

Website Terms of Use

Governing the totemian.com corporate website

Last Updated: May 1, 2026

These Website Terms of Use (the "**Terms**") govern your access to and use of the website located at totemian.com (the "**Website**"), operated by **Totemian Brandboards Inc.** ("**Totemian**", "**we**", "**us**", or "**our**"), a corporation existing under the laws of the Province of British Columbia, Canada (BC Registration No. BC1522220), having its registered office at 1771 Robson Street, Suite 1132, Vancouver, BC V6G 3B7.

BY ACCESSING OR USING THE WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS AND BY THE TOTEMIAN PRIVACY POLICY. IF YOU DO NOT AGREE, DO NOT ACCESS OR USE THE WEBSITE.

1. Scope and Relationship to Other Documents

1.1 Scope

These Terms apply to your access to and use of the Website, including all content, features, and functionality made available on or through the Website (collectively, the "**Website Services**").

1.2 Related Documents

Totemian operates multiple offerings under separate legal documents. Where you use the Tribe26 platform (mobile applications and the tribe26.app website), the Tribe26 Terms of Service available at tribe26.app/legal/terms-of-service govern that use. Where you participate as a Node, advertiser, location host, or other business partner, the relevant signed agreement (such as the Master Promotional Partner Agreement) governs the commercial relationship. In the event of conflict, the more specific document governs the matter it addresses.

2. Nature of the Website

The Website is the corporate website of Totemian and serves the following primary purposes:

- to provide information about Totemian, its services, and its brands (including Tribe26 and the Totemian brandboard advertising network);

- to enable prospective partners, advertisers, location hosts, and other business parties to learn about, evaluate, and inquire about commercial engagement with Totemian;
- to publish legal, governance, and compliance documents;
- to host news, articles, resources, and other public-interest content; and
- to provide channels for contacting Totemian.

The Website is not a platform for retail sale, payment processing, or the issuance or redemption of loyalty rewards. Those activities, where applicable, are conducted through the Tribe26 platform under its own terms.

3. Eligibility

You may access the Website only if you are at least eighteen (18) years of age (or the age of majority in your jurisdiction, whichever is older) and able to form a legally binding contract. By accessing the Website, you represent that you meet these requirements. Where you submit any information, inquiry, or content on behalf of a business or organization, you represent that you are duly authorized to act for that entity.

4. Permitted Use and Restrictions

Subject to your compliance with these Terms, Totemian grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Website for your personal or internal business purposes related to evaluating, contacting, or partnering with Totemian. You agree not to, and not to attempt to:

- use the Website in violation of any applicable law;
- use the Website to transmit any unlawful, harmful, defamatory, harassing, or otherwise objectionable content;
- impersonate any person or entity or misrepresent your affiliation with any person or entity;
- harvest, scrape, crawl, mine, or otherwise extract data from the Website without prior written permission;
- interfere with or disrupt the Website, its servers, or related networks;
- attempt to gain unauthorized access to any portion of the Website or to any related systems;
- reverse-engineer, decompile, or disassemble any portion of the Website, except as permitted by mandatory law;
- frame, mirror, or repurpose the Website without written permission; or
- use the Website to develop a competing product or service.

5. Submissions and Inquiries

5.1 Form Submissions

The Website may provide forms for contacting Totemian, applying to host a brandboard, expressing interest in advertising, submitting media inquiries, or similar purposes. You agree that all information you submit through these forms shall be accurate, current, and complete.

5.2 No Confidentiality

Unless an executed non-disclosure agreement is in place between you and Totemian, any submission made through the Website is non-confidential. Without limiting the foregoing, Totemian may use any ideas, concepts, know-how, or techniques contained in submissions for any purpose, including developing, manufacturing, or marketing products or services.

5.3 No Acceptance

Submission of a form or inquiry does not constitute acceptance of any offer, partnership, or agreement. Commercial relationships with Totemian are formed only through separately negotiated and executed written agreements.

6. Intellectual Property

6.1 Totemian Content

All content on the Website, including text, graphics, logos, icons, images, videos, audio clips, code, design, layout, and the selection and arrangement thereof (collectively, "**Website Content**"), is owned by Totemian or its licensors and is protected by Canadian and international copyright, trademark, and other intellectual property laws.

6.2 Trademarks

"Totemian", "Tribe26", "T-Coin", the Totemian logo, the Tribe26 logo, and other trademarks displayed on the Website are trademarks or registered trademarks of Totemian Brandboards Inc. or its licensors. Use of these trademarks without prior written permission is prohibited.

6.3 Limited Personal Use

You may view, download, and print individual pages of the Website for your personal, non-commercial use, provided that you retain all copyright and proprietary notices. No other use is permitted without our prior written consent.

7. Third-Party Links and References

The Website may contain links to third-party websites or references to third-party products, services, or content. Such links and references are provided for convenience and do not constitute an endorsement by Totemian. Totemian does not control, and is not responsible for, the content or practices of third-party websites or services. Your use of any third-party website is at your own risk and subject to the terms and privacy policies of that third party.

8. Disclaimers

8.1 As-Is Basis

THE WEBSITE AND ITS CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, OR THAT THE WEBSITE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

8.2 Informational Only

Information on the Website is provided for general informational purposes only and does not constitute legal, financial, tax, business, or other professional advice. You should not rely on Website Content as the sole basis for any decision; please consult qualified professionals.

9. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TOTEMIAN, ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, BUSINESS, DATA, OR GOODWILL, ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS TO OR USE OF THE WEBSITE, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE.

TOTEMIAN'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF THE WEBSITE SHALL NOT EXCEED ONE HUNDRED CANADIAN DOLLARS (CAD \$100).

10. Indemnification

To the fullest extent permitted by law, you agree to defend, indemnify, and hold harmless Totemian and its affiliates, directors, officers, employees, and agents from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of or in connection with: (a) your breach of these Terms; (b) your violation of any applicable law or third-party right; or (c) your misuse of the Website.

11. Changes to the Website and These Terms

11.1 Right to Modify Website

Totemian may modify, suspend, or discontinue the Website or any part of it at any time, with or without notice. To the fullest extent permitted by law, Totemian will have no liability for any such modification, suspension, or discontinuation.

11.2 Right to Update Terms

Totemian may update, modify, or supplement these Terms from time to time.

12. Governing Law and Dispute Resolution

These Terms are governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to conflict-of-laws principles. Any dispute arising out of or in connection with these Terms shall be subject to good-faith negotiation; failing resolution within thirty (30) days, the dispute shall be finally resolved by binding arbitration administered by the Vancouver International Arbitration Centre (VANIAC, formerly BCICAC) in Vancouver, British Columbia, in the English language, before a single arbitrator. Notwithstanding the foregoing, either party may seek injunctive or equitable relief in the courts of British Columbia.

13. General

13.1 Entire Agreement

These Terms, together with the Totemian Privacy Policy, constitute the entire agreement between you and Totemian regarding your use of the Website and supersede all prior or contemporaneous understandings concerning the Website.

13.2 Severability

If any provision of these Terms is held invalid or unenforceable, that provision shall be modified to the minimum extent necessary or, if not possible, severed; the remaining provisions shall continue in full force.

13.3 Assignment

You may not assign these Terms. Totemian may assign these Terms freely.

13.4 No Waiver

No failure or delay by Totemian to enforce any provision constitutes a waiver.

13.5 Language

These Terms are drafted in English. Any translation is for convenience only; in case of conflict, the English version controls.

14. Contact

Questions about these Terms may be directed to:

Totemian Brandboards Inc.

1771 Robson Street, Suite 1132

Vancouver, BC V6G 3B7, Canada

Email: legal@totemian.com

Tribe26 is a brand operated by Totemian Brandboards Inc. These Website Terms of Use are distinct from, and do not replace, the Tribe26 Terms of Service applicable to the Tribe26 platform.