

Art-Marco & Art-Club.Net General Terms and Conditions V2.0

Last updated: 23/04/2026

Welcome to Art-Marco (“the Site,” “the Club,” “we,” “us,” “our”). These Terms and Conditions (“Terms”) govern your access to and use of our websites, services, member areas, critique features, submissions, and related content. A separate set of Terms and Conditions are applicable for Artists using the two galleries (ArtyArts and The Eyecon Gallery) these are available to view in the artists services section of the gallery. <https://www.artyarts.com/general-9>

By using the Site or applying for or participating in membership, you agree to these Terms. If you do not agree, do not use the Site.

1. Who we are

Art-Marco is an online artist community that offers, through its various web sites Art-Club.net, Artyarts, The Eyecon Gallery and Art-Marco sales of artistic products membership applications, artist profiles, peer discussion, critique services, and related community features.

Our Web Sites

<https://www.art-marco.co.uk/>

<https://www.art-marco.com>

<https://www.artyarts.com>

<https://www.eyecongallery.com>

<https://invest-in-art.com>

<https://art-club.net>

Operator/Founder:

Mark East

The Studio Carlton Hayes, Whitbourne. WR65RN

UK

Email: mark@art-marco.co.uk

2. Eligibility

To use the Site, you must:

- be at least 16 years old, or have permission from a parent or legal guardian if permitted by local law,**
- provide accurate information when applying or registering,**
- comply with these Terms and all applicable laws.**

We may refuse or revoke access where membership or use is not appropriate, safe, or consistent with our objectives & policies published on the various web sites detailed above.

3. Membership and applications

Membership may be open, limited, or application-based.

When applying, you may be asked to provide:

- **your name and contact details,**
- **information about your artistic practice,**
- **sample artwork,**
- **reasons for joining.**

We reserve the right to approve, reject, suspend, or revoke membership at our discretion, including where:

- **applications are incomplete or misleading,**
- **behaviour is abusive, disruptive, unlawful, or harmful,**
- **submitted content breaches these Terms,**
- **the Club's moderation or community standards require action.**

Where possible, we may provide a reason, but we are not required to do so.

4. Accounts

If you create an account, you are responsible for:

- **keeping login details confidential,**
- **all activity under your account,**
- **promptly notifying us of unauthorised use or security concerns.**

You must not:

- **impersonate another person,**
- **share accounts without permission,**
- **attempt to gain unauthorised access to the Site or other users'**

accounts.

We may suspend or disable accounts to protect the Site, members, or the public.

5. Community purpose

Our sites are intended to support artistic development, sales, discussion, critique, and community participation. Features may include peer review groups, artist discussions, formal critique services, editorial content, or member resources.

We do not guarantee:

- **artistic success,**
- **publication, promotion, commissions, sales, grants, or representation,**
- **specific critique outcomes,**
- **uninterrupted access to the Site.**

All critiques, commentary, and educational content are provided for general informational and community purposes only.

6. User content

“User Content” includes anything you upload, submit, post, message, display, email, or otherwise share through the Site, including:

- **artwork,**
- **images,**
- **videos,**
- **text,**
- **comments,**
- **critiques,**
- **profile information,**
- **portfolio materials.**

You retain ownership of your User Content, subject to the rights you grant below.

You are solely responsible for your User Content and the consequences of posting or sharing it.

7. License you grant to us

By uploading or submitting User Content, you grant us a non-exclusive, worldwide, royalty-free, revocable license to:

- **host, store, copy, format, and display the content,**
- **make it available within the Site with permission from you and member areas,**
- **enable critiques, moderation, community interaction, and technical administration,**
- **create backups and archives reasonably required for operation and security,**
- **use limited excerpts, thumbnails, or screenshots for internal moderation, support, or site administration.**

If you separately agree to promotional use, editorial publication, or public showcase features, those uses may be governed by additional terms or permissions.

This license ends when your content is deleted from active systems, except where:

- **retention is reasonably required for backups,**
- **content was shared in ongoing discussions,**
- **retention is required by law,**
- **retention is necessary for dispute resolution, enforcement, fraud prevention, or safety.**

8. Your promises about submitted content

You represent and warrant that:

- **you own the content you submit, or have all necessary rights and permissions,**
- **your content does not infringe copyright, trademark, privacy, publicity, or other rights,**
- **your content is not unlawful, defamatory, abusive, threatening, fraudulent, or misleading,**
- **your content does not contain malware, spyware, or harmful code.**

You agree that you will be responsible for any claim arising from content you submit.

9. Critiques, comments, and community conduct

Members are expected to interact respectfully and constructively.

You must not:

- **harass, bully, threaten, stalk, or intimidate others,**
- **post hate speech, discriminatory abuse, or targeted insults,**
- **post sexually explicit, exploitative, or unlawful content,**
- **post content encouraging self-harm, violence, or criminal acts,**
- **dox, expose, or misuse another member's personal information,**
- **spam, solicit, advertise excessively, or scrape the Site,**
- **copy or redistribute another member's content without permission,**
- **use the Site to train AI systems on member content without explicit permission from the rights-holder and the Site where applicable.**

We may moderate, remove, restrict, or report content or behavior that violates these Terms or harms the community.

10. Member-to-member content and confidentiality

Critiques and member discussions may include sensitive creative feedback. Members should treat shared work and critique conversations respectfully.

Unless clearly marked as public, content shared within member areas is intended only for members with access to that area. You agree not to:

- **reproduce or redistribute private member content outside the Site without permission,**
- **claim someone else's work as your own,**
- **use private member submissions for commercial exploitation without consent.**

We cannot guarantee that all members will comply, but we reserve the right to act on reported misuse.

11. Copyright complaints

If you believe content on the Site infringes your copyright or other rights, contact us at admin@art-club.net with:

- **your contact information,**
- **identification of the work claimed to be infringed,**
- **identification of the allegedly infringing material,**
- **a good-faith statement of your belief,**
- **a statement that your complaint is accurate and that you are authorized to act.**

We may remove or disable access to challenged material while we review complaints.

12. Paid services, fees, and refunds

If the Site offers paid memberships, submissions, workshops, or critique services:

- **prices will be shown clearly before purchase,**
- **payment terms will be stated at checkout,**
- **recurring billing, if any, must be clearly disclosed,**
- **taxes may apply where required.**

Refund policy:

Published separately

We may change pricing prospectively with notice where appropriate.

13. Free trials or introductory memberships

If we offer a free first year, free trial, or promotional membership:

- **the offer may be limited in duration or eligibility,**
- **we may change or withdraw the offer at any time for future users,**
- **additional rules may apply and will be stated at the time of the offer.**

14. Privacy and data protection

Your use of the Site is also governed by our Privacy Policy, which explains how we collect, use, retain, and delete personal data, and how cookies work.

15. Availability of the service

We may update, suspend, discontinue, or change any part of the Site at any time, including:

- **features,**
- **member areas,**
- **critique formats,**
- **editorial sections,**
- **application processes.**

We do not guarantee continuous uptime, compatibility, or error-free operation.

16. Third-party tools and links

The Site may contain links to third-party websites, services, embedded tools, payment processors, or platforms. We are not responsible for third-party content, terms, privacy practices, or performance.

Your use of third-party services is governed by their own terms.

17. Intellectual property in the site

Except for User Content, all Site materials, including site design, branding, logos, text, graphics, software, databases, and original editorial materials, are owned by us or our licensors and protected by intellectual property laws.

You may not copy, reproduce, republish, distribute, modify, reverse engineer, or exploit Site materials except as allowed by law or with our written permission.

18. Prohibited use

You agree not to:

- **violate any law or regulation,**
- **interfere with site security or functionality,**
- **use bots, scrapers, or automated systems without permission,**
- **harvest data or member information,**
- **upload malicious code,**
- **attempt to bypass access restrictions,**
- **use the Site for unauthorised commercial promotion,**
- **misrepresent affiliation with the Club.**

19. Termination and suspension

We may suspend, restrict, or terminate your access immediately if:

- **you breach these Terms,**
- **your conduct risks harm to users, the Site, or third parties,**
- **required by law,**
- **necessary for security, fraud prevention, or moderation.**

You may stop using the Site at any time. You may also request account closure by contacting us.

Termination does not affect:

- **rights already granted,**
- **outstanding payment obligations,**
- **accrued liabilities,**
- **provisions that reasonably survive termination.**

20. Disclaimers

The Site and its services are provided “as is” and “as available.”

To the fullest extent permitted by law, we disclaim warranties of any kind, including implied warranties of:

- **merchantability,**
- **fitness for a particular purpose,**
- **non-infringement,**
- **uninterrupted availability,**
- **accuracy or reliability of community-generated content.**

Critiques and commentary reflect subjective artistic opinion and should not be treated as professional legal, financial, therapeutic, or business advice.

21. Limitation of liability

To the fullest extent permitted by law, we are not liable for:

- **indirect, incidental, special, consequential, or punitive damages,**
- **loss of profits, revenue, data, goodwill, opportunity, or reputation,**
- **loss arising from user content, member conduct, unauthorised access, or site outages.**

Our total liability arising from your use of the Site will not exceed:

- **the amount you paid us in the 12 months before the claim arose, or**
- **£50 if no payment was made, except where liability cannot be limited by law.**

22. Indemnity

You agree to indemnify and hold harmless Art-Club.net, its operators, moderators, affiliates, and service providers from claims, liabilities, damages, losses, and expenses arising from:

- **your breach of these Terms,**
- **your content,**
- **your misuse of the Site,**
- **your infringement of another person's rights.**

23. Governing law and disputes

These Terms are governed by the laws of [England and Wales / insert jurisdiction], without regard to conflict-of-law rules.

Any disputes arising from these Terms or your use of the Site will be subject to the exclusive jurisdiction of the courts of [insert location], unless consumer law requires otherwise.

24. Changes to these Terms

We may update these Terms from time to time. We will post the updated version on the Site and change the "Last updated" date.

Where changes are material, we may take reasonable steps to notify users. Continued use of the Site after updated Terms take effect means you accept them.

25. Contact

For questions about these Terms, contact:

Art-Club.net

Email: admin@art-club.net