

Website Terms and Conditions

Terms governing use of 1up.tech and related website resources

Effective Date	August 20, 2026
Last Updated	August 20, 2026

These Website Terms and Conditions ("Terms") govern your access to and use of the website operated by 1 Up Tech, LLC ("1 Up Tech," "we," "us," or "our"), including 1up.tech and webpages, features, forms, and resources made available through it (collectively, the "Website").

By accessing or using the Website, you agree to these Terms. If you do not agree, please do not use the Website.

1. Website Purpose

The Website provides information about 1 Up Tech and its technology, managed IT, cybersecurity, risk management, compliance, consulting, support, and related products and services.

Information provided through the Website is for general informational and business purposes and does not, by itself, constitute a proposal, service agreement, statement of work, guarantee, professional opinion, or commitment by 1 Up Tech to provide any particular product, service, security control, compliance outcome, or service level.

2. Service Agreements

These Terms govern use of the Website and do not replace the terms governing services purchased from 1 Up Tech.

Products and services provided by 1 Up Tech may be subject to separate proposals, agreements, statements of work, service descriptions, acceptable use policies, service-specific terms, or other written terms (collectively, "Service Agreements").

If there is a conflict between these Website Terms and a Service Agreement concerning products or services purchased from 1 Up Tech, the applicable Service Agreement controls with respect to those products or services.

3. No Offer or Guarantee of Services

Descriptions of products, services, capabilities, security measures, response times, technologies, manufacturers, integrations, or other offerings appearing on the Website are provided for general informational purposes. Availability, specifications, pricing, features, licensing, compatibility, and scope may change and may vary by client.

No information on the Website constitutes a binding offer unless expressly identified as such in a written agreement authorized by 1 Up Tech.

4. Cybersecurity Disclaimer

1 Up Tech provides cybersecurity-related products and services intended to help organizations identify, manage, and reduce technology and security risks.

No cybersecurity product, service, configuration, monitoring system, assessment, or security control can eliminate all risks or guarantee that a system will not experience a security incident, compromise, data loss, unauthorized access, malware infection, service interruption, or other adverse event. References to security capabilities or risk reduction on the Website should not be interpreted as a guarantee that any system or organization will be completely secure.

5. Compliance Information

The Website may contain information concerning regulatory, contractual, security, or compliance frameworks, including frameworks applicable to healthcare, financial services, privacy, cybersecurity, or other regulated activities.

Such information is provided for general informational purposes only. 1 Up Tech does not provide legal advice, and information available through the Website should not be relied upon as a substitute for advice from qualified legal counsel, auditors, accountants, compliance professionals, or other appropriate advisers.

Use of 1 Up Tech products or services does not, by itself, guarantee compliance with any law, regulation, contractual obligation, certification, or industry framework.

6. Professional Advice Disclaimer

Information provided through the Website does not constitute legal, accounting, financial, regulatory, or other professional advice outside the scope of information technology and cybersecurity services expressly contracted from 1 Up Tech. You are responsible for obtaining appropriate professional advice regarding matters outside the scope of services provided by 1 Up Tech.

7. Acceptable Use

You may use the Website only for lawful purposes. You may not:

- attempt to gain unauthorized access to the Website, servers, accounts, systems, networks, or resources;
- probe, scan, or test the vulnerability of the Website or associated infrastructure without express written authorization;
- interfere with or disrupt the Website or its operation;
- introduce malware, malicious code, automated attacks, or harmful content;
- circumvent authentication, access controls, rate limits, or other security mechanisms;
- impersonate another person or organization;
- use automated systems to scrape, harvest, copy, or collect Website content or data in a manner that materially burdens the Website;
- use the Website in violation of applicable law; or
- use information obtained from the Website to facilitate unlawful, fraudulent, abusive, or malicious activity.

8. Contact Forms and Information You Submit

If you submit information through a contact form, consultation request, support request, registration form, or other Website feature, you represent that the information you provide is accurate and that you are authorized to provide it.

Submitting a request through the Website does not create a client relationship, service obligation, or guaranteed response time unless otherwise established by an applicable Service Agreement.

Do not submit passwords, authentication codes, private cryptographic keys, highly sensitive personal information, or other security credentials through general Website contact forms unless specifically instructed to do so through an approved secure process.

9. Client and Support Portals

The Website may provide links to client portals, payment systems, remote-support systems, account-management tools, or other resources operated by 1 Up Tech or third parties. Access to these systems may be governed by additional terms, authentication requirements, Service Agreements, or third-party terms.

You are responsible for maintaining the confidentiality of credentials associated with accounts issued to you and for promptly reporting suspected unauthorized use.

10. Remote Support

The Website may provide access or links to remote-support tools. Initiating or participating in a remote-support session may permit an authorized technician to view or interact with a computer or other device.

You should initiate remote-support sessions only when working with an authorized representative of 1 Up Tech and should not accept unsolicited remote-access requests purporting to originate from 1 Up Tech without independently verifying the request. Additional conditions applicable to support services may be contained in the applicable Service Agreement.

11. Third-Party Websites and Services

The Website may contain links to websites, portals, applications, manufacturers, vendors, payment processors, cloud providers, or other services operated by third parties. Third-party services are governed by their respective terms and privacy practices.

A link to or reference to a third-party product or service does not necessarily constitute an endorsement, warranty, or guarantee by 1 Up Tech. We are not responsible for the availability, security, accuracy, content, privacy practices, or operation of third-party websites or services except to the extent expressly provided in an applicable Service Agreement.

12. Intellectual Property

Unless otherwise indicated, the Website and its original content, including text, graphics, logos, designs, documentation, photographs, videos, layouts, and other materials, are owned by or licensed to 1 Up Tech and are protected by applicable intellectual property laws.

You may view, download, or print reasonable portions of the Website for legitimate personal or internal business use. You may not reproduce, republish, distribute, sell, license, modify, create derivative works from, or commercially exploit Website content without prior written permission from 1 Up Tech, except as permitted by applicable law. Third-party trademarks, logos, and product names remain the property of their respective owners.

13. Copyright and Trademarks

The 1 Up Tech name, logos, branding, and associated marks may not be used in a manner that suggests sponsorship, affiliation, endorsement, or authorization without prior written permission. All other trademarks and trade names appearing on the Website belong to their respective owners.

14. Website Availability

We attempt to maintain the availability, security, and accuracy of the Website but do not guarantee uninterrupted or error-free operation. We may modify, suspend, restrict, or discontinue any portion of the Website at any time for maintenance, security, operational, business, or other reasons.

15. Website Security

We employ measures intended to protect the Website and associated systems. However, no Internet-connected system or transmission method can be guaranteed to be completely secure.

You are responsible for using reasonable security precautions when accessing the Website, including maintaining current software, protecting account credentials, and verifying communications that request sensitive information or remote access.

16. Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE WEBSITE AND ITS CONTENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. 1 UP TECH DISCLAIMS WARRANTIES REGARDING THE WEBSITE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, AVAILABILITY, AND ERROR-FREE OPERATION, TO THE EXTENT SUCH WARRANTIES MAY LAWFULLY BE DISCLAIMED.

Nothing in this section modifies warranties or obligations expressly provided in an applicable Service Agreement.

17. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, 1 UP TECH, ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, CONTRACTORS, AND AGENTS WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO USE OF, OR INABILITY TO USE, THE WEBSITE.

This includes damages arising from reliance on Website content, interruption of Website availability, third-party links, or unauthorized access resulting from circumstances outside 1 Up Tech's reasonable control. These limitations apply to use of the Website and do not supersede liability provisions contained in an applicable Service Agreement.

18. Indemnification

To the extent permitted by law, you agree to indemnify and hold harmless 1 Up Tech and its members, managers, officers, employees, and agents from claims, damages, liabilities, costs, and expenses arising from your unlawful use of the Website, your violation of these Terms, or your infringement of another person's rights.

19. SMS/Text Messaging Terms

Brand Name and Program Description

By voluntarily providing your mobile phone number and explicitly opting in to SMS, you consent to receive SMS messages from 1 Up Tech, LLC related to requested support or services.

Message and Data Rates

Standard message and data rates may apply depending on your carrier.

Message Frequency

Message frequency may vary.

You may receive a few SMS messages per month depending on your needs and request.

Opting Out

You may opt out of receiving SMS messages at any time by replying with "STOP" to any SMS message you receive from us. After opting out, you will receive a confirmation message, and we will cease sending SMS messages to your number.

Help Information

If you need assistance or have questions about our SMS service, reply with "HELP" to any SMS message you receive, or contact our customer support team at (985) 259-7835.

Privacy Policy

Your phone number will be handled in accordance with our Privacy Policy, available at <https://docs.1up.tech/legal/WebPrivacy.pdf>. We do not sell or share your phone number with third parties except as required by law.

20. Privacy

Information collected through the Website is handled in accordance with our Website Privacy Policy and other applicable privacy notices. By using the Website, you acknowledge that Internet communications and electronic systems inherently involve security and privacy risks.

21. Cookies and Similar Technologies

The Website may use cookies and similar technologies for functionality, security, analytics, preferences, and other legitimate purposes. Additional information regarding these technologies and applicable choices is provided in our Cookie Policy.

22. Changes to These Terms

We may revise these Terms periodically to reflect changes to the Website, our business practices, technology, or applicable requirements. The current version will be posted on the Website with an updated “Last Updated” date. Continued use of the Website after revised Terms become effective constitutes acceptance of the revised Terms to the extent permitted by applicable law.

23. Governing Law

These Terms are governed by the laws of the State of Louisiana, without regard to conflict-of-law principles. To the extent a dispute concerning use of the Website is not governed by another written agreement between you and 1 Up Tech, any judicial proceeding arising from these Terms shall be brought in a court of competent jurisdiction located in Louisiana.

24. Severability

If any provision of these Terms is determined to be invalid or unenforceable, the remaining provisions will remain in effect to the fullest extent permitted by law.

25. No Waiver

Failure by 1 Up Tech to enforce any provision of these Terms does not constitute a waiver of that provision or any other right.

26. Entire Agreement Regarding Website Use

These Terms, together with the Website Privacy Policy and any other policies expressly incorporated by reference, constitute the agreement between you and 1 Up Tech concerning general use of the Website. Separate Service Agreements govern products and services purchased from 1 Up Tech.

27. Contact Information

Questions concerning these Terms may be directed to 1 Up Tech, LLC, P.O. Box 2291, Slidell, Louisiana 70459, by telephone at (985) 259-7835, or through the contact options available at 1up.tech.