

Art-Marco Terms and Conditions V4.0

Last updated: 25/03/2026

Welcome to Art-Marco (“the Site”, “we”, “us”, “our”). These Terms and Conditions (“Terms”) govern your access to and use of our websites, services, member areas, critique features, submissions, community features, and the purchase of artwork and other artistic products.

By using the Site, applying for or participating in membership, or purchasing artwork or other products, you agree to these Terms.

If you do not agree, do not use the Site or make any purchases.

### 1. Who we are

Art-Marco is an online artist community and art sales platform that operates multiple websites and offers:

- Sales of artistic products (including original artwork, prints, and related items)
- Membership applications and artist profiles
- Peer discussion, critique services, and community features
- Editorial content and member resources

Our websites:

- <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

United Kingdom

Email: [mark@art-marco.co.uk](mailto:mark@art-marco.co.uk)

### 2. Eligibility

To use the Site, become a member, or purchase artwork, you must:

- Be at least 16 years old, or have permission from a parent or legal guardian where required by local law
- Provide accurate and complete information when registering, applying, or checking out
- Comply with these Terms and all applicable laws

We may refuse or revoke access, membership, or the ability to purchase where use is not appropriate, safe, or consistent with our objectives and policies published across our websites.

### 3. Membership and applications (optional)

Membership may be open, limited, or application-based. Membership is not required to purchase artwork unless explicitly stated for a specific product or programme.

When applying for membership, 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
- Our moderation or community standards require action

Where possible, we may provide a reason, but we are not required to do so.  
Purchasers who are not members are still bound by the sale-related sections of these Terms.

#### 4. Accounts

- If you create an account, you are responsible for:
- Keeping your 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, users, members, or the public.

#### 5. Purpose of the Site

- Our sites are intended to support:
- Artistic development
- Sale and purchase of artwork and artistic products
- Discussion, critique, and community participation

Features may include peer review groups, artist discussions, formal critique services, editorial content, member resources, and online art sales.

We do not guarantee:

- Artistic success
- Publication, promotion, commissions, sales, grants, or representation
- Specific critique outcomes
- The availability of any particular artwork
- 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 and member areas with your permission
- 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 and users 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 person'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 [mark@art-marco.com](mailto:mark@art-marco.com) 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 authorised to act

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

## 12. Artwork sales, purchases, and fees

These provisions apply to any person or entity purchasing artwork or artistic products from Art-Marco or its affiliated sites (“Buyer”), whether or not they are a member.

### 12.1 What is being sold

We may offer:

- Original artwork (paintings, drawings, prints on paper, mixed media, etc.)
- Limited or open edition prints (e.g., Giclée)
- Digital downloads or reproduction licenses (where explicitly stated)
- Related artistic products (e.g., prints, merchandise, materials)

Each product listing should describe:

- The type of work (original, print, digital, etc.)
- Dimensions, medium, and any limitations (e.g., edition size)
- Whether the work is signed, numbered, or comes with a certificate of authenticity
- Price, currency, and any additional costs (e.g., shipping, insurance, taxes)

### 12.2 Agreement to purchase

By completing a purchase, you agree to:

- Pay the stated price and any applicable taxes, shipping, and insurance costs
- Provide accurate shipping and contact details
- Comply with these Terms and any additional sale-specific terms presented at checkout

Ownership and risk of loss for the artwork pass to the Buyer as described in section 12.5.

### 12.3 Pricing and payment

- 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 by law
- We may change pricing prospectively with notice where appropriate

We reserve the right to refuse or cancel any order for any reason, including:

- Pricing errors
- Suspected fraud
- Unavailability of the artwork
- Breach of these Terms

### 12.4 Refunds and returns

Refund policy for artwork and artistic products is published separately and forms part of these Terms by reference.

If no separate refund policy is published, the following defaults apply:

- Original artwork: No returns or refunds unless the work is significantly not as described, damaged in transit, or defective, unless consumer law provides otherwise.
- Prints and reproductions: Returns accepted only if the item is defective, damaged, or significantly not as described, unless consumer law provides otherwise.
- Digital downloads: Generally non-refundable once downloaded or accessed, unless defective.

Where a return is accepted:

- The Buyer must notify us within the period specified in the refund policy (if any)
- The artwork must be returned in its original condition, packaging, and with all accompanying documentation (e.g., certificate of authenticity)
- Shipping costs for returns are borne by the Buyer unless the return is due to our error
- Refunds (where applicable) will be issued to the original payment method within a reasonable time after inspection and approval.

#### 12.5 Ownership, risk, and delivery

- Ownership of the artwork passes to the Buyer when payment is cleared and the artwork is handed to the carrier or delivered, as specified in the order confirmation.
- Risk of loss or damage passes to the Buyer at the same point, unless otherwise stated.
- Delivery times are estimates only and not guaranteed.
- The Buyer is responsible for providing a correct shipping address; we are not responsible for delays or losses due to incorrect address information.

For high-value works, additional terms may apply regarding insurance, secure delivery, and proof of delivery.

#### 12.6 Authenticity and certificates

Where an artwork is accompanied by a certificate of authenticity, it will be provided as described in the product listing.

- We warrant that original artwork sold directly by us is as described and, where stated, created by the named artist.
- For works by other artists sold via consignment or third-party arrangements, we will indicate this clearly and provide any available authenticity documentation.

#### 12.7 Resale, licensing, and moral rights

Unless explicitly stated otherwise in a separate agreement:

- The Buyer acquires physical ownership of the artwork, not copyright.
- Copyright and moral rights remain with the artist or rights-holder.
- The Buyer may resell, gift, or bequeath the physical artwork but may not:
- Reproduce, print, or digitally copy the work for commercial use
- Create derivative works
- Use the work in advertising, merchandise, or commercial contexts without explicit written permission from the rights-holder.

#### 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

These provisions do not affect the sale of artwork, which is governed by section 12 and any separate sale terms.

#### 14. Privacy and data protection

Your use of the Site and any purchase 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
- Artwork listings and sales functionality

We do not guarantee continuous uptime, compatibility, error-free operation, or the continued availability of any particular artwork.

#### 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 user/member information
- Upload malicious code
- Attempt to bypass access restrictions
- Use the Site for unauthorised commercial promotion
- Misrepresent affiliation with Art-Marco
- Attempt to resell, distribute, or commercially exploit artwork in breach of section 12.7

#### 19. Termination and suspension

We may suspend, restrict, or terminate your access, membership, or ability to purchase 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 (including ownership, intellectual property, disclaimers, liability limits, and dispute resolution)

#### 20. Disclaimers

The Site and its services (including artwork sales, critiques, and community features) 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 or product descriptions

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

Any descriptions of artwork (including medium, dimensions, condition, and authenticity) are given in good faith but are not guaranteed beyond what is expressly stated in these Terms and any separate sale terms.

#### 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, site outages, or the purchase, resale, or use of artwork

Our total liability arising from your use of the Site or any purchase of artwork will not exceed:

- The amount you paid us in the 12 months before the claim arose, or
- A specified fallback amount (to be inserted) if no payment was made
- except where liability cannot be limited by law (for example, under certain consumer protection laws).

#### 22. Indemnity

You agree to indemnify and hold harmless Art-Marco, 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
- Your resale, reproduction, or commercial use of artwork in breach of these Terms

#### 23. Governing law and disputes

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

Any disputes arising from these Terms, your use of the Site, or the purchase or sale of artwork will be subject to the exclusive jurisdiction of the courts of England and Wales, unless mandatory 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 or any further purchase of artwork after updated Terms take effect means you accept them.

#### 25. Contact

For questions about these Terms, membership, or artwork purchases, contact:

Art-Marco

Mark East

The Studio Carlton Hayes, Whitbourne, WR65RN

United Kingdom

Email: [mark@art-marco.co.uk](mailto:mark@art-marco.co.uk)