



## TERMS OF SERVICE & PRIVACY DISCLOSURE

**Last Updated:** January 2026

**Entity:** Janmark The Blue Dragon Studio / Jan Dergy Melody Recordings

### 1. Introduction

Welcome to **janmarkthebluedragon.studio**. This document serves as a binding agreement between **Janmark Prieto Abo** ("The Artist/Provider") and the user ("The Client") regarding the use of the Client Portal and the provision of creative services (Digital Art, Graphic Design, and Music Production).

### 2. Privacy & Data Disclosure (The "Client Portal")

We value your privacy. As you use our Client Portal for tracking commissions, please be aware of the following:

- **Data Collection:** We collect your name, email address, and project details to facilitate your commission.
- **Technology:** This website uses **Google Firebase** for backend services and authentication. By creating an account, you acknowledge that your data is securely stored via Firebase's infrastructure.
- **Usage:** Your personal contact information is strictly for communication regarding your project. It will never be sold to third parties.

### 3. Commission & Service Terms

- **Scope of Work:** The Artist agrees to produce digital assets (Art, Music, or Design) as specified in the agreed-upon invoice or quote.
- **Tools Used:** The Artist utilizes professional software including, but not limited to, **FL Studio, Bandlab, Ibis Paint X, and Canva** to create high-quality deliverables.
- **Revisions:** The Client is entitled for up to 3 minor revisions during the sketch/draft phase. Major changes after final rendering will incur an additional fee.

### 4. Payment & Refund Policy

- **Payment Schedule:** A **50% non-refundable deposit** is required to secure a slot in the work queue. The remaining 50% is due upon approval of the final watermarked draft.
- **Payment Methods:** Payments are accepted via [Insert Methods, e.g., GCash, Bank Transfer]. *Note: Due to international restrictions, PayPal invoices must be explicitly requested and verified beforehand.*
- **Refunds:** If the Artist cancels the project, a full refund will be issued. If the Client cancels after work has commenced, the deposit is forfeited to cover labor time.

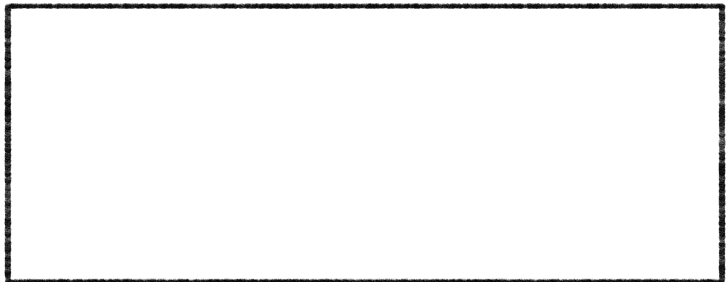
## 5. Intellectual Property (IP) Rights

- **Artist Rights:** Janmark The Blue Dragon Studio retains the right to display the commissioned work in portfolios, social media, and galleries for promotional purposes unless an NDA (Non-Disclosure Agreement) is signed.
- **Client Rights:** Upon full payment, the Client is granted **[Choose one: Personal Use / Commercial Use]** rights to the artwork/music.
  - *Personal Use:* You may not resell the file or use it for merchandise.
  - *Commercial Use:* You have full rights to profit from the asset.

## 6. Limitation of Liability

The Artist is not liable for any damages arising from the use of the final digital files once delivered. It is the Client's responsibility to store backups of their purchased files.

Respectfully your's



**Janmark Prieto Abo**

Janmark The Blue Dragon / Jan Dergy Founder