Privacy Policy

Confidentiality

Gillware Digital Forensics, LLC (Gillware) agrees, on its own behalf and on behalf of any agents it utilizes to perform Gillware's responsibilities under this Agreement, that the materials and information which Customer provides to Gillware or to which Gillware gains access in the course of performing its responsibilities hereunder including, but not limited to, materials and information relating to software, hardware, technical and systems profiles, documents, records, programs, systems, data, disks, ideas, concepts, theories, designs, approaches, improvements, techniques, methodologies, methods, processes, formulae, procedures, ledgers, files, communications, technical requirements, names, addresses and other identifiers of individuals and business entities, financial information, insurance, and other know-how or information relating to Customer (collectively "Customer Information"), as between the Parties, are the property of Customer, and shall be used and viewed by Gillware only within the scope of its rights and responsibilities under this Agreement, and shall not be otherwise disclosed to third parties by Gillware or any of its agents without Customer's prior written approval.

The confidentiality obligations set forth in this Section shall not apply to information and materials: (1) that are or subsequently become publicly available without Gillware's breach of any duties it owes to Customer or the breach of any confidentiality obligations of any of Gillware's agents or affiliates which are owed to Customer; (2) was known to Gillware prior to Customer's disclosure to Gillware, other than any information or materials obtained from any of Gillware's agents or affiliates which are either subject to confidentiality obligations in favor of Customer from such agents or affiliates of Gillware or fail to fall with the exception categories (1), (2), (3), (4), or (5) described herein; (3) become known to Gillware from a source other than Customer, other than by the breach of an obligation of confidentiality owed to Customer; (4) is independently developed by Gillware without reference to or use of Customer Information; or (5) when client information is found to contain illegal data such as child pornography or information that is detrimental to national security.
unless Customer information is part of a legal proceeding and Customer is a member or representative of law enforcement.

Gillware agrees to use Customer Information only to provide services hereunder and not to use such information for any other purpose.

Business entities, government entities and organizations who employ Gillware Digital Forensics, LLC’s services provide Gillware the right to use for promotional purposes their respective copyright protected logos and/or names. If any such business entity, government entity or organization does not wish to allow Gillware use their respective copyright protected logo and/or name for promotional purposes, Gillware will remove the copyright protected logo and/or name immediately upon request.

Gillware agrees to implement and maintain reasonable and customary security measures to safeguard Customer Information. Such measures shall include, but not be limited to, requiring employees who will have access to such information to agree to the confidentiality requirements of this Section. Parties acknowledge and agree that it may be necessary for Customer to share Customer Information with Gillware in order for Gillware to meet its obligations under this Agreement. With respect to the sharing, use, and protection of Customer Information, Gillware agrees to the following:

To hold in strict confidence Customer Information obtained from Customer during this Agreement. Not to disclose Customer Information, in any form or medium, to any affiliated or non-affiliated person, firm or corporation except as necessary to perform services under this Agreement or as may be required by law. To the extent that Gillware contracts with a third party that obtains Customer Information in order to provide services under this Agreement, Gillware agrees to obtain contractual confidentiality protections to require the third party to hold Customer Information in strict confidence and not disclose it to any person unless required by law. Gillware agrees to return all Customer Information to Customer either upon request or termination of this Agreement. Gillware agrees to comply with applicable privacy laws and regulations including, but not limited to, the Gramm-Leach-Bliley Act, Public Law 106-102 (1999) as set forth in 15 U.S.C.A. § 6801, as amended to comply with applicable changes in such laws and regulations as these occur and become effective.

**Miscellaneous Provisions**

Customer warrants to Gillware Digital Forensics, LLC. that it is the owner of, and/or has the right to be in possession of, all equipment/data/media furnished to Gillware.; and Customer will defend, at its
expense, indemnify, and hold Gillware Digital Forensics, LLC harmless against any damages or expenses that may occur (including reasonable attorneys’ fees), and pay any cost, damages, or attorneys’ fees awarded against Gillware Digital Forensics, LLC, respectively, resulting from Customer’s breach of this section.

This Agreement is intended by the Parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the Parties with respect to the subject hereof. This Agreement may be amended only by a writing signed by the Parties.

The construction, interpretation and enforcement of this Agreement shall be governed by the substantive contract law of the State of Wisconsin without regards to its conflict of law provisions.

Should any part, term, or provision of this Agreement be declared invalid, void, or unenforceable, all remaining parts, terms, and provisions hereof shall remain in full force and effect and shall no way be invalidated, impaired, or affected thereby.

NO WARRANTIES; DISCLAIMER OF ALL WARRANTIES: GILLWARE DIGITAL FORENSICS, LLC MAKES AND CUSTOMER RECEIVES NO WARRANTIES OR CONDITIONS FOR ANY GOOD OR SERVICE, EXPRESS, IMPLIED, STATUTORY, OR IN ANY COMMUNICATION WITH CUSTOMER, AND GILLWARE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ARISING FROM USAGE OF TRADE OR COURSE OF DEALING OR PERFORMANCE.

Terms and conditions

These terms constitute the entire agreement (“Agreement”) between the purchaser of the services described herein (“Customer”) and Gillware Incorporated (“Gillware”). By engaging Gillware to provide the services, Customer agrees to this Agreement.

Services Provided:
Customer engages Gillware and/or its partners or subcontractors to inspect, evaluate, and identify the problem (if not already identified); and/or retrieve, or minimize the damage to, the equipment/data/media; and/or provide other services as may be requested by Customer from time to time.
Independent Contractor

Gillware states and affirms to Customer that it is an independent contractor. It shall have the direction and control of its employees in the provision of services to Customer. Nothing contained in this Agreement shall be construed so as to create a partnership between the Parties or to authorize either Party to act as a general agent of the other Party. Neither Party shall have any authority to make contracts, commitments, statements or representations on behalf of the other Party, except as set forth in this Agreement. Customer understands that Gillware is not acting as an agent of Dell or otherwise on behalf of Dell, and that Dell is not responsible for the services provided pursuant to this Agreement.

Compensation

Customer agrees to pay Gillware all sums authorized from time to time by Customer, which will typically include charges for Gillware services, shipping and insurance (both ways), and actual expenses, if any, for part, media and/or off the shelf software used in the services. Unless otherwise agreed to in advance by Gillware, all such sums are due and payable in advance, by company check, bank money order, or credit card.

Limitation of Liability

Customer acknowledges that the equipment/data/media may be damaged prior to Gillware’s receipt, and Customer further acknowledges that the efforts of Gillware to complete the services may result in the destruction of or further damage to the equipment/data/media. Gillware regrets that it will not assume responsibility for additional damage that may occur to the Customer’s equipment/data/media during Gillware’s efforts to complete the services.

In no event will Gillware Digital Forensics, LLC be liable for any indirect damages whatsoever. Gillware will not be held liable for any damages due to any virus, worm, Trojan horse, etc. The total liability of Gillware to Customer under this Agreement shall in no event exceed the total sums paid by Customer to Gillware.