Eleable

Website Terms and Conditions

Effective November 9, 2026

These terms govern use of Eleable-operated websites and online services. The separate Privacy Policy describes applicable handling of personal information. Certain professional engagements are governed by additional written agreements.

I. General

1. These Legal Terms and Conditions of Use (the "Terms") govern the access to and use of websites, digital properties, communications, content, and related online services operated or administered by Eleable ("Eleable," "we," "us," or "our").
2. Eleable is an independent creative and talent agency specializing in influencer and talent management, brand partnerships, public relations, creative services, digital media, digital design psychology, and accessibility-related services.
3. These Terms apply to the official Eleable website at https://eleable.com and any additional website or digital property that expressly incorporates these Terms.
4. By using a website governed by these Terms, visitors agree to comply with the applicable conditions of access and use. Where consent or a separate contractual agreement is legally required, website use alone shall not substitute for that requirement.
5. Specific engagements involving talent management, creative services, public relations, brand partnerships, sponsorships, licensing, or other professional services may be governed by separate written agreements.
6. If an applicable written agreement expressly conflicts with these Terms regarding the services covered by that agreement, the specific written agreement shall govern the relevant contractual relationship, subject to law.
7. Nothing in these Terms establishes a contractual relationship with an individual or entity merely because that individual or entity visits an Eleable-operated website.

II. Amendments and Effective Dates

1. Eleable may update these Terms to reflect changes in its services, website functionality, business practices, or applicable legal requirements.
2. Revised Terms shall identify an effective date and be made available through the applicable website.
3. Material changes affecting an existing contractual relationship shall not retroactively alter rights or obligations where doing so would be prohibited by applicable law or the governing agreement.
4. Continued use after changes become effective may constitute acceptance where legally permissible. Additional notice or affirmative consent shall be obtained when required by law.

III. Ownership of Website Content

1. Eleable-operated websites may contain trademarks, trade names, logos, photographs, recorded music, compositions, videos, text, artwork, graphics, digital designs, software, and other materials protected by intellectual property laws (collectively, "Content").

2. Content is owned by or licensed to Eleable, its represented talent, clients, partners, licensors, or other respective rights holders.

3. No ownership interest in the Content is transferred by accessing, viewing, linking to, or otherwise using an Eleable-operated website.

4. Except as authorized by the applicable rights holder or permitted by law, users shall not reproduce, distribute, sell, modify, commercially exploit, publicly display, or create derivative works based upon protected Content.

5. Any permission expressly granted for the use of Content is limited to the scope, duration, territory, and purposes specified in the applicable authorization.

6. All intellectual property rights not expressly granted are reserved by their lawful owners.

7. Nothing in these Terms is intended to restrict lawful fair use or other statutory exceptions to intellectual property rights.

IV. Names, Likenesses, and Publicity Rights

1. Names, professional identities, likenesses, photographs, voices, signatures, biographies, and other identifying characteristics of represented individuals may be protected by applicable publicity, privacy, trademark, copyright, or other laws.

2. The appearance of an individual's name, likeness, or creative work on an Eleable-operated website does not authorize unauthorized commercial exploitation of that identity.

3. Eleable's representation of an individual does not automatically transfer ownership of that individual's name, likeness, voice, or independently owned intellectual property to Eleable.

4. Commercial usage rights involving represented talent must be established through an appropriate agreement or other lawful authorization.

5. No website visitor receives a license to imply sponsorship, endorsement, association, or representation by Eleable or its talent.

V. Acceptable Website Use

1. Website visitors shall use Eleable-operated websites only for lawful purposes.

2. Users shall not interfere with website functionality, availability, or security.

3. Users shall not introduce viruses, malicious software, harmful scripts, or technology designed to damage or compromise systems.

4. Unauthorized attempts to access accounts, systems, databases, administrative functions, or restricted information are prohibited.

5. Users shall not impersonate Eleable, its personnel, represented talent, clients, or affiliated organizations.
6. Users shall not submit fraudulent inquiries, unlawful content, misleading representations, or materials infringing third-party rights.
7. Automated collection of nonpublic information, circumvention of security controls, and unauthorized commercial extraction of protected website materials are prohibited.
8. Eleable may restrict access or take other proportionate measures in response to suspected misuse, subject to applicable law.

VI. Website Software and Technology

1. Website software, digital infrastructure, applications, source code, and technical components may belong to Eleable or its authorized technology providers.
2. Users receive a limited, nonexclusive right to access the functionality made publicly available through the applicable website.
3. This limited permission does not authorize unauthorized copying, redistribution, circumvention of technical protections, or exploitation of proprietary systems.
4. Certain website features may depend upon independent hosting providers, embedded media platforms, analytics tools, or other third-party services.
5. Eleable may update or modify website functionality to address security, technical, or operational requirements.

VII. Privacy and Personal Information

1. Eleable maintains a separate Privacy Policy describing its handling of personal information, including applicable collection practices, processing purposes, disclosures, retention, cookies, and individual privacy rights. The Privacy Policy is available at Eleable Privacy Policy.
2. The Privacy Policy should be read together with these Terms. The Privacy Policy is a separate notice and is not reproduced in these Terms. Where privacy or data protection law requires a particular notice, legal basis, choice, or consent, these Terms do not replace or diminish that requirement.
3. If Eleable processes personal information on behalf of a client or another independent organization, the respective parties' responsibilities may also be addressed in a separate agreement or privacy notice, as applicable.
4. Questions and requests concerning privacy may be directed to legal@eleable.com.

VIII. Talent Representation and Agency Authority

1. Eleable may provide talent management, influencer representation, creator development, publicity, creative, and related agency services.
2. Representation requires appropriate authorization and is subject to the scope of applicable agreements.
3. No representation relationship arises merely through an inquiry, application, website submission, public appearance, or informal discussion.

4. Eleable's authority to negotiate, approve, or execute an agreement on behalf of represented talent shall be determined by the applicable authorization and governing law.
5. Eleable does not guarantee that representation will produce specific income, sponsorships, engagements, media coverage, audience growth, or professional opportunities.
6. Fees, commissions, expenses, exclusivity, duration, termination, and other representation conditions shall be established by the relevant written agreement.
7. Services requiring particular registrations, licenses, or other legal authorizations shall be undertaken only when the relevant requirements are satisfied.

IX. Representation of Gabrie’le Eato

1. Eleable serves as the designated creative and commercial management agency for Gabrie’le Eato in her individual capacity.
2. This relationship concerns Gabrie’le Eato personally as an artist, creator, public figure, and entrepreneur.
3. The relationship does not automatically establish representation of Gabrie’le Eato LLC.
4. Authorized management activities may include publicity, branding, creative production, media inquiries, digital presence, sponsorships, and commercial partnerships.
5. Eleable may coordinate professional opportunities and communications within the scope of its authority.
6. Eleable's management relationship does not independently transfer ownership of Gabrie’le Eato's personal identity, intellectual property, music, recordings, or other independently held rights.
7. The identity of the contracting parties, the authority to bind those parties, and the ownership of rights shall be determined by the applicable agreement.

X. Brand Partnerships, Endorsements, and Sponsorships

1. Eleable may identify, develop, coordinate, negotiate, and administer authorized commercial partnerships involving represented talent.
2. Such arrangements may include sponsorships, ambassador programs, paid collaborations, affiliate relationships, brand campaigns, promotional appearances, and licensed content.
3. The terms of each engagement may address compensation, deliverables, approvals, intellectual property rights, exclusivity, usage periods, territories, and cancellation requirements.
4. No proposed collaboration becomes binding solely because an inquiry, proposal, or preliminary discussion has occurred.
5. Eleable may coordinate commercial partnerships involving Gabrie’le Eato as its principal represented individual talent.
6. Any campaign involving endorsements or testimonials must comply with applicable advertising and consumer protection requirements.
7. Compensation, gifted products, sponsored travel, affiliate commissions, and other material connections shall be disclosed when required by applicable law.

8. Any required disclosure shall be clear, conspicuous, and sufficiently connected to the relevant endorsement. Publication of these Terms alone does not substitute for a disclosure required within promotional content.

XI. Public Relations and Media Services

1. Eleable may provide public relations, publicity, strategic communications, press outreach, and reputation management services.

2. Services may include media inquiries, interview coordination, press materials, announcements, publicity campaigns, and communication strategies.

3. Media placement, editorial coverage, publication timing, and public reception may depend upon independent third parties.

4. Unless expressly agreed, Eleable does not guarantee publication, favorable coverage, specific audience reach, or media placement.

5. Public relations services shall be subject to applicable agreements and legal requirements.

6. Information supplied for publicity purposes must not knowingly include fraudulent representations or unauthorized use of protected materials.

XII. Creative Production and Digital Services

1. Eleable may provide or coordinate brand identity development, website design, digital media, creative direction, content production, and related services.

2. Project-specific deliverables shall be governed by written proposals, statements of work, or other applicable agreements.

3. Unless otherwise agreed, website inquiries and preliminary consultations do not constitute authorization to commence billable work.

4. Fees, payment schedules, project milestones, revision allowances, cancellation terms, and delivery responsibilities shall be established in the applicable agreement.

5. Client-provided materials remain subject to their existing ownership and licensing arrangements.

6. Ownership or licensing of completed deliverables shall be determined by the applicable contract, not by website access or submission alone.

7. Third-party assets, platforms, fonts, software, plugins, or licensed materials may remain subject to independent licensing terms.

XIII. Digital Design Psychology

1. Digital design psychology constitutes a specialized component of Eleable's digital and creative services.

2. Such services may incorporate usability considerations, human-centered design, behavioral insights, audience research, accessibility principles, and user experience methods.

3. Digital design psychology is not, by itself, psychological diagnosis, clinical treatment, psychotherapy, or another regulated healthcare service.

4. Any services requiring professional licensure or other governmental authorization must be performed in accordance with applicable law.

5. No particular conversion rate, consumer response, sales result, or behavioral outcome is guaranteed unless expressly provided in an enforceable agreement.

XIV. Non-Clinical Services & Professional Scope Disclaimer

1. Eleable provides creative, digital, strategic, accessibility-related, and psychology-informed professional services. Certain services incorporate principles drawn from psychology, behavioral science, cognitive research, human-centered design, and user-experience methodologies. These applications are intended for creative, commercial, educational, and organizational purposes.

2. Eleable does not operate as a clinical psychology practice, medical provider, mental health treatment facility, or healthcare organization. Eleable does not offer psychological diagnosis, psychotherapy, psychiatric treatment, clinical psychological evaluations, individualized mental health counseling, or medical treatment through its design and agency services.

3. Use of terms such as “psychology,” “behavioral science,” or “Digital Design Psychology,” or references to psychological principles and research, does not represent that Eleable offers licensed clinical services, that a clinical professional-patient relationship exists, or that its services constitute healthcare.

4. Eleable's research, analyses, consultations, accessibility assessments, design recommendations, and other deliverables are limited to the purposes and scope set out in the relevant engagement. They do not constitute individualized psychological or medical assessments or advice and must not be relied upon as a substitute for appropriately licensed clinical care.

5. Communications with Eleable, including inquiries and consultation requests, do not create a therapist-patient, psychologist-client, physician-patient, or other clinical treatment relationship. Eleable's website and business contact channels are not designed for medical emergencies, mental health crises, or urgent clinical support.

6. Eleable may collaborate with independently licensed or regulated professionals acting within their own lawful professional scope. Any separately offered regulated service would require an express arrangement identifying the service, responsible provider, and applicable authorizations; it is not included in Eleable's ordinary digital design, creative, accessibility, or agency services.

7. Nothing in this section limits obligations, rights, or remedies that cannot lawfully be excluded under applicable law.

XV. Accessibility Review Services

1. Eleable may provide website and digital accessibility review services against specified evaluation criteria.

2. Reviews may reference applicable Web Content Accessibility Guidelines, related technical standards, and disclosed review methods.

3. A review may be limited to specified pages, technologies, components, workflows, or evaluation dates.

4. Accessibility findings may be affected by later changes to website content, software, third-party tools, or implementation.

5. A technical accessibility review is not, standing alone, a legal opinion or determination of compliance with the Americans with Disabilities Act or other laws.
6. Review reports, scope descriptions, recommendations, and other deliverables shall be governed by the applicable service agreement.

XVI. ADA/WCAG Reviewed Inclusion Seal

1. Eleable administers a proprietary recognition program known as the ADA/WCAG Reviewed Inclusion Seal.
2. Use of the Seal is subject to Eleable's applicable written review and authorization requirements.
3. Recognition is limited to the digital property, evaluation scope, review date, and conditions identified in the corresponding documentation.
4. The Seal does not constitute governmental certification, legal approval, endorsement by W3C, or a guarantee of universal accessibility.
5. Unauthorized reproduction, alteration, transfer, licensing, or misleading presentation of the Seal is prohibited except as permitted by law.
6. Authorization to display the Seal may be subject to ongoing conditions established in the applicable program documentation.
7. Any suspension or withdrawal of display authorization shall be governed by the applicable program terms and legal rights.

XVII. Third-Party Content and External Platforms

1. Eleable-operated websites may reference third-party websites, social platforms, streaming providers, publications, or technology services.
2. External websites may maintain separate privacy practices, contractual terms, and access conditions.
3. A reference or hyperlink does not automatically constitute an endorsement, sponsorship, or formal partnership.
4. Eleable does not control all content or operations of independent third-party platforms.
5. Nothing in this section excludes responsibility that Eleable may have under applicable law for services provided on its behalf.

XVIII. Independent Entities and Organizational Relationships

1. Eleable, Gabrie’le Eato LLC, and NDVerse are distinct legal entities with separate legal rights and responsibilities.
2. Gabrie’le Eato, as an individual, maintains a personal identity distinct from these organizations.
3. Eleable's authorized representation of Gabrie’le Eato personally does not automatically establish representation of Gabrie’le Eato LLC.
4. NDVerse is an independently governed nonprofit organization recognized as a tax-exempt public charity under Section 501(c)(3) of the Internal Revenue Code.

5. NDVerse is not a subsidiary, division, or commercial department of Eleable.
6. Shared founder involvement, website links, communications, or collaborative activities do not automatically merge the entities or transfer their respective obligations.
7. Any services, transactions, or collaborations between separate entities must be considered according to applicable agreements, governance requirements, and law.
8. Additional information is available in the Legal Entity Independence Disclosure (PDF, opens in a new tab).

XIX. Submissions and Unsolicited Materials

1. Individuals may submit professional inquiries, business proposals, portfolio information, and other materials through authorized channels.
2. Submission of materials does not establish representation, employment, sponsorship, or another contractual relationship.
3. Eleable is not obligated to review, accept, respond to, or develop every proposal or submission.
4. Submission of creative material does not automatically transfer intellectual property ownership to Eleable.
5. Submitters must have the right to provide the submitted materials for the intended review or communication.
6. Confidential or proprietary materials should not be submitted without an applicable confidentiality agreement when confidentiality is required.
7. Eleable's receipt of an unsolicited idea does not establish exclusivity or prohibit independent development of similar concepts, subject to applicable law.

XX. Confidentiality and Professional Communications

1. Information identified as confidential may be governed by separate confidentiality agreements or other applicable legal obligations.
2. General website inquiries do not automatically establish an attorney-client, fiduciary, or other legally privileged relationship.
3. Eleable may disclose information where authorized, legally required, or otherwise permitted by an applicable agreement.
4. Contractual confidentiality obligations shall survive termination to the extent required by their terms or applicable law.

XXI. Website Availability and Disclaimers

1. Eleable may maintain, modify, suspend, or discontinue website features as reasonably necessary.
2. Website availability may be affected by maintenance, technical disruptions, hosting failures, or other circumstances.
3. Except as expressly warranted or required by law, Eleable does not guarantee uninterrupted, error-free website access.

4. General information published on Eleable websites does not constitute individualized legal, financial, or clinical advice.

5. Specific contractual representations and warranties concerning professional services remain governed by applicable agreements.

XXII. Limitation of Liability

1. To the maximum extent permitted by applicable law, Eleable shall not be liable for indirect, incidental, special, or consequential losses arising solely from unauthorized website use or technical interruptions outside its reasonable control.

2. Nothing in these Terms excludes or limits liability for fraud, intentional misconduct, or other matters for which exclusion is legally prohibited.

3. Liability concerning professional services, commercial transactions, or representation relationships shall be governed by the applicable agreement and law.

4. No provision limits mandatory consumer rights or statutory remedies that cannot lawfully be waived.

XXIII. Indemnification

1. To the extent permitted by applicable law, users who knowingly engage in unlawful misuse of Eleable-operated systems or infringement of protected rights may be responsible for resulting legally recoverable losses.

2. Any contractual duty to defend, indemnify, or hold harmless another party shall be determined by applicable law and any enforceable written agreement.

3. Nothing in this section requires an individual to indemnify Eleable for liability that cannot lawfully be transferred.

XXIV. Suspension and Termination

1. Eleable may restrict or terminate access to its websites where reasonably necessary to address unlawful conduct, material violations, security threats, or suspected fraud.

2. Suspension of website access does not automatically terminate an independent representation or commercial agreement.

3. Rights and obligations that must survive termination shall remain enforceable in accordance with applicable agreements and law.

XXV. Dispute Resolution

1. Individuals or organizations with concerns relating to these Terms may contact Eleable through its designated legal correspondence channel.

2. Eleable may attempt to resolve appropriate disputes through direct communication, negotiation, or other lawful means.

3. Separate commercial agreements may establish specific dispute resolution procedures applicable to the parties.

4. Nothing in these Terms requires a website visitor to surrender legally available remedies or rights that cannot lawfully be waived.

XXVI. Governing Law and Jurisdiction

1. Except where mandatory law requires otherwise, these Terms shall be interpreted according to the laws of the State of Ohio, United States.
2. Disputes not otherwise governed by an applicable written agreement may be brought before a court having lawful jurisdiction.
3. Nothing in these Terms overrides mandatory consumer protection, privacy, intellectual property, or other applicable legal requirements.

XXVII. Events Beyond Reasonable Control

1. To the extent permitted by law, Eleable shall not be responsible for delays in website availability or performance arising from circumstances beyond its reasonable control.
2. Such circumstances may include natural disasters, network disruptions, emergency governmental actions, and other extraordinary events.
3. Existing contractual rights and remedies remain subject to the applicable agreement and law.

XXVIII. Assignment and Transfer

1. Rights and obligations arising from a separate professional or commercial agreement shall be transferable only as permitted by that agreement and applicable law.
2. Nothing in these Terms automatically authorizes assignment of a represented individual's publicity, intellectual property, or personal contractual rights.
3. Corporate restructuring or other business transactions shall remain subject to applicable contractual, privacy, and legal requirements.

XXIX. Severability and Waiver

1. If a provision of these Terms is determined to be invalid or unenforceable, the remaining provisions shall remain effective to the extent permitted by applicable law.
2. Failure to enforce a provision on one occasion does not automatically waive the right to enforce that provision later.
3. Headings are provided for convenience and do not independently modify the substantive meaning of these Terms.
4. No provision creates an unauthorized employment, agency, joint venture, partnership, or fiduciary relationship.

XXX. Electronic Communications

1. Eleable may communicate electronically concerning authorized website use, business inquiries, contractual relationships, and related matters.

2. Electronic communications may include inquiry responses, business notices, security notifications, and other authorized correspondence.
3. Marketing communications are subject to applicable consent, identification, and opt-out requirements.
4. Where law requires a particular notice method or affirmative consent, electronic communication shall be used only as legally permitted.

XXXI. Legal Notices and Contact Information

1. Questions relating to these Terms, intellectual property, privacy matters, website operations, or legal correspondence may be directed to Eleable.
2. Legal correspondence may be submitted to legal@eleable.com.
3. Eleable's official website is https://eleable.com.
4. Communications intended for Gabrie'le Eato LLC, NDVerse, or another separately established entity should be directed to the appropriate legal entity through its designated contact procedures.
5. Email correspondence does not replace formal service of legal process where applicable law requires another method.

XXXII. Entire Agreement and Final Provisions

1. These Terms govern the website activities and matters expressly identified within their scope.
2. Separate representation, commercial, creative, licensing, or other written agreements may establish additional enforceable rights and obligations.
3. No statement on an Eleable-operated website shall be interpreted as granting unrestricted authority to act on behalf of an individual or independent entity.
4. All rights and obligations remain subject to applicable federal, state, and international law.

ELEABLE

Talent Management, Influence, Brand Partnerships, Public Relations, Creative Services, Digital Design Psychology and Accessibility.

eleable.com

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