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# WINDY CITY WIRE DEVELOPER PORTAL API TERMS AND CONDITIONS

**Effective Date:** Apr 07, 2026

**Company:** Windy City Wire, Bolingbrook, Illinois (“Windy City Wire,” “WCW,” “we,” “us,” or “our”)

## OVERVIEW

These Terms and Conditions (“Terms”) govern access to and use of the Windy City Wire developer portal, application programming interfaces, related documentation, sample code, credentials, and associated services (collectively, the “APIs”) by any customer, partner, developer, or other entity (“Customer,” “you,” or “your”).

By accessing or using the APIs, you agree to be bound by these Terms. If you are accepting these Terms on behalf of a company or other legal entity, you represent that you have authority to bind that entity.

## 1. PURPOSE AND SCOPE

The APIs are provided exclusively to approved Customers for integrating their internal systems and applications with Windy City Wire eCommerce services, strictly for legitimate business purposes authorized by WCW.

Your use of the APIs is governed by these Terms, as well as any applicable master agreement, purchase agreement, credit agreement, website terms, privacy notice, documentation, implementation guides, and other written policies or requirements from WCW. If there is a conflict, the relevant commercial agreement with WCW will take precedence unless these Terms specifically state otherwise.

## 2. LICENSE GRANT

Provided you comply with these Terms, WCW grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the APIs and accompanying documentation solely for the following purposes:

1. For your internal business purposes;
2. To develop, test, and support integrations with WCW systems; and
3. In accordance with the documentation and any usage limits or security requirements set by WCW.

No rights are granted except as expressly stated in these Terms.

## 3. ELIGIBILITY AND ACCOUNT RESPONSIBILITY

You may use the APIs only if:

- You are a current WCW customer or authorized integration partner;
- You have been issued valid credentials, tokens, keys, or other access methods by WCW; and
- Your use complies with all relevant laws, regulations, and these Terms.

You are responsible for:

- All activity conducted using your credentials;
- Maintaining the confidentiality and security of your credentials;
- Limiting access to authorized personnel only; and
- Notifying WCW immediately if you suspect unauthorized access, misuse, or a security incident involving the APIs or your credentials.

## 4. ACCEPTABLE USE

You must not, and must not allow any third party to:

- Use the APIs for unlawful, fraudulent, misleading, or abusive purposes;
- Access or use the APIs beyond authorized usage, rate limits, or scope;
- Reverse engineer, decompile, disassemble, or attempt to derive source code, trade secrets, or underlying structure of the APIs, except where prohibited by law;
- Circumvent authentication, security controls, or access restrictions;
- Interfere with or disrupt the APIs, WCW systems, servers, or networks;
- Scrape, cache excessively, mirror, republish, or resell API content or data unless expressly authorized in writing;
- Introduce malware, viruses, harmful code, or malicious requests;
- Use the APIs in a way that competes with WCW or enables a third party to do so;
- Use the APIs to build a substantially similar product or service; or
- Share credentials across unrelated entities or with unauthorized third parties.

## 5. DATA USE AND RESTRICTIONS

Any data, pricing, inventory, product details, order information, account information, or other information made available through the APIs (“WCW Data”) may be used only as necessary to support your authorized business relationship with WCW.

You must not:

- Use WCW Data for benchmarking, competitive analysis, or public display without WCW’s prior written consent;
- Modify or misrepresent WCW Data in a manner that is false, misleading, or harmful to WCW or its customers;

- Retain WCW Data longer than reasonably necessary for the permitted purposes, except as required by law or legitimate business records retention policies; or
- Disclose WCW Data to third parties except to your authorized service providers who are bound by written confidentiality and security obligations at least as protective as these Terms.

You are solely responsible for verifying the accuracy of data before relying on it for ordering, pricing, fulfillment, or customer-facing decisions. WCW may update, correct, or remove data at any time.

## 6. CUSTOMER SYSTEMS AND SECURITY

You are responsible for your own systems, applications, infrastructure, and integration environment. You agree to implement and maintain reasonable administrative, technical, and physical safeguards designed to:

- Protect API credentials and WCW Data;
- Prevent unauthorized access, use, disclosure, alteration, or destruction;
- Ensure secure transmission and storage of data; and
- Promptly detect and respond to security incidents.

WCW may require specific security controls, including IP allowlisting, token rotation, encryption, minimum authentication standards, or audit logging, as a condition of access.

## 7. PERSONAL INFORMATION

If the APIs provide access to personal information, each party must comply with applicable privacy and data protection laws regarding its own collection, use, storage, disclosure, and processing of such information.

You must not use the APIs to transmit sensitive personal information to WCW unless expressly authorized in writing and supported by the applicable API documentation and security requirements.

## 8. USAGE LIMITS AND OPERATIONAL CONTROLS

WCW may establish and modify technical requirements, rate limits, call thresholds, sandbox restrictions, maintenance windows, or other operational controls at any time to protect the performance, security, or integrity of its systems.

WCW may monitor API usage to ensure compliance with these Terms, prevent abuse, maintain system stability, and improve services.

## 9. CHANGES TO APIS

WCW may change, suspend, restrict, or discontinue any API, endpoint, feature, field, authentication method, or documentation at any time, with or without notice.

When reasonably practicable, WCW will attempt to provide notice of material changes. You are responsible for maintaining compatibility with the current version of the APIs and reviewing updated documentation.

WCW is not liable for any costs, losses, or damages resulting from API changes, deprecations, or discontinuation.

## 10. SUPPORT

Unless otherwise agreed in writing, WCW is not obligated to provide support, maintenance, uptime commitments, service levels, or error correction for the APIs. Any support provided is at WCW's discretion and may be changed or withdrawn at any time.

## 11. INTELLECTUAL PROPERTY

The APIs, documentation, WCW Data, portal content, and all related technology, content, trademarks, logos, and materials are and remain the exclusive property of WCW and its licensors.

Except for the limited license expressly granted in these Terms, no ownership rights or other rights are transferred to you.

You retain ownership of your applications and systems, excluding any WCW materials or derivative works of WCW materials.

## 12. FEEDBACK

If you provide suggestions, enhancement requests, recommendations, or other feedback regarding the APIs or developer portal, WCW may use such feedback without restriction or obligation to you.

## 13. CONFIDENTIALITY

Any non-public information disclosed by WCW in connection with the APIs—including documentation, credentials, technical specifications, pricing, roadmaps, and WCW Data—is confidential.

You agree to:

- Protect WCW confidential information using at least reasonable care;
- Use it only for the purposes authorized under these Terms; and
- Not disclose it except to personnel and contractors who need to know and are bound by confidentiality obligations.

These obligations do not apply to information that is publicly available without breach, already lawfully known, independently developed without use of confidential information, or lawfully received from a third party without restriction.

## 14. SUSPENSION AND TERMINATION

WCW may suspend or terminate your access to the APIs immediately, with or without notice, if:

- You violate these Terms;
- WCW believes your use poses a security risk or may harm WCW, its customers, or its systems;
- Your business relationship with WCW ends or changes;
- Required fees remain unpaid under any applicable agreement; or

- WCW decides to discontinue access in its business discretion.

Upon suspension or termination, you must immediately stop using the APIs and, upon request, delete or return WCW confidential information and WCW Data, except where retention is required by law.

## 15. DISCLAIMERS

THE APIS, DOCUMENTATION, DEVELOPER PORTAL, AND ALL RELATED MATERIALS ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WCW DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, AVAILABILITY, AND UNINTERRUPTED OR ERROR-FREE OPERATION.

WCW DOES NOT WARRANT THAT THE APIS WILL MEET YOUR REQUIREMENTS OR THAT ANY DATA OR RESULTS OBTAINED THROUGH THE APIS WILL BE COMPLETE, ACCURATE, OR CURRENT.

## 16. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WCW SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, BUSINESS OPPORTUNITY, OR GOODWILL, ARISING OUT OF OR RELATED TO THESE TERMS OR THE APIS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WCW’S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE APIS OR THESE TERMS SHALL NOT EXCEED THE GREATER OF: (A) ONE HUNDRED U.S. DOLLARS (\$100), OR (B) THE AMOUNTS PAID BY YOU TO WCW SPECIFICALLY FOR ACCESS TO THE APIS DURING THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

## 17. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless WCW, its affiliates, and their respective officers, directors, employees, and agents from and against any third-party claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of or related to:

- Your use of the APIs;
- Your applications, systems, or integrations;
- Your violation of these Terms;
- Your violation of applicable law; or
- Your infringement or misappropriation of any third-party rights.

## 18. EXPORT AND COMPLIANCE

You agree to comply with all applicable import, export, sanctions, and trade compliance laws and regulations in connection with your use of the APIs and any related data or technology.

## 19. GOVERNING LAW AND VENUE

These Terms are governed by the laws of the State of Illinois, without regard to conflict of law principles. Any legal action relating to these Terms must be brought exclusively in the state or federal courts located in Illinois, and each party consents to the jurisdiction and venue of those courts.

## 20. MODIFICATIONS TO THESE TERMS

WCW may update these Terms at any time by posting revised Terms on the developer portal or by other means of notice. By continuing to use the APIs after the effective date of updated Terms, you accept the revised Terms.

## 21. GENERAL

These Terms constitute the entire agreement between you and WCW regarding the APIs unless superseded by a separate written agreement. If any provision is held unenforceable, the remaining provisions will remain in full force and effect. Your rights and obligations under these Terms may not be assigned without WCW's prior written consent. WCW may assign these Terms in connection with a merger, acquisition, corporate reorganization, or sale of assets.

## 22. CONTACT

Questions regarding these Terms or API access should be directed to:

**Windy City Wire**

**Marketing**

marketing@windycitywire.com