

Mi Linda Creations

Terms of Service

Commission Agreement · Version 2.1



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Primary contact: mel@milindacreations.art

PLEASE READ BEFORE COMMISSIONING

Submitting a commission request does not guarantee acceptance. Once a request is accepted, these Terms and the written quote/proposal define the project unless Mi Linda Creations and the Client agree to a change in writing.

Quick Summary

This summary is for convenience. The full Terms below control if there is a conflict.

PAYMENT	Payment is normally 100% upfront. Approved payment plans require at least 50% before work begins; final files are not released until paid in full.
INVOICES	Invoices are due within 48 hours unless a different due date is agreed in writing.
REVISIONS	Two free minor revisions are included. Additional minor revisions are \$15 each; major or scope-changing revisions are quoted separately.
TURNAROUND	Turnaround varies. If six months pass and less than about half the work is complete for Artist-side reasons, the Client may request a partial refund under Section 6/12.
PRIVATE WORK	Reasonable temporary embargoes may be arranged. Permanently private/no-display commissions carry a 25% privacy fee.
NSFW	Adult/NSFW commissions may be offered for an additional fee, are 18+ only, and require age verification.
USAGE	Personal use is the default. Merchandise use carries a +200% license fee; other commercial use may require a separate fee or license.
AI / ML / NFT	Use of commissioned work with generative AI, machine-learning training/datasets, NFTs, blockchain projects, or similar systems is prohibited.

Sections at a Glance

Use this page as a quick map. Section headings in the full Terms are numbered to match.

1. Commission Requests, Scope & Client Materials	2. Commission Categories & Reference Sheets
3. Content Restrictions & Adult/NSFW Work	4. Quotes, Pricing & Changes in Scope
5. Payment, Invoices & Payment Plans	6. Timeline, Queue, Communication & Extended Delays
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9. Client Personal-Use Rights	10. Commercial Use
11. AI, Machine Learning, NFT & Blockchain Restrictions	12. Cancellations, Refunds & Chargebacks
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Key Terms

Artist	Mi Linda Creations.
Client	The person requesting or purchasing the commission.
Written / in writing	Email, commission-form text, direct message, invoice/quote text, or another electronic record that can be saved and reviewed.
Minor revision	A limited adjustment that does not substantially change the approved concept or scope.
Commercial use	Use intended to generate, support, advertise, or facilitate revenue or business activity.

Questions before commissioning? mel@milindacreations.art

Mi Linda Creations Terms of Service

These Terms of Service (the “Terms”) form the agreement between Mi Linda Creations (the “Artist”) and the person commissioning artwork (the “Client”). By submitting a commission request, accepting a quote, paying an invoice, checking an agreement box on a commission form, or otherwise authorizing work to begin, the Client confirms that they have read and agree to these Terms.

The written quote, invoice, commission listing, or other project-specific agreement may add to these Terms. If a project-specific written term directly conflicts with these Terms, the project-specific term controls for that project.

1. Commission Requests, Scope & Client Materials

Commission requests are reviewed before acceptance. Submitting a request does not guarantee a commission slot. The Artist may decline a request for content, schedule, scope, complexity, communication, safety, availability, or other business reasons.

The Client must provide clear and complete requirements before work begins, including usable character references, requested pose/expression, outfit information, props, background needs, deadlines, intended usage, and any other details that are important to the result.

The Client confirms that they own, created, licensed, or otherwise have permission to use all character designs, reference images, logos, photographs, and other materials they provide. The Client is responsible for obtaining any third-party permissions required for the project.

Unclear or incomplete references may require additional design or reconstruction work. If important markings, colors, anatomy, props, clothing, or other required details are not shown, the Artist may request clarification or quote an additional fee before proceeding.

For reliable color matching, clients should provide clear, unshaded color references whenever possible.

2. Commission Categories & Reference Sheets

The commission category, crop, character count, rendering stage, deliverables, usage rights, and add-ons will be confirmed in the Artist’s written quote or proposal before work begins.

Standard Reference Sheets

Unless otherwise stated in the quote, a standard reference sheet includes:

- front view
- back view
- character name
- basic character information
- color palette

Additional views, outfits, expressions, icons/badges, prop or accessory callouts, redesign work, detailed markings, and other custom elements are additional and will be quoted beforehand.

3. Content Restrictions & Adult/NSFW Work

The Artist will not knowingly create unlawful or unauthorized content and may refuse any request that they consider inappropriate, unsafe, exploitative, or outside their services.

Will Not Draw

- sexual content involving minors
- sexual content involving feral/non-human animals that cannot consent
- gore
- scat

Adult / NSFW Commissions

Adult/NSFW commissions may be offered for an additional fee. They are available only to Clients age 18 or older and require age verification before acceptance. The Artist may decline any adult request or set additional content boundaries at their discretion.

Age verification may require a government-issued ID or another reasonable method selected by the Artist. The Client may be asked to obscure information not needed to confirm age. The Artist will avoid retaining age-verification materials longer than reasonably necessary for verification.

Other Work That May Require a Separate Quote

- complex character designs or markings
- backgrounds, scenes, or complex props
- substantial redesign or design-development work
- commercial licensing
- rush or firm-deadline work, when accepted

4. Quotes, Pricing & Changes in Scope

Listed prices are starting prices unless expressly stated otherwise. Final pricing may change based on complexity, character count, markings, wardrobe detail, props, background, rendering stage, commercial usage, redesign work, deadline, privacy requirements, or other project needs.

The Artist will provide a quote or proposal defining the scope, price, deliverables, and relevant add-ons. Work outside the agreed scope may require a new quote or additional invoice.

Promotional and loyalty discounts do not stack unless the Artist expressly says otherwise.

5. Payment, Invoices & Payment Plans

Payment is normally required in full upfront to secure the commission spot and before work begins, unless the Artist has approved a payment plan in writing.

The Client should not send money before receiving an invoice, payment request, or other payment instructions from the Artist. Prices are quoted in USD unless otherwise stated. Accepted payment methods are those shown on the invoice or payment request.

Invoices must be paid within 48 hours unless a different due date is stated on the invoice or agreed in writing. If an invoice is not paid by the applicable due date, the Artist may release the commission slot, cancel the request, or require a new quote before rescheduling.

Payment Plans

Payment plans may be offered for qualifying commissions at the Artist's discretion. Unless otherwise agreed in writing, at least 50% of the total commission price must be paid before work begins.

The remaining balance may be divided into one or more written milestones. The Artist may pause work at an approval or payment milestone until the next scheduled payment is received. Work completed before each payment will not necessarily equal the exact percentage paid because different art stages require different amounts of labor.

Final unwatermarked and/or full-resolution deliverables will not be released until the commission has been paid in full. If the Client fails to make an agreed installment, the Artist may pause or cancel the project. Amounts already paid may be applied to completed work, reserved time, and other non-recoverable project costs, subject to Section 12.

6. Timeline, Queue, Communication & Extended Delays

Turnaround varies with commission type, complexity, workload, personal/family circumstances, client response time, and unforeseen events. Any stated completion date is an estimate unless the Artist expressly agrees to a firm deadline in writing.

The Artist will communicate material delays or changes to the estimated timeline when reasonably possible. The Client agrees to respond to approval requests, questions, and reference requests within a reasonable time. Client delays, missing information, approved holds, and payment-plan pauses extend the project schedule and are not counted as Artist-caused delay.

Progress updates may be provided through email, direct message, a queue/status page, or another communication method chosen by the Artist. Final digital deliverables may be provided through email, cloud/file-transfer links, direct message, or another suitable digital delivery method.

Six-Month Extended Delay Option

If six months have passed after the commission was accepted and the initial required payment was received, less than approximately half of the agreed work has been completed, and the delay is primarily attributable to the Artist rather than the Client, the Client may request cancellation and a partial refund for the unfinished portion of the commission.

If a refund is issued under this extended-delay option, no usage rights are granted in the refunded or incomplete commission. The Client must stop using the artwork and work-in-progress materials and delete any copies previously provided. The Artist retains all rights in the incomplete/refunded work. The amount of the partial refund will reflect work already performed and any non-recoverable fees or costs.

7. Revisions & Approvals

Two free minor revisions are included with a standard commission unless the listing or quote states otherwise. Additional minor revisions are \$15 each.

A minor revision is a limited adjustment that does not substantially change the approved concept, pose, character design, composition, crop, outfit, or overall scope. Major revisions, redraws, redesigns, or changes requested after approval of an earlier stage may require an additional quote.

The Artist may pause work while waiting for approval or clarification. Revisions and delayed approvals may extend the project timeline.

Errors made by the Artist that conflict with the agreed references or written scope will be corrected without using a paid revision, provided the Client identifies the issue before final approval.

8. Copyright, Portfolio Display & Private Commissions

Artist Copyright

Unless otherwise agreed in writing, the Artist retains copyright, authorship, and intellectual-property rights in the commissioned artwork.

Portfolio & Promotional Display

Unless a privacy arrangement is agreed before work begins, the Artist may display the finished work and work-in-progress images in portfolios, websites, social media, advertising, commission examples, and broadcasts such as Twitch.

Temporary Embargoes

A reasonable temporary embargo may be requested before work begins, such as waiting to post a gift, surprise, launch, or character reveal until a specified date or event. The Artist may approve a reasonable embargo without a privacy fee when the terms are agreed in writing.

Permanently Private / No-Display Commissions

A commission that the Client requires the Artist to keep permanently private and never display publicly carries a 25% privacy fee unless the Artist agrees otherwise in writing. The privacy request must be disclosed before the quote is finalized. Confidentiality of reference materials, identity, or other project information beyond normal artwork-display restrictions must also be agreed in writing.

9. Client Personal-Use Rights

Unless commercial rights are included or licensed separately, the Client receives personal-use rights to the final delivered artwork after the commission is paid in full.

Personal use may include profile images, banners, social-media posts, personal websites, personal prints, wallpapers, and similar non-commercial display.

The Client may not claim authorship of the artwork. When the work is publicly displayed, reasonable credit to Mi Linda Creations should be provided where practical.

The Client may not substantially edit, recolor, trace, heavily reference, remove signatures/watermarks from a watermarked copy, or otherwise alter the artwork without the Artist's permission, except for ordinary platform cropping/resizing needed to display the work.

The Client is responsible for retaining their delivered files after completion. The Artist may keep archival copies but does not guarantee indefinite file storage.

10. Commercial Use

Commercial usage is not included unless the commission listing, written quote, or separate license expressly includes it.

Commercial use includes monetized streaming/channel assets, monetized promotional use, business branding, advertising, merchandise, products for sale, resale, licensing to another party, or other uses intended to generate or support revenue.

Merchandise use: when the commissioned artwork will be printed, reproduced, distributed, or sold on merchandise/products, the merchandise license adds 200% of the artwork commission subtotal (making the artwork portion 3× its personal-use price) unless otherwise agreed in writing. The written quote will define the approved merchandise/products, scope, and any limits. Other commercial use may require an additional fee or separate license. The Client must disclose intended commercial use before the quote is finalized whenever possible. The Client may not expand the licensed use beyond the agreed scope without written permission.

11. AI, Machine Learning, NFT & Blockchain Restrictions

The Client may not upload, submit, license, sell, provide, or otherwise use the commissioned artwork, work-in-progress images, or Artist-created assets with generative-AI systems, AI image filters/generators, machine-learning datasets, model training, fine-tuning, dataset creation, NFT projects, blockchain projects, or substantially similar technologies or services.

This restriction applies whether the use is commercial or non-commercial, unless the Artist gives specific written permission for a particular use.

12. Cancellations, Refunds & Chargebacks

If the Client requests cancellation before work begins, the Artist may provide a partial or full refund depending on fees already incurred, reserved time, payment-processing limitations, and the circumstances of the cancellation.

After work begins, refunds are generally not available unless the Artist cancels the project, cannot complete the project, the six-month extended-delay option in Section 6 applies, or another refund condition has been agreed in writing.

If the Artist cancels or cannot complete the project for Artist-side reasons, the Artist may issue a full or partial refund based on the amount of work completed and whether the Client will retain any rights to or use of completed work. If the refund requires the Client to give up the work, the Client must cease use and delete delivered copies.

The Client agrees to contact the Artist first to resolve payment or delivery disputes. An unauthorized or fraudulent chargeback may result in project cancellation, revocation of usage permission for unpaid work, refusal of future service, and other remedies available to the Artist.

13. Confidentiality, Personal Information & Age Verification

The Artist and Client will use reasonable care with non-public personal, payment, business, or technical information shared solely for the commission. Neither party should disclose confidential information to unrelated third parties without permission, except when reasonably necessary to process payment, verify age, deliver files, comply with law, or resolve a dispute.

The Artist's normal portfolio/display rights in Section 8 apply to the artwork itself unless a private or confidential commission arrangement is agreed in writing before work begins.

When age verification is required for adult/NSFW work, the Artist will request only information reasonably necessary to confirm eligibility and will avoid retaining verification materials longer than reasonably necessary. Clients should not send identification unless requested by the Artist.

14. Client Responsibility & Third-Party Claims

The Client is responsible for the accuracy and legality of materials they provide and for how they use the finished artwork. The Client agrees not to use the artwork in a way that violates the rights of the Artist or third parties.

To the extent permitted by applicable law, the Client is responsible for claims, losses, or expenses caused by the Client's unauthorized materials, breach of these Terms, or unlawful use of the artwork.

15. Electronic Acceptance, Governing Law & General Terms

Age & Authority

The Client must be 18 or older and legally able to enter an agreement, or a parent/legal guardian must handle the commission and payment on the Client's behalf. Adult/NSFW commissions are strictly 18+ and cannot be commissioned through a guardian on behalf of a minor.

Electronic Agreement

The parties may conduct the commission electronically. A commission-form submission, checkbox acceptance, written electronic approval, invoice payment, or other electronic action showing agreement may be used as evidence that the Client accepted these Terms and the project-specific quote.

Governing Law

These Terms and the commission agreement are governed by the laws of the State of South Carolina, without regard to conflict-of-law principles, except where applicable law requires otherwise. Any legal action concerning the agreement must be brought in a court of competent jurisdiction as permitted by applicable law.

Updates, Severability & Written Changes

The version of these Terms presented or linked when the commission is accepted applies to that project unless the Artist and Client agree in writing to a later amendment.

If any provision is found invalid or unenforceable, the remaining provisions will continue to apply to the extent permitted by law. A failure to enforce a provision on one occasion does not automatically waive that provision in the future.

Changes to a specific commission, including scope, deadline, privacy, licensing, payment plan, or refund arrangement, should be confirmed in writing.

16. Questions & Contact

Questions about these Terms, commission scope, usage rights, licensing, privacy, or a specific project should be sent to: mel@milindacreations.art

Appendix A. Designs / Adoptables

This appendix applies when a Client purchases, receives, or otherwise acquires a character design/adoptable created by Mi Linda Creations. Any listing-specific rules disclosed at the time of sale also apply.

- Do not remove or obscure the Artist's watermark/signature from a watermarked presentation copy.
- Do not claim that you created the original design. Credit Mi Linda Creations as the original designer where practical.
- Small edits to colors, species presentation, gender presentation, accessories, or similar details are allowed unless the listing states otherwise.
- Heavy redesign or modification should be discussed with the Artist before publication or resale.
- Do not knowingly sell, gift, or trade a design to a person the Artist has formally blacklisted when that restriction was disclosed at the time of purchase.

Unless a listing or written agreement says otherwise, purchasing an adoptable/design transfers the right to use and modify the character design within these rules, but does not transfer copyright in the original artwork used to present the design. Separate commercial-artwork rights may be required if the original artwork itself will be used commercially.



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