



Snake River Surface Repair<sup>SM</sup>

## TERMS OF SERVICE & CONDITIONS OF USE

July 8, 2021

\*Last updated 07/03/2024

The following terms and conditions constitute a binding legal agreement between Snake River Surface Repair<sup>SM</sup>, a nonstatutory private business (“Provider,” “seller,” “we,” “us,” “our,” or “Snake River Surface Repair”), and you (any man, woman, person, officer, agent, instrumentality, or other entity, public or private, natural or ENS LEGIS, individually or collectively) (hereinafter “you,” “customer,” “buyer,” “user,” or “Recipient”), and governs your use of our nonstatutory private Services (the “Services”), the <https://snakeriversurfacerepair.com> website (the “Online Services,” or “Website”) and the online materials available therein to which you may have licensed or other authorized access (“Online Materials”):

### 1. SERVICES

- 1.1. We offer our Services as a willing seller under no compulsion to sell with reasonable knowledge of all relevant facts.
- 1.2. Our Services constitute our finite human capital and private property and include, without limitation, at the instance of you or your agent and based on information provided by you, traveling to any service address, expending, rendering, or performing any amount of our finite time and labor, and/or furnishing or applying any amount of our repair materials without the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, or American Samoa.
- 1.3. By contacting us, providing information, and initiating the rendering or performance of any of our Services, you agree that:
  - (a). You are not a state or federal governmental franchise, unit, agency, or instrumentality, and
  - (b). You are not engaged in the performance of any functions of any state or federal public office or political subdivision thereof, and
  - (c). You are an unrelated willing buyer of our Services, and
  - (d). You are under no compulsion to buy our Services, and
  - (e). You have reasonable knowledge of all relevant facts, and

- (f). Upon being invoiced, you will transfer, as payment to us in connection with the performance of our Services, your property in the form of either coin or currency according to the payment terms expressed herein and the specific terms expressed on the invoice.

## 2. PAYMENT TERMS

- 2.1. Coins or Currency: We offer to perform our Services in exchange for your transfer of payment in lawful money (gold or silver coin)<sup>1</sup> equal to and without gain or excess of the fair market value or basis of our travel, time, labor, and/or materials expended, rendered, performed and/or sold without the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, or American Samoa.
  - (a). Under duress, without prejudice, and non assumpsit, we will accept Federal Reserve Notes (FRNs) (obligations of the United States, issued at the discretion of the Board of Governors of the Federal Reserve System for the purpose of making advances to Federal Reserve banks and for no other purpose)<sup>2</sup> if tendered as (a form of) “payment” and discharge your obligation(s) to us “dollar” (FRN) for dollar (a coin containing 371.25 gr (0.7734375 oz t) of pure silver)<sup>3</sup>.
    - (i). Demand is then made in perpetuity on every depository account at every depository institution thereafter involved with respect to discharging your obligation(s) using Federal Reserve Notes to redeem said Federal Reserve Notes upon deposit in lawful money.
    - (b). No law requires private parties to use of FRNs as a medium of exchange if the parties agree to any alternative medium of exchange or form of legal tender.
- 2.2. Although the money of account of the United States<sup>4</sup> was taken from circulation, we enthusiastically accept and offer a discount\*\* for payment transferred to us in connection with the performance of our Services in legal tender United States “Liberty” “One Dollar” “1 Oz. Fine Silver” coins<sup>5</sup> (aka “American Silver Eagles”) that “weigh[s] 31.103 grams” and “contain[s] .999 fine silver”, pursuant to Title II, Section 202(e) of the Act of 9 July 1985, Public Law 99-61, 99 Statutes at Large 113, 115-116, now codified in Title 31, United States Code, Section 5112(e). (\*\*Discount varies based on your cost to purchase, acquire, and deliver the United States silver coins to us for payment, which depends on the silver “spot” market exchange rate, premiums, availability, demand, activity, and delivery costs). Please don’t hesitate to contact us if you have any questions or wish to learn more.
- 2.3. Invoicing: Upon rendering or performing our Services, or any portion thereof, an invoice will be sent to you, either to the e-mail address, mailing, or physical address provided by you, or both (you can update the e-mail address kept on file 24/7 by sending us a Change of E-mail Notice to [billing@snakeriversurfacerepair.com](mailto:billing@snakeriversurfacerepair.com)). If our invoicing e-mail

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<sup>1</sup> U.S. Const., ART I, § 10; and the Act of 23 December 1913, ch. 6, § 16, 38 Stat. 251, 265-266, now codified in 12 USC § 411.

<sup>2</sup> Act of 23 December 1913 (“Federal Reserve Act”), ch. 6, § 16, 38 Stat. 251, 265, now codified in 12 USC § 411.

<sup>3</sup> Section 4(c) of the Act of 28 October 1977, Public Law 95-147, 91 Statutes at Large 1227, 1229, now codified in 31 USC § 5118(d)(2).

<sup>4</sup> Act 2 of April 1792 (“Mint and Coinage Act of 1792”), ch. 16, §9, 1 Stat. at 248.

<sup>5</sup> Pub. L. 97-258, Sept. 13, 1982, 96 Stat. 980; Pub. L. 97-452, § 1(19), Jan. 12, 1983, 96 Stat. 2477, now codified in 31 USC § 5103.

bounces, we will attempt to contact you by other means. If the e-mail does not bounce, or if we send it to a mailing or physical address, we will assume you received it.

- (a). Because of the fact that most people are conditioned to pass off U.S. debt for real goods and services, and the fact that we rarely receive payment of our invoices for our Services transferred in lawful money, in the interest of finite time, and your convenience, our invoices are priced and denominated in Federal Reserve Notes using the “\$” symbol.
- (b). Any amounts expressed on any invoice, including, without limitation, quantity(s), unit price(s) and total due, represent mere conversion(s) of forms of capital or property equal to, and without gain or excess of, the fair market value or basis of our travel, time, and/or labor rendered and/or materials sold without the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, or American Samoa as referenced in the service description(s).

2.4. Payments: Payment is the transfer of your property (coins or currency) to us in connection with the performance of our Services equal to and without gain or excess of the fair market value or basis of our travel, time, and/or labor rendered and/or materials sold without the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, or American Samoa.

- (a). Payment of invoices are due according to the payment terms expressed herein and on the invoice.
- (b). If payment is transferred to us in preferred lawful money, United States “Liberty” “One Dollar” silver coins (aka “American Silver Eagles”), the customer shall:
  - (i). Be sure that all checks, money orders, wire transfers, or other instruments for the purchase of the coins are made payable to you (the individual or business entity supplying the coins), not to Snake River Surface Repair<sup>SM</sup>, and that if you use cash as the medium of payment for the coins, you deliver the cash directly to the individual or business entity supplying the coins; and
  - (ii). Perfect the sale of the coins by identifying them with suitable documentation and physically delivering them to yourself before delivering them as a transfer of payment to Snake River Surface Repair<sup>SM</sup>.

2.5. Late Payments: If we do not receive invoice payment within thirty (30) days of the invoice date, a Past Due Notice will be sent to the customer, assuming a simple oversight and extending an additional seven (7) day grace period.

- (a). If we do not receive the payment within the seven (7) day grace period, a late payment fee of 35.00 FRN (\$) will be added to any unpaid balance of the total due and shall be due and owing immediately.
  - (i). The purpose of the late payment fee is to defray the cost(s) associated with collecting late payments. In most cases, new projects will not be scheduled until past-due amounts are paid in full or a payment arrangement has been agreed to in writing.

- 2.6. Repeated Late Payments: Upon the occurrence of a second (2nd) late payment within any twelve (12) month period, pre-payment for scheduling all Services will be required and continue for a six (6) month period.
- 2.7. Non-Payment: We will make every effort to collect all outstanding debts. If an invoice remains unpaid sixty (60) days past the due date, we will take measures to protect and enforce our rights and legal options.
- (a). We may also assign the debt to a debt collection agency at our sole discretion. All costs incurred in association with collecting debts, including, without limitation, attorneys' fees and court costs, will be paid by the customer. All rights are reserved.

3. EXCLUSION OF WARRANTIES.

3.1. EXCEPT AS EXPRESSLY SET FORTH IN ANY WRITTEN AGREEMENT BETWEEN YOU AND US OR AT OUR SOLE DISCRETION, ALL SERVICES ARE PERFORMED "AS IS". WE MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND HEREBY EXPRESSLY EXCLUDE AND DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

4. GOVERNMENTAL FRANCHISES, UNITS, AGENCIES, INSTRUMENTALITIES, AND THE PERFORMANCE OF THE FUNCTIONS OF PUBLIC OFFICES OR POLITICAL SUBDIVISIONS.

- 4.1. We, Snake River Surface Repair<sup>SM</sup> and its agents (Exchanger(s), Fiduciary(s), Trustee(s), Board of Trustees, Beneficiary(s), Manager(s), or Member(s)), are not any kind of governmental franchise, unit, agency, or instrumentality thereof.
- 4.2. We do not engage in the performance of any functions of any federal or state public office or political subdivision thereof.
- 4.3. If any person, service-recipient, customer, agent, instrumentality, officer, or other entity fails or refuses to disclose to us that they are engaged in the performance of the functions of any public office when scheduling the delivery or performance of our Services and then, after the delivery or performance of our Services, demands that we furnish a name, address, and identification number to receive any due and owing transfer of any payment(s) in connection with the performance of our Services and/or to avoid "backup withholding" to which we are not subject, then, under duress, without prejudice, and/or non assumpsit, we will furnish a name, address, and identification information in the manner required under IRC §§ 6041A(f)(1) & 3406(e)(1), and in such manner as prescribed by regulations at 26 CFR § 31.3406(h)-3(b), solely as a means to receive the due and owing transfer of payment of our invoice(s) in connection with the performance of our Services.

5. TRADE SECRETS

5.1. Trade secrets include, without limitation, any and all proprietary formula(s), pattern(s), compilation(s), compound(s), method(s), technique(s), combination(s), application(s), process(s), procedure(s), test result(s), and/or use(s), alternative or otherwise, of any chemical(s), product(s) and/or material(s) used by us in the conduct of our business

including, without limitation, the make(s), brand(s), type(s) and/or composition(s) of the product(s) and/or material(s), and any proprietary data or information, tool or mechanism, relating to our business, which are secret and proprietary to us, and which give us a competitive advantage, and which derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from disclosure or use, which is or has been developed, used and/or owned by us, where release of that trade secret could be reasonably expected to cause harm to us. As our customer, you agree that you will not disclose, divulge, reveal, report, or use, for any purpose, any trade secrets that you have obtained except as expressly authorized in writing by us. The obligations of confidentiality apply and survive indefinitely upon termination of any agreement.

## 6. OWNERSHIP OF INTELLECTUAL PROPERTY

6.1. All intellectual property and related material developed or produced under these Terms & Conditions will be the property of Snake River Surface Repair<sup>SM</sup>. The customer is granted a non-exclusive, limited-use license of this intellectual property. Title, copyright, intellectual property rights, and distribution rights of the intellectual property remain exclusively with the Snake River Surface Repair<sup>SM</sup>.

## 7. LIMITATIONS OF LIABILITY

7.1. A Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or any Materials available or not included therein, (b) the unavailability or interruption of the Online Services or any features thereof or any Materials, (c) your use of the Online Services or Materials (regardless of whether you received any assistance from a Covered Party in using the Online Services), (d) your use of any equipment in connection with the Online Services, (e) the content of Materials, or (f) any delay or failure in performance beyond the reasonable control of a Covered Party.

7.2. "Covered Party" means (a) the Provider of the Online Services, its affiliates, and any manager, officer, director, employee, subcontractor, agent, successor, or assign of the Provider of the Online Services or its affiliates; and (b) each third-party supplier of Materials, their affiliates, and any manager, officer, director, employee, subcontractor, agent, successor, or assign of any third-party supplier of Materials or any of their affiliates.

7.3. THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY OTHER CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR MATERIALS SHALL NOT EXCEED THE AMOUNT OF YOUR ACTUAL DIRECT DAMAGES. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES THAT YOU MAY HAVE AGAINST ANY COVERED PARTY.

7.4. THE COVERED PARTIES SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, MATERIALS, OR THE FAILURE OF ANY COVERED

PARTY TO PERFORM ITS OBLIGATIONS, REGARDLESS OF ANY NEGLIGENCE OF ANY COVERED PARTY.

8. MISCELLANEOUS

- 8.1. These General Terms and Conditions, including, without limitation, the Additional Terms, may be changed from time to time as described below or by written agreement.
  - (a). Your subscription for access to the Online Services may be terminated immediately upon notice to the Provider if any change is unacceptable. Continued use of the Online Services following any change constitutes acceptance.
- 8.2. The Provider of the Online Services or the subscribing organization may terminate the subscription to access the Online Services. The effective date of termination shall be ten days after the receipt of an appropriate notice of termination unless a later date is specified in the notice. The Provider of the Online Services may suspend or discontinue providing the Online Services to you without notice and pursue any other legally available remedy if you fail to comply with any of your obligations hereunder.
- 8.3. Except as otherwise provided herein, all notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by the Provider thereof. Notices shall be deemed properly given on the date deposited in the U.S. mails, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Notices to the Provider of the Online Services should be sent to your account representative.
- 8.4. The failure of the Provider of the Online Services or any third-party supplier of Materials to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 8.5. The subscribing organization or individual may not assign its rights or delegate its duties under the subscription to access the Online Services without the Provider's prior written consent.
- 8.6. These General Terms and Conditions and the Additional Terms shall be governed by and construed in accordance with the common law and/or the laws of Idaho.
- 8.7. Each third-party supplier of Materials has the right to assert and enforce these provisions directly on its own behalf as a third-party beneficiary.
- 8.8. Venue for any suits arising from the use of or information on this Website is in Bingham County, Idaho.
- 8.9. By using this site, the viewer agrees that all disputes arising through the use or contents of this Website shall be settled by binding arbitration in Blackfoot, Idaho, and submitted to the American Arbitration Association for final disposition.
- 8.10. It is accepted and understood through the use of this Website and/or Online Services by any viewer that the Provider of the Online Services allows users to post comments which the user affirms to be true and correct and for which the Provider disclaims responsibility under the Communications Decency Act, 47 U.S.C. Sec. 230, which states, "No provider or user of an interactive computer service shall be treated as the publisher or speaker of any information provided by another information content provider."

## 9. REFUND AND/OR CANCELLATION POLICY

- 9.1. Customers acknowledge that the provisions of our Services are complete upon:
- (a). traveling to any service address provided by the customer, and/or
  - (b). expending any amount of our finite time at the service address, and/or
  - (c). performing any amount of our labor at the service address, and/or
  - (d). applying or furnishing any amount of our repair materials.
- 9.2. Service can be canceled by notifying Snake River Surface Repair<sup>SM</sup> at the addresses and/or locations contained herein. A cancellation can only be made prior to the commencement of the performance of our Services.
- 9.3. Customers acknowledge that the provision of our Online Services, whether it be access to the data on the Website or a listing on the Website, is complete upon the listing appearing for the first time on the site. Service can be canceled by notifying the Website at the addresses and locations contained herein. A cancellation will only cancel any service renewal for the following year, and no pro-rate reimbursements or refunds for the remainder of the current listing or subscription year will be made.

CHANGE NOTICE: As with any of our administrative and legal notice pages, the contents of this page can and will change over time. These changes are necessitated and carried out by Snake River Surface Repair<sup>SM</sup> to protect you and us. If this page is important to you, you should check back frequently as no other notice of changed content will be provided either before or after the change takes effect, and by using the Website, you, the user, specifically agree to this.

COPYRIGHT WARNING: The legal notices and administrative pages on this Website, including this one, without limitation, have been drafted by a lawyer. We at Snake River Surface Repair<sup>SM</sup> hereby claim a copyright to all works and contents of this Website, including, without limitation, all disclaimers and notices.

QUESTIONS/COMMENTS/CONCERNS: If you have any questions or wish to reach us for any reason, you may do so by contacting us at:

Snake River Surface Repair<sup>SM</sup>  
c/o: 2184 Channing Way # 306  
Idaho Falls, Idaho  
[83404-9998]  
208-557-3529  
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