

Honeywell Sine is now Honeywell Forge Visitor and Contractor Management [LEARN MORE](#)



Visitor and Contractor
Management

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Terms of Use

ANY USE OF AND ACCESS TO THE SINE.CO WEBSITE, SINE MOBILE APPLICATIONS, AND ANY OTHER SERVICES OFFERED (COLLECTIVELY, “SERVICES”) BY SINE (AS DEFINED BELOW) IS CONDITIONED UPON SUCH USER’S ACCEPTANCE OF AND COMPLIANCE WITH THESE TERMS AND CONDITIONS, AS AMENDED FROM TIME TO TIME, AS WELL AS ALL EXHIBITS, ORDER FORMS, AND INCORPORATED POLICIES (COLLECTIVELY, “TERMS”).

BY (1) ELECTRONICALLY CLICKING AND ACCEPTING THESE TERMS, (2) SETTING UP A SINE ACCOUNT OR SINE PROFILE REFERENCING THESE TERMS, (3) EXECUTING AN ORDER FORM REFERENCING THESE TERMS, OR (4) OTHERWISE USING THE SERVICES (EACH A “COMMENCEMENT EVENT”), ALL USERS AGREE TO FOLLOW AND BE BOUND BY THE TERMS. THESE TERMS APPLY TO THE PROVISION AND USE OF THE SERVICES AT ALL TIMES (INCLUDING DURING ANY FREE TRIAL).

IF A USER IS ENTERING INTO THESE TERMS ON BEHALF OF OR AS AN AGENT, EMPLOYEE, OR REPRESENTATIVE OF A COMPANY OR LEGAL ENTITY, THE USER REPRESENTS AND WARRANTS THAT THE USER HAS THE RIGHT, POWER, AND AUTHORITY TO BIND THE COMPANY OR LEGAL ENTITY TO THESE TERMS. IF A USER DOES NOT HAVE SUCH AUTHORITY, OR IF THE USER DOES NOT AGREE TO THESE TERMS, SUCH USER MUST DECLINE AND MAY NOT ACCESS OR USE THE SERVICES. THE SERVICES ARE NOT AVAILABLE TO PERSONS WHO ARE NOT LEGALLY ELIGIBLE TO BE BOUND BY THESE TERMS.

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1. Services

In these Terms, a “User” or “you” means any individual who accesses or uses the Services.

Sine offers workplace software on an “as is” software as a service basis together with various third-party hardware products. Subject to strict compliance with these Terms, Sine provides a User a personal, revocable, non-exclusive, non-assignable, non-transferable, limited license to access and use the Services for User’s internal business purposes only. If User orders Services through a quote, invoice, online enrollment page, or other order form (each an “Order Form”), the Order Form may contain additional terms and conditions regarding the particular Services that you are ordering, and such additional terms and conditions of the Order Form shall be incorporated into these Terms. To the extent there is any conflict between the terms and conditions of an Order Form and these Terms, the Order Form shall take precedence.

2. Software Updates

Sine may, in its sole discretion, without prior notice, update or modify features or components of the Services (including adding new features and/ or functionality) which will then be subject to these Terms. Such updates may be provided via the Services which are downloaded and installed automatically, or which User may be required to upload and install. Updates must only be obtained from Sine, and User agrees to receive, and timely install, such updates.

3. Accounts & Account Information

A. Sine Account Creation.

On User’s written request, Sine may open an account for a User. Once opened, such account will then be the sole responsibility of the User, and Sine is not responsible or

liable for the account or any results of Sine's compliance with directions provided by User in setting-up the account.

B. Eligibility and Account Information.

User affirms that User is at least 18 years of age, a natural person, and otherwise fully competent to enter into and comply with these Terms. To access and use the Services, Users may be required to provide information about themselves, including, but not limited to, a full legal name, email address, and phone number ("Account Information"). All Users agree to provide accurate and complete Account Information, and to keep this information up-to-date. Sine may from time to time contact a User or Site to check or assess the accuracy of an account and/or Account Information. For purposes of these Terms, "Site" means any physical locations registered with Sine where Users may access the Services.

4. Cancellation of Accounts

Sine may, in its sole discretion, with or without notice, cancel or suspend a User's account or refuse to provide Services to any User, and retain Fees previously paid by User, when applicable, if: (a) any User does not comply with these Terms (including failing to make any payment by a due date); (b) Sine receives a judicial, regulatory, or other governmental order or law enforcement request that expressly or by reasonable implication requires Sine to do so; (c) User's continued use would subject Sine to third party liability or a security threat; (d) User's continued use of the Services places Sine at risk of non-compliance with applicable laws or other legal or contractual obligations to which it is subject; or (e) Sine ceases making the Services generally available to third parties.

User may only cancel User's account through the Sine.co website and any Fees paid to Sine are non-refundable. If User elects to cancel User's account, cancellation will not become effective unless and until all Fees owed to Sine in connection with User's account are paid in full. Sine has no obligation to retain any content, information, Personal Data (as defined below), Account Information, or other data uploaded, transmitted, produced, or displayed by a User in using the Services or stored via the Services (collectively, "User Data") following the cancellation of an account by the User or Sine, and Sine is not liable for any loss or damage following or resulting from termination of User's account, including, but not limited to, the deletion of any User Data or any inability to access the same. It is solely the User's responsibility to ensure that any User Data which a User requires following termination is backed-up or replicated before cancellation.

5. Fees

All fees for Services (“Fees”) are charged on a monthly or annual basis (as provided by Sine) with invoices payable at the time of order placement or on the date specified on the invoice, unless otherwise communicated by Sine in writing. Sine may, at its discretion, issue either: (i) a single invoice for all Services and Sites under these Terms, or (ii) multiple invoices for specific Services and/ or Sites under these Terms. Disputes as to invoices must be accompanied by detailed supporting information and are deemed waived if not raised within fourteen (14) calendar days following invoice date. Sine reserves the right to correct any inaccurate invoices. Any corrected invoice must be paid by the original invoice payment due date or the issuance date of the corrected invoice, whichever is later. Unless otherwise agreed, Fees shall be paid by the team administrator and/or by the representative of the company entity utilizing the Services (collectively “Team Admin”). The Team Admin is an individual who activates a trial or has a fee-based account and: (i) is designated “Team Admin” or “Team Administrator” within the Services, (ii) can manage permissions and set workflow capabilities within the Services, and (iii) can establish other collaborator roles in the Services, such as team administrator, site administrator, front desk and security administrator, or reporting user.

All Fees are strictly non-refundable, including for partial months of Services as well as upgrades downgrades, unused, or cancelled Services. All Fees payable by Team Admin shall be paid in full without any set-off, counterclaim, restriction, or condition and free and clear of any tax or other deductions or withholdings of any nature. Fees do not include applicable taxes, including, but not limited to, any applicable import, customs, or other duties or tariffs all of which are Team Admin’s responsibility (excluding taxes on Sine’s income) and payable in addition to the full Fees invoiced by Sine. If applicable to any purchase, Sine may invoice sales and related taxes (e.g. VAT) unless Team Admin provides a valid exemption certificate in advance.

Depending on the selected account and payment frequency, Team Admin may be required to pay Fees by providing a valid credit card number to Sine’s third-party payment processor (the “Payment Processor”). By submitting credit card information to the Payment Processor, Team Admin authorizes and consents to the Payment Processor’s processing of Fees, and any other Personal Data provided to Payment Processor. If Team Admin selects to pay Fees by credit card through Payment Processor, future invoices will be automatically charged to the credit card provided on the due date. To cancel auto-payments, please contact finance@sine.co. If Team Admin is paying by credit card, Team Admin shall provide the Payment Processor all relevant information regarding Team Admin’s credit card prior to the provision of the Services, and Team

Admin represents and warrants that such credit card information is accurate, and that Team Admin is authorized to use such payment instrument. In no event may Team Admin be deemed to satisfy an invoice through a payment by credit card, until the credit card has been charged and fully processed by Payment Processor and the Fees are received by Sine. Sine may, at its discretion, require payment in cleared funds for all hardware to be provided as part of the Services before dispatch.

If Team Admin is delinquent in payment to Sine, Sine may at its option: (a) cancel or suspend Team Admin's account and/or refuse to provide Services to any User until the delinquent amounts and late charges, if any, are paid; (b) assess late charges on delinquent amounts at the lower of 1.5% per month or the maximum rate permitted by law, for each full or partial month; (c) recover all costs of collection, including but not limited to reasonable attorneys' fees; (d) combine any of the above rights and remedies as may be permitted by applicable law. These remedies are in addition to those available at law or in equity. Sine may re-evaluate Team Admin's credit standing by conducting a credit check at any time and modify or withdraw Team Admin's ability to pay by credit card.

If User requests or is required to upgrade User's plan, or if User requests Sine provide the Services to any additional Site(s) or to provide any additional Services or functionality at an existing Site, Sine may do so (in its sole discretion) and the Fees for such upgraded plan, additional Sites, and/or additional Services shall be payable on a pro-rata basis for the remainder of the User's current billing cycle and in full thereafter. Sine may, through Payment Processor, charge such additional Fees to a User's credit card, if one is associated with User's account. Sine may change its Fees at any time, in Sine's sole discretion, by updating the Fees listed on its website and providing Users with fourteen (14) days prior notice. For an existing User, this change will become effective at the start of the User's next billing cycle. Sine is not liable to Users or any third party for any change in its monthly and annual plan Fees. Sine has no obligation to provide Services for which User has not paid.

6. Term & Service Start

These Terms are effective on the date of a Commencement Event and shall remain in force until either Sine or User terminates User's access to the Services, unless otherwise stated in an Order Form.

For all Team Admin accounts, the start date for Services is the date specified on the Order Form or, if no date is specified, the date the invoice for Services is issued by Sine ("Invoice Issuance Date"). Team Admins have immediate access to the Services as of the

Invoice Issuance Date by creating or accessing their Sine account via the Sine.co website. If a Team Admin has paid Fees for Site setup, the Team Admin will receive an invite from Sine to complete a setup questionnaire on or before the Invoice Issuance Date. It is the Team Admin's responsibility to complete the setup questionnaire. The Services' start date will remain aligned to the date specified on the Order Form or the Invoice Issuance Date, as applicable, irrespective of the Team Admin's failure or delay in completing the setup questionnaire.

7. Trials

If a User is carrying out any offered free trial of the Services, the free trial will begin on the day that the User's account is opened and end 30 days later. As soon as the trial period expires, Sine may immediately terminate User's access to the Services, unless User chooses to subscribe to the Services or open a non-trial account. An invoice will automatically become rendered for the Services on the expiry of the trial period for active Users. Notwithstanding the foregoing, Sine may modify or terminate User's right to use trial accounts at any time and for any reason in its sole discretion, without liability to User.

8. Integrations

The Services may contain features designed to interoperate with applications, software, or platforms ("Integration Services") provided by a third party ("Integration Party") via an application programming interface ("API"). User may engage an Integration Party to provide certain Integration Services. User agrees that its use of any Integration Services is subject to a separate agreement between User and the relevant Integration Party, and the Integration Services will be the responsibility of the Integration Party and not Sine. Sine does not warrant or support Integration Services and cannot guarantee their continued security, availability, or performance. Sine is not liable for any direct, indirect, incidental, special, consequential, punitive, or exemplary loss or damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses (even if Sine has been advised of the possibility of such damages), resulting from (i) any change in, fault, interruption or any other issue with the Integration Services or the use of, or the inability to use, the Integration Services; or (ii) any change, fault, interruption or any other issue arising with the Services that is a result of, or contributed to by, the Integration Services or the integration. User must not modify or change any system settings that may alter the design, functionality, or network structure of the Services, including, but not limited to, any cloud server where Services are hosted. User's use of Integration Services may enable the transfer of User Data to the Integration Services from the Services offered by Sine. User is solely responsible for any consequences

resulting from User's decision to utilize any Integration Services, including, but not limited to, any access to or use of User Data by the Integration Services. If Sine permits the Integration Party to integrate its Integration Services with Sine's Services, User acknowledges and agrees that Sine may charge (and the User is liable for) additional Fees in connection with such integration ("Integration Fees"). Any Integration Fees shall be payable in accordance with Clause 5 (Fees), above. The Integration Party is not in any way an agent, employee, partner, or joint venturer of Sine and the Integration Party does not have authority to bind, or purport to bind, Sine or to act for or to incur any obligation or assume any responsibility or liability on behalf of Sine.

9. Services are provided "as is"

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND THE USE OF THE SERVICES IS AT YOUR SOLE RISK. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THESE TERMS, THE SERVICES AND SUPPORT ARE PROVIDED WITH NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SINE EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS INCLUDING MERCHANTABILITY AND FITNESS FOR PURPOSE. SINE DOES NOT WARRANT THAT THE SERVICES OR ANY INFORMATION OBTAINED THEREFROM WILL BE AVAILABLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, OR ERROR-FREE, OR THAT THE SERVICES WILL MEET USER'S SPECIFIC REQUIREMENTS. SINE IS NOT RESPONSIBLE OR LIABLE FOR ANY FAILURE OF THE SERVICES TO ISSUE A PASS (AS DEFINED IN CLAUSE 21 ((PLAN TYPES & FAIR USAGE)), BELOW) OR TO SEND A MESSAGE TO A USER IN ANY CIRCUMSTANCES. FROM TIME TO TIME, SUCH ACTIONS MAY FAIL AND/OR BE DISRUPTED WHICH MAY LEAD TO A FAILURE OF THE SERVICES. THE SERVICES ARE NOT A REPLACEMENT FOR EMERGENCY SYSTEMS INSTALLED AT A SITE. THE SERVICES ARE FOR INFORMATIONAL PURPOSES ONLY. CLIENT AGREES AND ACKNOWLEDGES THAT SINE IS NOT RESPONSIBLE OR LIABLE FOR ANY CLAIMS OR INJURY OF ANY KIND ARISING OUT OF OR RELATED TO YOUR RELIANCE ON INFORMATION CONTAINED WITHIN OR TRANSMITTED THROUGH THE SERVICES.

You acknowledge that Sine may use third party suppliers and service providers to provide necessary hardware, software, networking, connectivity, storage, support, and related technology services required to provide the Services. The acts and omissions of those third parties may be outside of Sine's control, and Sine shall not be liable for any loss or damage suffered as a result of any act or omission of any third party. Notwithstanding



Clause 9, Sine acknowledges that under applicable laws there may be certain statutory guarantees and warranties implied into these Terms in particular

circumstances that cannot be contracted out of (“Statutory Guarantees”) and therefore, to the extent such Statutory Guarantees apply to these Terms, nothing in these Terms purports to modify or exclude such Statutory Guarantees.

10. Liability

To the maximum extent permitted by law, Sine shall not be liable for any indirect, incidental, special, consequential, punitive, or exemplary loss or damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Sine has been advised of the possibility of such damages). Sine’s maximum cumulative and aggregate liability under or in connection with the Services and these Terms shall be limited to direct damages in an amount equal to the Fees paid to Sine by the User for the 12-month period immediately preceding the assertion of any claim. All claims that a party may have against Sine shall be aggregated and multiple claims shall not enlarge the foregoing limit.

11. Indemnity

To the fullest extent permitted by law, User agrees to defend, indemnify, and hold harmless Sine, its affiliates, members, shareholders, directors, officers, licensors, employees, and subcontractors from and against all third-party claims and resulting losses, damages, awards, liability, actions, proceedings, demands, costs and expenses (including reasonable legal costs) arising out of or relating to (i) Users’ use of the Services, (ii) Users’ breach of these Terms, (iii) Sine’s possession, processing, or use of User Data in accordance with this Agreement, or (iv) any allegation that User Data (including Personal Data) and any derivative works thereof infringe the intellectual property rights or any other rights of Sine or any third party.

12. No Illegal or Malicious Use

User must comply with all laws and regulations applicable to User’s use of the Services and User Data, including, but not limited to, data privacy or localization, anti-bribery, and export control laws (i.e., export to embargoed, prohibited, or restricted countries or access by prohibited, denied, or designated persons), and User’s rights to use the Services is subject to such compliance. No User may use the Services for any illegal or unauthorized purpose, and no User may upload or produce any information or content that is in breach of or otherwise infringes any confidentiality obligation or is (or has the potential to be) defamatory, fraudulent, misleading, obscene, pornographic, dangerous, or otherwise unlawful or tortious. For purposes of FARs, DFARs, and access by governmental authorities in the United States, as applicable, the Services and User Data

are “commercial computer software”, “commercial computer software documentation” and “restricted data” provided to User under “Limited Rights” and “Restricted Rights” and only as commercial end items.

Users may only access the Services through the interface provided by Sine and must not use the Services for any malicious means, or to abuse, harass, threaten, intimidate, or impersonate any other User of the Services. User must not use, must not assist others to use, and must ensure any of its authorized Users do not use the Services for purposes of, or in connection with: (i) making alterations to the Services; (ii) reverse engineering, making machine code human readable, or creating derivative works or improvements; (iii) interfering with the security, integrity, availability, or operation (including probing, scanning or testing the vulnerability of any security measures or misrepresenting transmission sources) of the Services or of any services, systems, or networks provided by any of Sine’s third party service providers; (iv) creating, benchmarking, or gathering intelligence for a competitive offering; (v) infringing another’s intellectual property or other proprietary rights; (vi) employing the Services in hazardous environments requiring fail-safe performance where failure could lead directly or indirectly to personal injury or death or property or environmental damage; or (vii) any use that would reasonably be expected to cause liability or harm to Sine or Sine’s customers or breach the Terms. Any violation of the restrictions set forth in this Clause 13 shall constitute a material breach of the Agreement. Sine has the right, but not the responsibility, to monitor usage. If User becomes aware of any violation of these Terms in connection with use of the Services, please contact Sine immediately.

13. Reference to Your use of Sine

From time to time, Sine may refer to you as a customer on the Sine.co website. If you do not wish for your use to be disclosed on the website, please let Sine know and Sine will remove the reference.

14. Intellectual Property

User agrees that Sine or its licensors own all right, title, and interest, including all intellectual property rights, proprietary rights, and moral rights, throughout the world, in and to the Services, including, but not limited to, any software made available to User, and all derivative works, modifications and improvements thereto (collectively, “Sine IP”), and that these Terms do not transfer to User any rights in the Sine IP, all of such rights are retained by Sine or its licensors and are Sine or its licensor’s Confidential Information.

Sine claims no intellectual property rights in relation to the User Data uploaded by the User in using the Services. However, User agrees that Sine shall own all intellectual property rights that are: (i) developed through processing or analyzing User Data (excluding User Data itself, but including data derived from User's use of the Services); or (ii) generated through support, monitoring, or other observation of Users' use of the Services. Further, User agrees, by uploading the User Data, User grants Sine, its affiliates, and other members of the global network of Sine businesses the right to access and use the User Data as necessary to provide, maintain, improve, or support the Services or as necessary to comply with applicable laws. The operation and performance of the Services is Sine's Confidential Information. If User provides any suggestions, comments, or feedback regarding the Services, User hereby assigns to Sine all right, title, and interest in and to the same without restriction. Users shall not remove, modify, or obscure any intellectual property rights notices on the Services.

15. User Data

User agrees that User is responsible and liable for all activity that results from or relates to (i) User's use of the Services, and, (ii) all information and content (including User Data) uploaded, transferred, produced, or otherwise used by, on behalf of, or at the request of User. User represents and warrants that User has the right to upload the User Data to Sine and that such use does not violate or infringe upon any rights of a third party. Users have sole responsibility for obtaining all consents and permissions (including providing notices to Users or third parties) and satisfying all requirements necessary to permit Sine's use of User Data in accordance with these Terms. User is responsible for properly configuring and using the Services and otherwise taking appropriate action to secure, protect, and backup User Data. Although Sine has no responsibility to monitor User Data, Sine reserves the right to delete User Data, with or without notice to User, if such User Data violates these Terms or any law, if required by governmental authorities, to avoid or limit liability to Sine or third parties, or to protect the security of our systems.

16. Sine Branding

No User may publish or use Sine's brand, trademark, or logos except with Sine's prior written consent.

17. Hardware

Hardware includes any tablets, stands, wireless devices, or any other equipment being supplied as part of the Services ("Hardware"). The Order Form will specify the location of every for Hardware. Hardware exported to User will be in accordance with INCOTERM

FCA User with the named place/forwarder indicated in an Order Form. Any delivery dates provided are estimates. Risk of loss or damage passes to User upon delivery to the named place/forwarder indicated on the Order Form. It is User's responsibility to pay for all shipping, handling, customs, insurance, and similar charges incurred by Sine in shipping the Hardware to User, unless otherwise specified by Sine. Sine reserves the right to ship the Hardware to User freight collect. User may not cancel or defer delivery of the Hardware after Sine has accepted the Order Form without Sine's written approval, which may be subject to User's payment of cancellation and other charges. Sine does not warrant the suitability or performance of any Hardware being supplied as part of the Services and is not responsible for any unauthorized access to, loss, theft, destruction, breakage, failure, or improper use of the same. All Hardware ships with all applicable warranties, notices, and licenses, including end-user license agreements, from the Hardware manufacturer. Upon the sale of Hardware to a User, Sine will provide each User with a bill of sale or other receipt that states the date of sale, the Hardware serial number(s), and the address of the location where the sale occurred.

Any hardware supplied by Sine to a User for any trial period and retained by User for more than 30 days after the date of dispatch, will be charged to the User at the standard fee for such Hardware, shall not be returnable for any reason whatsoever, and User will pay for such Hardware in accordance with Clause 5 (Fees), above. Hardware may only be returned in like new condition prior to the expiry of 30 days from the date of shipment to User.

18. System Requirements

Some elements of the Services will require the User's equipment and networks meet certain technical levels ("System Requirements"). Sine takes no responsibility for problems associated with or arising from an inability to access, receive, or use the Services due to equipment, network, or internet speed not meeting the System Requirements.

19. Technical Support & Malfunctions

Sine will use commercially reasonable efforts to maintain, support, and promptly address (during normal business hours) technical issues that arise in connection with the Services and make the Services available 99% of the time 24x7x365 subject to scheduled downtime, routine and emergency maintenance, and force majeure.

Maintenance and support excludes Integration Services or other third-party device or application set up unless stated in an applicable Order Form. However, Sine will not be responsible or liable for any issues, problems, unavailability, delay, security incidents,

loss, or damage arising from or related to: (i) conditions or events reasonably outside of Sine's control; (ii) a cyberattack; (iii) the public internet and communications networks; (iv) data, software, hardware, services, telecommunications, infrastructure or networking equipment not provided by Sine or acts or omissions of third parties retained by User; (v) User's negligence or failure to use the latest version of the Services or follow published documentation; (vi) modifications or alterations not made by Sine; (vii) loss or corruption of data; (viii) unauthorized access via User's credentials; or (ix) User's failure to use commercially reasonable administrative, physical and technical safeguards to protect User's systems or data or to follow industry-standard security practices. Each User agrees that Sine's support team may access their account from time to time in order to diagnose and fix problems when required as part of a support ticket raised by a User or as otherwise required to maintain and provide the Services.

20. SMS & Data Usage

The Services allow notifications to be sent via SMS, email, and push notifications to the Sine mobile app. SMS can also be generated by individual messaging to a User. Team Admins are provided with sufficient SMS usage to fulfil the standard number of User notifications based on typical and bona fide account usage in good faith. Any excessive or malicious usage or usage deemed to be outside the ordinary course of business shall incur additional SMS costs or suspension of the Services. Accurate emails or mobile numbers must be provided for the notifications to operate correctly.

If Sine provides 4G or other data plans, these data plans and charges are estimates only and are subject to further charges if usage exceeds the plan levels provided. Any data allowance is for the Sine Service **ONLY** and does **NOT** include Apple iOS and Android updates which if downloaded may incur further charges by Sine as incurred by the data providers Sine utilizes (which further charges will then be passed on to the Team Admin).

21. Plan Types & Fair Usage

Sine provides plan types for each Site based on estimated average check-in volumes per day for all User types visiting the Site. If the average of the check-in volumes per day for a Site over any 30-day period exceeds such estimate, Sine may contact the Team Admin to require the Team Admin upgrade to a larger plan type for that Site. If the Team Admin does not accept this upgrade request, Sine may suspend or terminate the Services (in which case, any Fees paid in advance for the Services are non-refundable). In this Clause, the term "check-in" includes any point-in-time record of a User's visit to a Site, including records of a User's access to and rejection from a Site, (a "Pass") created for any User on Sine system via web, tablet, API, or mobile device.

22. Account Security & Privacy

Users are responsible for maintaining the security of their account, usernames, Hardware, and passwords. In operating User's account, Users must: (i) maintain strict confidentiality of usernames, passwords, or other credentials; (ii) not sell, transfer, sublicense, or otherwise allow others to use their usernames, passwords, or other credentials or access their account; and (iii) immediately notify Sine of any unauthorized use or breach of security related to a User's account. Sine will not be liable and User is solely responsible for any loss, damage, costs, or liabilities that may result from any failure by any User to keep User's account, username, or password secure; however, Sine may use rights management features (e.g., lockout) to prevent unauthorized use of the Services.

Sine will use commercially reasonable administrative, physical, and technical safeguards to protect User Data and follow industry-standard security practices. Sine may process information that is recognized under applicable law as "personal data" or equivalent terms ("Personal Data"). Sine collects, holds, uses, and discloses such Personal Data in accordance with its Privacy Policy at: <https://www.sine.co/privacy/>, which you acknowledge and accept and which shall form part of these Terms. At all times, a User must comply (including providing any required notices and obtaining any required consents) with all applicable privacy laws and data protection laws which may be in force from time to time in relation to the User's collection, use, holding and disclosure of personal information for the Services and any other information and content uploaded or produced by or at the request of a User in using the Services.

If Sine processes Personal Data on your behalf, Sine shall do so in accordance with the Data Processing Terms found at: <https://www.sine.co/dataprocessing/> which shall form part of these Terms. By accepting these Terms, User agrees to be bound by Sine's Data Processing Terms as if fully incorporated herein.

If you use the Services to collect vaccination records, symptom history, temperature, or other similar data, you acknowledge that the Services are not intended to diagnose, prevent, or stop diseases, injuries, fatalities, or health conditions of any kind. Nothing contained in the Services is or should be considered, or used as a substitute for, medical diagnosis or treatment. The Services do not constitute the practice of medicine or any medical or professional health care advice, diagnosis, or treatment.

23. Confidentiality



Each User agrees in relation to the Confidential Information of Sine to: (a) protect the Confidential Information using the same degree of care, but no less than reasonable care, as the User uses to protect User's own Confidential Information, (b) use the Confidential Information solely for the purposes of complying with User's obligations and exercising User's rights under these Terms; (c) disclose the Confidential Information to its affiliates, employees, and service providers, who are bound to substantially similar obligations of confidentiality and have a need to know, solely to the extent necessary for User to comply with its obligations and exercise its rights under these Terms; and (d) not disclose the Confidential Information or allow it to be disclosed to any third party, without Sine's written request, except as required by law, regulation, rule, Court order or government or regulatory authority (provided the User provides prior notice to Sine and reasonable opportunity to contest or limit disclosure, unless legally prohibited from giving notice). Each User will be responsible for any breaches of the confidentiality obligations by its affiliates, employees, or service providers.

For the purpose of this Clause 24, "**Confidential Information**" means all non-public, confidential, or proprietary information disclosed by Sine to User, whether orally or in writing, in performance of these Terms that is designated confidential or that reasonably should be understood to be confidential given the content, nature of the information, and/or the circumstances of disclosure, including, but not limited to, information of a technical, financial, or commercial nature, and all intellectual property of Sine. Confidential Information excludes information that: (a) was already known to User without restriction; (b) is publicly available through no fault of User; (c) is rightfully received by User from a third party without a duty of confidentiality; or (d) is independently developed by User.

24. Assignment, Waiver & Severability

User shall not, without the prior written consent of Sine, assign, transfer, or subcontract any of its rights or obligations under these Terms. Sine may at any time assign, transfer, or subcontract any of its rights or obligations under these Terms.

No failure or delay in exercising any right hereunder shall constitute a waiver of such right. Except as otherwise provided, remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of these Terms is held to be unenforceable, illegal, void, or contrary to law, such provision shall be modified and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms shall remain in full force and effect.

25. Use of the Services for Regulatory Compliance

If a User uses, or attempts to use, the Services to comply with any law, regulation, government or regulatory authority policy, rule, decree, direction, or lawful request, and/or similar obligation that may apply to the User (a “Compliance Obligation”), such use is at User’s own risk and it is (and remains) User’s (and not Sine’s) responsibility to ascertain and comply with such Compliance Obligation(s), and Sine makes no warranty or representation as to any Compliance Obligation(s) or that the use of its Services by the Client will satisfy any Compliance Obligation(s). Sine has no responsibility or liability in connection with User’s use of the Services to comply with any Compliance Obligation or any other matters relating thereto.

26. Interpretation and Amendment

In these Terms, a party includes that party’s successors and permitted assigns; a reference to any statute or instrument includes all statutes, subordinate legislation, or instruments amending, modifying, consolidating, re-writing, re-enacting, or replacing them and a reference to a statute includes all subordinate legislation and instruments made under that statute; a reference to “include” and “including” are to be construed without limitation; words or expressions importing the singular include the plural and vice versa, and words or expressions denoting individuals include corporations, firms, unincorporated bodies, government authorities, and instrumentalities; where a word or expression is defined or given meaning, if another grammatical form has a corresponding meaning, that word or expression should be read to include that other grammatical form; if a party comprises one or more persons, these Terms shall apply to such persons jointly and severally; a provision of these Terms shall not be construed to the disadvantage of a party merely because the party was responsible for the preparation of these Terms or the inclusion of the provision in these Terms.

Sine as used in these Terms means Sine Group Pty Ltd A.C.N. (“SGP”), any successor-in-interest or subsequent affiliate of SGP, or any member of the global network of sine businesses.

Sine may amend or modify these Terms at any time. Sine will make commercially reasonable efforts to notify Users of any material changes to these Terms. User’s continued use of the Services after any changes have been made to these Terms constitutes User’s consent and agreement to those changes. Users should therefore check these Terms regularly. New versions of these Terms will be dated according to the date on which they took effect.

27. Sanctions

User is not (i) named on the U.S. Department of the Treasury's Office of Foreign Assets Control's ("OFAC") list of "Specially Designated Nationals," the "Sectoral Sanctions Identifications List," or other economic sanctions lists issued pursuant to governmental authorities (each a, "Sanctions List"), (ii) owned or controlled by one or more persons named on a Sanctions List, or (iii) organized under, resident in, or physically located in a jurisdiction subject to sanctions administered by OFAC, the U.S. Department of State, or similar authority (including, at the time of writing, Cuba, Iran, North Korea, Syria, and the Crimea region). User is in compliance with, and will continue to comply with, all sanctions laws, including, but not limited to, those administered by OFAC, the U.S. Department of State, the European Union, or the United Kingdom ("Sanctions Laws"). User will not take any action nor involve any sanctioned persons or group of sanctioned persons in any capacity, directly or indirectly, in any part or performance of this Agreement or otherwise transfer any Sine Services, products or technology to a person named on a Sanctions List. User will not take any action that would cause Sine to be in violation of Sanctions Laws. Any failure of User to comply with this provision is a material breach of the Agreement. User agrees that Sine may take any and all actions required to ensure full compliance with all Sanctions Laws without Sine incurring any liability.

28. Governing Law & Jurisdiction

These Terms and any dispute, controversy, difference, or claim arising out of or relating to it ("Dispute") will be governed by the substantive laws of the jurisdiction listed below, without regard to conflicts of laws principles, and excluding the United Nations Convention on the International Sale of Goods of 1980 (and any amendments or successors thereto): (a) if User is formed or principally located or domiciled in any country in North, Central, or South America (including United States, Canada, Mexico, Brazil etc.), the laws of the State of New York, USA will govern these Terms and any Dispute, and User agrees that all Disputes will be finally resolved by a panel of three arbitrators in accordance with the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association, with New York, New York as the place of arbitration; or (b) if User is formed or principally located or domiciled in any other country, the laws of England and Wales will govern these Terms and any Dispute, and User agrees that all Disputes will be finally resolved by a panel of three arbitrators in accordance with the Rules for Arbitration of the International Chamber of Commerce, with London, England as the place of arbitration. The language of all arbitrations will be English. Judgment upon any award rendered by the arbitrators identified may be entered in any court having jurisdiction. Such award will be payable in the currency of the invoice

or Order Form. Until the award is entered, either party may apply to the arbitrators for injunctive relief and/or seek from any court having jurisdiction, interim or provisional relief if necessary, to protect the party's rights or property. The parties agree that any claims will be adjudicated on an individual basis, and each expressly waives the right to participate in any action, lawsuit, or proceeding as a class or collective action, joint action, private attorney general action, or any other proceeding in which any party acts or proposes to act in a representative capacity.

29. Webhook Rights and Restrictions

Sine makes Sine webhooks ("**Sine Webhooks**") available to Users, so Users can enable the conveyance of data from Sine's Offerings to software applications complementary to Sine's Offerings. Subject to payment of agreed fees and strict compliance with Sine's Terms and Conditions of User located at: <https://www.sine.co/terms/> (the "Terms"), Sine grants User a revocable, non-exclusive, non-assignable, non-transferable right to use and perform the features and functions of the Sine Webhooks solely for the purposes of allowing User to create and use software ("**Authorized Third Party Software**") designed to receive an authorized number of notifications, such as notices of Users' check-in/check-out, invitations, queries, or operating commands from Sine's Offerings in order to access or retrieve data from Sine's Offerings and initiate a designated process within the Authorized Third Party Software (the "**Webhook Rights**").

User's Webhook Rights commence when User uses any portion of the Sine Webhooks and, unless earlier terminated, continues for so long as the Sine Webhooks remain compatible with Sine's Offering. User's employees and agents may exercise the Webhook Rights provided that User must bind such employees and agents to the Terms and the terms and conditions of this Webhooks Rights and Restrictions clause and are responsible for their compliance with it, including any breach by them and their acts and omissions.

User may not, without Sine's prior permission, (a) reverse engineer, copy, modify, sublicense, sell, distribute, or create derivative works of the Sine Webhooks; (b) perform, publish or release any penetration or vulnerability assessments, benchmarks or other comparisons regarding the Sine Webhooks; (c) use Sine's trademarks, service mark, logos without Sine's express written permission; (d) access or use or allow direct or indirect access or use of the Sine Webhooks for development, provision, or use of a competing software service or product; or (e) disclose any source code of which User becomes aware. User must not modify or change any system settings that may alter the design, functionality, or network structure of Sine's Offerings.

THE SINE WEBHOOKS ARE PROVIDED AS IS, AND THE USE OF THE SINE WEBHOOKS ARE AT USER'S SOLE RISK. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE TERMS OR THIS WEBHOOKS RIGHTS AND RESTRICTIONS CLAUSE, THE SINE WEBHOOKS ARE PROVIDED WITH NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SINE EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS INCLUDING MERCHANTABILITY AND FITNESS FOR PURPOSE. SINE DOES NOT WARRANT THAT THE SINE WEBHOOKS OR ANY INFORMATION OR DATA OBTAINED THEREFROM WILL BE AVAILABLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, OR ERROR-FREE, OR THAT THE SINE WEBHOOKS WILL MEET USER'S SPECIFIC REQUIREMENTS. USER IS SOLELY RESPONSIBLE AND LIABLE FOR ANY ACTIVITIES RESULTING FROM OR RELATING TO (1) USER'S ACCESS TO OR USE OF THE SINE WEBHOOKS AND (2) ALL INFORMATION OR DATA TRANSFERRED, PRODUCED, OR OTHERWISE ACCESSED OR USED AS A RESULT OF USER'S USAGE OF THE SINE WEBHOOKS.



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