

API Terms of Service

Please read these Terms carefully. By requesting an API key for the Rewiring America API and using the API, you're agreeing to these Terms. This is a legal agreement. *Note: if your Legal department requires modifications to these terms, please email us first.*

These API Terms of Service (the "Agreement") grant rights from Rewiring America, a non-profit affiliate of Windward Fund ("us" or "we" or "Rewiring America") with a business address at 1828 L Street NW, Suite 300C, Washington, DC 20036 to you, the API Customer ("you" or "API Customer") and is effective on the date that an API key is granted to you ("Effective Date").

1. SERVICE AND THE API

Rewiring America offers the Website and the API (collectively, the "Service" or "Rewiring America"). The API is available directly from us ("API") and the Website is offered through rewiringamerica.org and affiliated web properties (the "Website"). The Website hosts tools and content that help individuals understand the financial, health, and climate benefits of electrification, which consists of removing fossil fuel-fired appliances in favor of electric alternatives or generating on-site renewable energy. The Website hosts electrification planning tools including a calculator ("Calculator") that allows users to estimate their eligibility for government- or utility-funded electrification subsidies under the Inflation Reduction Act and various other federal, state, and local provisions ("Incentives"). The API allows you to connect to the logic behind the Calculator and other Website planning tools from within your website or service ("Integration") so that you can surface information directly within the context of your service ("Results") to your users ("Users"). The Service is owned and operated by Windward Fund LLC ("Rewiring America," "Company," "we," or "us"). Windward Fund LLC, Rewiring America, and their affiliates and investors are the Team. This Agreement grants rights to the API.

We may change any of the Terms by posting revised Terms of Use on our Website or by sending an email to the last email address you gave us (if we have one). The new Terms will be effective immediately and apply to any continued or new use of Rewiring America, unless you are an account holder and you terminate your account within 10 days and cease use of the Service. We may change the Service or any features of the Service at any time including the API. Changes to this Agreement are addressed below.

2. RIGHTS

2.1. Proprietary Rights Owned by Us

You must respect our proprietary rights in the Website and the software used to provide the Service (proprietary rights include patents, trademarks, service marks, and copyrights).

2.2. Proprietary Rights Owned by You

You represent and warrant that you either own or have permission to use all of the material you offer in connection with our API. You retain ownership of any materials you provide to us in connection with the Service. We may use or disclose your materials only as we describe in these Terms.

2.3. Privacy Policy

We retain the right to access and use your information as it relates to your use of Rewiring America for quality control reasons. We retain the right to use your company's name and mark in partner lists unless you explicitly opt out. We will not sell, share, or otherwise disclose your information, data you process through Rewiring America, or information about your usage to a third party (other than our service providers) unless we are required to by law enforcement. Our privacy policy is available [here](#).

3. RULES AND ABUSE

3.1. General Rules

If you use our API, you'll comply with our API Guidelines and Acceptable Use Policy below. If you violate any of these rules, then we may suspend or terminate your

account. Use of our API means that you understand these Terms, the API Guidelines, and the Acceptable Use Policy and agree to comply.

3.2. Reporting Abuse

If you think anyone is violating any of these Terms, please notify us immediately.

3.3. Bandwidth Abuse and Throttling

We may throttle your sending or connection through our API at our discretion or for the reasons laid out in section 7.2.

3.4. Compliance with Laws

You represent and warrant that your use of Rewiring America, including the data you upload and how you acquired that data, will comply with all applicable laws and regulations. You're responsible for determining whether our Service is suitable for you to use in light of any regulations or other laws. If you're subject to regulations (like HIPAA or GLBA) and you use our Service, then we won't be liable if our Service doesn't meet those requirements. Our Service is directed to Users and API Customers in the United States. You may not use our Service for any unlawful or discriminatory activities, including acts prohibited by the Federal Trade Commission Act, Fair Credit Reporting Act, Equal Credit Opportunity Act, or other laws that apply to commerce.

3.5. Permitted Usage; Usage Restrictions

Provided your usage of Rewiring America and the way you acquired, uploaded, and use the data is in compliance with all applicable laws (including but not limited to those listed in section 4.4), there are no additional restrictions on how data from Rewiring America is used or stored by Users, provided the license for the underlying data permits it. We use reasonable efforts to determine that our underlying data sources permit replication, but you take responsibility for ensuring your usage complies with our sources' licenses. All Results are provided solely for Users' noncommercial use. You understand that we make no guarantees about fitness for a particular purpose, and that you take on full responsibility for your and your users' usage of Service and data derived from the Service (such as the Results).

3.6. U.S. Export Controls

The software that supports the Service including the API (the "Software") is subject to United States export controls. None of the Software may be downloaded or otherwise exported or re-exported in violation of United States export laws. You're downloading and using the Software at your own risk.

4. LIABILITY

4.1. Limitation of Liability

To the maximum extent permitted by law, you assume full responsibility for any loss that results from your (and your users') use of the Service. **We and our Team won't be liable for any indirect, punitive, special, or consequential damages under any circumstances, even if they're based on negligence or we've been advised of the possibility of those damages. Our total liability for all claims made about the Service in any year will be no more than what you paid us for the Service for the year before the claim was made (and if no fee was paid, then \$500).**

4.2. No Guarantee of Results

All the information returned in Results by the API or presented by the Website (including the Calculator) is for educational purposes only. It is not intended to provide specific investment or tax guidance. We don't guarantee the accuracy of the tool and suggest that Users consult with their tax advisor regarding their individual situation and consult with the administering institution about eligibility for any rebate or non-tax incentive.

4.3. No Warranties

To the maximum extent permitted by law, we provide the material on the Website and the Service AS IS. That means we don't provide warranties of any kind, either express or implied, including but not limited to warranties of merchantability, noninfringement, title, satisfactory quality, and fitness for a particular purpose.

4.4. Indemnity

You agree to indemnify and hold us and our Team harmless from any losses (including attorney fees) that result from any claims you make that aren't allowed under these Terms due to a "Limitation of Liability" or other provision. You also agree to indemnify

and hold the Team harmless from any losses (including attorney fees) that result from third-party claims that you or someone using your password did something that, if true, would violate any of these Terms.

4.6. Attorney Fees

If we file an action against you claiming you breached these Terms and we prevail, we're entitled to recover reasonable attorney fees and any damages or other relief we may be awarded.

4.7. Equitable Relief

If you violate these Terms then we may seek injunctive relief (meaning we may request a court order to stop you) or other equitable relief.

4.8. Disclaimers

We and our Team aren't responsible for the behavior of any linked websites or other users.

5. FINE PRINT

5.1. Notice to U.S. Government End Users

The Software and Website, including all documentation, are "Commercial Items," as that term is defined at 48 C.F.R. §2.101, and consist of "Commercial Computer Software" and "Commercial Computer Software Documentation." The Commercial Computer Software and Commercial Computer Software Documentation are licensed to U.S. Government end users:

- 1) only as Commercial Items,
- 2) with the same rights as all other end users, and
- 3) according to the Terms

Published and Unpublished rights are reserved under the copyright laws of the United States. Manufacturer is Windward Fund LLC.

5.2. Assignments

You may not assign any of your rights under this agreement to anyone else. We may assign our rights to any other individual or entity at our discretion.

5.3. Choice of Law

California's laws, except for conflict of laws rules, will apply to any dispute related to these Terms or the Service. Any dispute related to the Terms, the Privacy Policy, or the Service itself will be decided by the state and federal courts in San Francisco County, California, and each party will be subject to the jurisdiction of those courts.

5.4. Force Majeure

We won't be held liable for any delays or failure in performance of any part of the Service, from any cause beyond our control. This includes, but is not limited to, acts of God, changes to law or regulations, embargoes, war, pandemics, epidemics, terrorist acts, riots, fires, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, unusually severe weather conditions, and acts of hackers or third-party internet service providers.

5.5. Survivability

Even if this Agreement is terminated, the following sections will continue to apply: Proprietary Rights Owned by Us, Proprietary Rights Owned by You, Compliance with Laws, Limitation of Liability, No Warranties, Indemnity, Choice of Law, Severability, and Entire Agreement. In addition, all Terms regarding API customers and account holders will also continue to apply.

5.6. Severability

If it turns out that a section of this Agreement isn't enforceable, then that section will be removed or edited as little as necessary, and the rest of the Terms will still be valid.

5.7. Interpretation

The headers are provided only to make this agreement easier to read and understand. The fact that we wrote these Terms won't affect the way this Agreement is interpreted.

5.8. Amendments and Waiver

Amendments or changes to these Terms won't be effective until we post revised Terms on the Website. That aside, additional terms may apply to certain features of the Service (the "Additional Terms"). The Additional Terms will be considered incorporated

into these Terms when you activate the feature. Where there's a conflict between these Terms and the Additional Terms, the Additional Terms will control. If we don't immediately take action on a violation of these Terms, we're not giving up any rights under the Terms, and we may still take action at some point.

5.9. Further Actions

You'll provide all documents and take any actions necessary to meet your obligations under these Terms.

5.10. Notification of Security Breach

In the event we are aware of a meaningful security breach that may affect you, we'll notify you of the breach and provide a description of what happened as required by law.

5.11. Notices

Any notice to you will be effective when we send it to the last email or physical address you gave us or posted on our Website. Any notice to us will be effective when delivered to us via email.

5.12. Entire Agreement

This Agreement, the Terms (which are hereby incorporated by reference for any use of our Website), and our Privacy Policy (all of which are incorporated into these Terms by reference), and any Additional Terms you've agreed to, make up the entire agreement and supersede all prior agreements, representations, and understandings, unless you have signed an alternate agreement with Windward Fund LLC that expressly overrides these Terms.

5.13. Feedback

You hereby grant Windward Fund LLC and its affiliate Rewiring America a perpetual, irrevocable, worldwide license to use any Feedback (as defined below) you communicate to us during the Term, without compensation, without any obligation to report on such use, and without any other restriction. Our rights granted in the previous sentence include the right to exploit Feedback in any and every way, as well as the right to grant sublicenses. Notwithstanding any terms between us, such as in an

NDA, Feedback will not be considered your Confidential Information. ("Feedback" refers to any suggestion or idea for modifying any of our products or services, including without limitation all intellectual property rights in any suggestion or idea.)

5.14. Terms

Use of the terms "include" and "including" are meant to be inclusive and mean "include without limitation" or "including without limitation."

6. API USE

6.1 Eligibility

In order to use the API, you must:

- 1) be at least 18 years old and able to enter into contracts;
- 2) complete the registration process;
- 3) agree to the Terms;
- 4) provide true, complete, and up-to-date contact information.

You represent and warrant that you meet all the requirements listed above and that you won't use the Service in a way that violates any laws or regulations. Rewiring America may refuse service, close accounts of any API Customers, and change eligibility requirements and terms at any time.

6.2 Term

The Term begins on the date you submit the form to sign up for access to the Service and continues as long as you use the Service. Clicking the button and entering your email address means that you've officially "signed" the Agreement. If you "sign" the Agreement on behalf of a company or other entity, you represent and warrant that you have the authority to accept these Terms on its behalf.

6.3 Closing Your Access

You or Rewiring America may terminate this Agreement at any time and for any reason. We may suspend our Service to you and revoke your API key and account at any time, with or without cause. Even if you've paid a fee, we won't refund or reimburse you if there is cause, like a violation of the terms of this Agreement. Once terminated, we may permanently delete your account and any information about you.

If you don't access the API for 12 or more months, or we receive a bounceback that your email is no longer in service, we may treat your account as "inactive" and permanently delete your API key, the account, and all the data associated with it. You can request deletion of your account by emailing us at api@rewiringamerica.org.

6.4 Account and Password

In the event you set up an account name and password in connection with the Service, you're responsible for keeping them confidential. You're also responsible for any account that you have access to, whether or not you authorized the use. You'll immediately notify us of any unauthorized use of your accounts or API keys. We're not responsible for any losses due to stolen or hacked passwords or secrets not in our possession. We don't have access to your current password, and for security reasons, we may only reset your password. You can email us to do so.

6.5 Account Disputes

We don't arbitrate disputes over who owns an account. You won't request access to or information about an account that's not yours, and you'll resolve any account-related disputes directly with the other party. We decide who owns an account based on the contact information listed for that account.

7. API GUIDELINES

7.1. Application and Certification

You will only be able to access the Rewiring America API using a valid API key. Provide details of your organization and your proposed use to us through the form linked on our [API page](#). If we approve your use, we'll send you a key via email and indicate our approval. Any material changes in use require pre-approval by emailing api@rewiringamerica.org. We may revoke your certification by providing you notice by email at any time.

7.2. Spam and Abuse

You'll follow all documentation we provide for the APIs and adhere to the acceptable use policy below. You won't attempt to hack or change the way the Service functions. We may monitor your use of the APIs for compliance with these rules and throttle your

use of the APIs, deny you access to the API, or shut down your Integration if you try to go around or exceed the limitations we set.

7.3. Privacy

You'll respect the privacy of your Users. Your Integration must display a privacy policy for Users, detailing the information you'll collect from them when they use the Service.

7.4. Ownership

We own all worldwide rights, titles, and interest in the Service and the API, including all intellectual property rights, marks, code, and features. You won't infringe or copy our code, design, or content. Any rights not expressly granted by this policy are withheld, so if you don't see it here, then it's not a right we're giving you. You own all worldwide rights, titles, and interest in the Integration, except for the API, our marks, and the Service, including all intellectual property rights. If you give us comments about the API or the Service, we may copy, modify, create derivative works, display, disclose, distribute, and use that feedback without any obligation to compensate you.

7.5. Use of Marks

You may not alter or remove any proprietary notices in our API or content. If you want additional rights to use our name or logo other than the attribution required below in our Acceptable Use Policy, please contact us. If you use our marks to create your logo or name, you hereby assign any goodwill and other rights to us at no expense.

7.6. Representations and Warranties

You represent and warrant that you'll maintain all the licenses required for your Integration, and that your Integration won't violate any law or regulations in any way.

7.7. Disclaimer

To the maximum extent permitted by law, we provide the Service, including the API, **AS IS**. That means we don't provide warranties of any kind, either express or implied, including merchantability, noninfringement, title, satisfactory quality, and fitness for a particular purpose.

7.8. Updates

We may update or modify the API and these Guidelines, Terms, and Acceptable Use Policy from time to time by posting the changes on this site or notifying you via email. These changes may affect your use of the API or the way your Integration interacts with the API. If we make a change that's unacceptable to you, you should stop using the API. Continued use of the API means you accept the change.

7.9. Confidentiality

You may have access to confidential, proprietary, and non-public information specific to the API ("Confidential Information"). You may use this information only to use and build with the API. You won't disclose the Confidential Information to anyone without our written consent, and you'll protect the Confidential Information from unauthorized use and disclosure in the same way you'd protect your own confidential information.

7.10. Indemnification

You'll indemnify and hold us and our Team harmless from any losses (including attorney fees) that result from third-party claims that relate to your use of the API or your users' use of the Service.

7.11. Our Relationship

These Guidelines and the Acceptable Use Policy are part of our Terms. This policy doesn't create or imply any partnership, agency, or joint venture.

8. ACCEPTABLE USE POLICY

API Customers must:

- Credit "Rewiring America" and link clearly and prominently to www.rewiringamerica.org alongside any information from our API that you present in your app, site, product, or service
- Abide by rate limits and request quotas. By default these are 500 requests/minute and 100,000 requests/day. We may choose to increase these on request or by separate agreement
- Not systematically copy data from our API or cache results for more than 24 hours. Talk to us if you have specific needs for bulk access or retention.
- Handle API keys with care and rotate any key that you believe may have been made public.

- Include a link to these Terms clearly and conspicuously to your users of the Service via the API or otherwise ensure you provide your users enforceable terms that are equally protective of us as these Terms.

9 CONTACT

For technical questions, contact us at api@rewiringamerica.org. For any notices under this Agreement, use the information in the header of this Agreement.