECTUAL PROPERTY (IP) OWNERSHIP

- A) The IP that is used in a MOC that is uploaded contains, exclusively, the arrangement of LEGO and non-LEGO parts in the MOC, the layout and contents of the building instructions for the MOC, the decorative art used to create stickers for the MOC, and any original characters or art used to motivate the MOC that are demonstrably unique. The IP used in a MOC belongs exclusively to the original creators of the IP and is not claimed by MOCBoxing.
- B) A MOC may use the IP of any person or entity that has given consent for IP usage. Since MOCBoxing provides parts for a MOC and does not claim the MOC design as its own, MOCBoxing will operate under the assumption that all uploads abide by applicable IP law.

SECTION IV. DISTRIBUTION

- A) Instructions will be made available to customers as a digital file via email after receipt of payment for the MOC.
- B) MOCs will be displayed as products that are publicly visible so long as they 1) have all the necessary product information and 2) meet the upload requirements outlined in this document.
- C) Customers will receive all LEGO parts used to make the MOC after receipt of payment for the MOC. Non-LEGO parts and accessories will not be provided unless explicitly stated in the product description or in a direct agreement with the designer. Extra pieces may be provided for customers in their order fulfillment at the sole discretion of

MOCBoxing. MOCBoxing will divide the inventory of the MOC into an acceptable number of orders from separate suppliers, to the extent deemed reasonable by MOCBoxing, and direct each supplier to ship to the customer.

- D) MOCBoxing retains the right to post product images uploaded for any MOC to any social media account. A direct link to the product listing on mocboxing.com will be made available to the designer at the time that the product listing is made public. Designers are free to promote MOCBoxing and their designs that are found on mocboxing.com.

SECTION V. RETURNS

- A) Since each order is fulfilled on an individual basis, MOCBoxing is unable to accept any returns.

SECTION VI. PAYMENT

- A) At the time that a MOC is uploaded, designers must indicate their expected compensation per purchase of the contents of their MOC through a mocboxing.com product listing, as well as the PayPal account that is to receive this compensation. Designers will receive compensation after a customer has been paid but before a customer receives the parts for their set, unless a designer indicates a preference for no compensation.
- B) Customers will receive a full or partial refund if their order is unable to be fulfilled, equal to the value of the unfulfillable goods. If an order has a problem, customers are encouraged to email mocboxing@gmail.com to detail their problem, and MOCBoxing is responsible for resolving the issue within confines that are defined as reasonable at the sole discretion of MOCBoxing.

SECTION VII. REQUIREMENTS FOR MOCBOXING

- A) MOCBoxing is responsible for either making the designer's MOC publicly accessible on mocboxing.com within three (3) business days or stating in writing that a MOC cannot be presented on mocboxing.com. MOCBoxing is also required to present the designer with a direct link to the public listing and a sample invoice of the individual part costs in the MOC at the time that the listing is made publicly accessible.

SECTION VIII. REQUIREMENTS FOR DESIGNERS

- A) Designers are required to submit MOCs that do not display, overtly or excessively, themes of violence or sexuality, as determined at the sole discretion of MOCBoxing. Designers are encouraged to remember that children may view their MOCs on mocboxing.com.
- B) Designers must, at the time of upload, provide all information that is required by the digital form that can be found at <https://mocboxing.com/pages/submit-a-moc>.
- C) Designers may promote MOCBoxing or the link to their MOC on mocboxing.com at their discretion.

SECTION IX. ALTERATIONS

- A) Designers may request alterations to any of the data collected through the digital form found at <https://mocboxing.com/pages/submit-a-moc> by sending an email to mocboxing@gmail.com detailing the desired changes. Alterations may include, but are not limited to, parts lists, instruction files, product photos, and any information that appears to the public or is used to document the MOC or pay the designer. Alterations may result in a change to the cost of the MOC that is presented to customers. MOCBoxing reserves the right to refuse these alterations within reason, determined at MOCBoxing's sole discretion. MOCBoxing should respond to requests and make appropriate changes within seven (7) business days of the receipt of the alteration request.

SECTION X. PERMISSION TO UPLOAD

- A) MOCBoxing grants designers a revocable permission to upload MOCs to mocboxing.com.
- B) Designers grant MOCBoxing a non-exclusive permission to access and use any information obtained through or required by the upload form at <https://mocboxing.com/pages/submit-a-moc> to use as deemed reasonably necessary by MOCBoxing.

SECTION XI. RIGHT TO REMOVE

- A) MOCBoxing reserves the right to remove a MOC from being publicly accessible on mocboxing.com at MOCBoxing's sole discretion.

SECTION XII. ENDORSEMENT

- A) MOCBoxing does not endorse any ideas, concepts, principles, or media expressed within MOC designs. MOCBoxing presents product data to the public to allow customers to understand the products that they are buying and not to promote the ideas expressed within the designs of those products.

SECTION XIII. CONTACT

- A) Parties of this document may contact MOCBoxing for any reason, at any time, at mocboxing@gmail.com. While MOCBoxing will take reasonable efforts to reply and do so within a reasonable time frame, defined at MOCBoxing's sole discretion, MOCBoxing makes no promise of a reply or action taken as a result of contact.

SECTION XIV. LIABILITY

- A) MOCBoxing absolves itself of all liability, to the full extent applicable by law, for all consequences arising from the uploading of MOCs to mocboxing.com and the displaying of MOCs on mocboxing.com. By agreeing to this contract, designers acknowledge that they are liable for any consequences that arise from a MOC that they have uploaded to mocboxing.com.

SECTION XV. MALICE

- A) If MOCBoxing suspects that a MOC is uploaded to mocboxing.com with malicious intent (e.g. repeated uploading within a short timeframe), MOCBoxing may, at its sole discretion, refuse to respond to or send information to the designer, refuse to present the submitted MOC to mocboxing.com, or refuse to accept the data intended to be uploaded. MOCBoxing may also revoke the designer's future use of MOCBoxing's services.

SECTION XVI. AGREEMENT

- A) The use of mocboxing.com or the uploading of any data to mocboxing.com signifies a designer's consent to the terms and conditions outlined in this document.

SECTION XVII. APPLICATIONS OF LAW

- A) This document and the aforementioned parties are subject to the the conditions of this document, superseded by the laws of the state of Florida, which are superseded by the laws of the United States of America. In the event of conflict between laws of a region to which a party of this document is subject and the aforementioned laws, the former laws will take precedence. In the event that the legal conflict cannot be resolved, MOCBoxing may refuse service to a designer or customer or revoke a designer's or customer's permissions that were previously designated or granted.

SECTION XVIII. AMENDMENT

- A) MOCBoxing reserves the right to alter this agreement between itself and designers, within reason that is determined by MOCBoxing's sole descretion, at any time. At the time that the alterations are made accessible to the public, all aforementioned parties become subject to the terms and conditions of the new document, superseding the terms and conditions of previous agreements between these parties.

This document is effective as of January 24, 2024.