

TERMS AND CONDITIONS

(Last Updated March 1, 2012)

W&T Seafood Corp. (sometimes referred to herein as the “Company”), is the developer of www.wtseafood.com (this “Website”), and is granting you access to the Website and the information and materials on this Website (together, the “Materials”). You are granted only a limited license to use the Website and Materials, as set forth in the [Legal Notices](#) section of this Website.

By using this Website, you agree to be bound by these Terms and Conditions (the “Terms”). Capitalized terms are defined in these Terms. You may receive a copy of these Terms by emailing us at: admin@wtseafood.com and indicating on the subject line “Request Copy of Terms”. These Terms constitute a legal and binding agreement.

IF YOU DO NOT ACCEPT THESE TERMS OF USE, YOU ARE NOT PERMITTED TO USE THE WEBSITE.

SERVICES PROVIDED

The Website is a venue for showcasing information on W&T Seafood Corp., the Company’s product offerings, events and promotions. The information provided is intended to facilitate the sale and usage of our products and to educate the general public about shellfish farming and the seafood industry.

The Company makes no effort to review the information provided by users for any purpose, including but not limited to accuracy, legality or non-infringement.

Based on the information you provide, the Company may present information relating to our product offerings, as well as third party products or services. However, the Company is not providing you any advice. The Company is not responsible for the products and services offered by or on third-party sites. For more information on third party products and services, see the Section entitled [Links and References to Third Parties’ Products and Services](#).

FOR PERSONAL USE ONLY

This Website and the Materials are designed for personal use by persons age 18 or older, and is principally designed for residents of the United States. We may in the future have information on our Website for persons in other countries.

By using the Website and the Materials, you represent and warrant that you have the right, authority and capacity to abide by all of the terms and conditions set forth in these Terms and that you will abide by all of them.

RESTRICTION OF ACCESS TO MINORS

This Website and the Materials may not be appropriate for minors. To prevent or limit your children's access to such materials, a number of parental control protections (such as computer hardware, software or filtering services) are commercially available. We will not knowingly collect information from minors, as stated in our [Privacy Policy](#). You are entirely responsible for your children's use of the Internet to access this Website and the Materials and to access any of our products and services.

NO PROFESSIONAL ADVICE RENDERED

In publishing this Website, W&T Seafood Corp. is providing information on W&T Seafood Corp., the Company's product offerings, events, and promotions. The Website is intended only to assist you in purchasing and using our products and to provide educational information about seafood.

W&T Seafood Corp. believes that seafood and shellfish are part of a healthy diet, but the Company in no way is providing users any medical, dietary or other health advice. For nutritional and medical advice, users should consult a professional dietician, physician or other appropriate health care provider.

SERVICE FEATURES

Some of the features of the Website and Materials may not be available to you. The Company, in its sole discretion, determines what features are available and may add or discontinue any features of the Website at any time or make certain Materials available or discontinue access to certain Materials at any time. In addition, W&T Seafood Corp. shall not be liable to you for any change, removal, or discontinuance of any software, service, promotion or promotional discount, vouchers or coupon codes, which it may undertake in its sole discretion.

BLOCKING OF IP ADDRESSES

In order to protect the integrity of the Website and the Materials, the Company, in its sole discretion, reserves the right at any time to block members from certain IP addresses from accessing the Website and the Materials.

LINKS AND REFERENCES TO THIRD PARTIES' PRODUCTS AND SERVICES

W&T Seafood Corp. does not directly sell any products through this Website. Sale of products to customers is subject to any applicable terms associated with product delivery and a credit agreement. Links to access third party websites, outside of this Website, are provided for visitors' information and convenience only. Unless otherwise indicated, the companies operating such third party websites are not affiliated with the Company. Most links to third party websites will open in a new window or tab. The Company does not have any control over any of the content of such third party websites accessible through this Website, even if our name or our logo appears in connection with others' websites.

Our inclusion of links to third parties' websites does not imply any association with these third party websites' operation or any endorsement or approval of the services, merchandise, materials or content available from or through these third parties' websites.

When accessing third party websites, a user is obligated to become familiar with the user agreement and privacy policies of such websites.

The Company has no partnership, joint venture, employer-employee, or franchisor-franchisee relationship with any merchant accessible through the Website. The Company may receive a fee or other remuneration for any purchases you make from third party merchants' websites accessible through this Website, including, but not limited, in connection with third party events or classes which we may sponsor. Notwithstanding any remuneration or fee we may receive, the Company is not responsible for your usage of, or failure to use, such third party merchants' products or services.

The Company cannot confirm that any particular third party merchant is who that merchant claims to be. The Company cannot confirm the truth or accuracy of any statements made by such third party merchants or control whether those merchants, who post statements through banners on this Website or otherwise, will act in accordance with those statements. The Company will not get involved in any dispute between users of this Website and any third party merchants whose products and services are accessible through this Website.

YOUR USE OF ANY THIRD PARTY PRODUCTS AND SERVICES ACCESSIBLE THROUGH THIS WEBSITE IS SUBJECT TO THE CAPITALIZED LANGUAGE SET FORTH BELOW REGARDING DISCLAIMERS OF WARRANTIES AND LIMITATIONS ON LIABILITY. PLEASE CAREFULLY REVIEW THOSE PROVISIONS.

CANCELING YOUR SUBSCRIPTION TO OUR MAILING LIST

If you no longer want to be a on our mailing list after signing up, you may cancel your subscription by clicking the "unsubscribe" button at the bottom of the email, or by replying to the email and writing "unsubscribe" in the body of the reply email, or by writing to us at admin@wtseafood.com and writing "unsubscribe" in the body of the email.

YOUR INFORMATION IN OUR SYSTEM

Please note that removal from our active database may not result in complete removal of your information from our systems, as we reserve the right to preserve your information for any lawful purpose. We may retain certain information associated with your account for analytical purposes and recordkeeping integrity, as well as to prevent fraud, collect any fees owed, enforce these Terms, take actions we deem necessary to protect the integrity of the Website, protect our users or take other actions as required or permitted by law.

Please also note that removal from our active database will not automatically result in removal of your information from any third party's product or service that you may have accessed through this Website. To remove information from a third party's database, you

will need to contact such third party directly. Please refer to our [Privacy Policy](#) for further information.

RESPECTING OUR INTELLECTUAL PROPERTY RIGHTS

You agree to respect the Company's intellectual property rights for the Website and the Materials. Please refer to the [Legal Notices](#) section of this Website for more information on our intellectual property rights.

RIGHTS YOU GIVE US TO USE YOUR INFORMATION AND IDEAS

All information and content you enter into this Website or otherwise provide to the Company, including, but not limited to, any blog comments, ideas, feedback, suggestions and other creations by you for this Website (collectively, "Your Submissions") will continue to be yours; you will retain all intellectual property and other ownership rights in and to Your Submissions. However, you agree to provide to the Company (and its successors and assigns) a license for Your Submissions as set forth below. Please note, however, that you will not become a recognized contributor to our Website by making such submissions. Recognition of Your Submissions is solely at our discretion and except as required by our [Privacy Policy](#), the Company has no obligation to keep Your Submissions confidential.

For all of Your Submissions, you grant the Company (and its successors and assigns) a non-exclusive, world-wide, irrevocable, fully paid, royalty free, perpetual license (with the right to sublicense through multiple tiers) in and to all rights you have in and to Your Submissions, including, but not limited to, the rights to use, copy, transmit, publish, promote, publicly display, publicly perform, adapt, modify, create compilations and derivative works of, and distribute Your Submissions directly or in connection with the Website and the Materials and any products and services offered by the Company or any of its licensees or sublicensees. Such license shall apply with respect to any form, media or technology now known or later developed.

You are free to license Your Submissions to anyone else in addition to us, provided that you do not provide such persons or entities an exclusive license for Your Submissions. This license will last forever, even after you have terminated your membership or other interaction with the Company. The Company does not have to pay you for the use of Your Submissions now or in the future.

In connection with the rights granted by you to the Company as set forth above, you represent and warrant to the Company that you own your Submissions or otherwise have the right to make this grant of this license and that the submission of Your Submissions and the grant of this license will not infringe or violate the rights of any third party, including, but not limited to, contract rights, the rights of privacy or publicity or copyrights or other intellectual property rights. You agree to pay for all royalties, fees and any other monies owing any person or entity by reason of the submission of Your Submissions to or through this Website.

IF YOU DO NOT WANT THE COMPANY TO BE ABLE TO USE YOUR SUBMISSIONS, DO NOT PROVIDE YOUR SUBMISSIONS TO THE COMPANY.

If you believe that Your Submissions in which you have a valid copyright interest are being misused, you may have certain rights provided by law. See the section entitled Digital Millennium Copyright Act found in our Legal Notices section of this Website.

For more information about our rights to use Your Submissions and our intellectual property rights in and to this Website and the Materials, please review our Legal Notices section.

LEGAL NOTICES AND PRIVACY POLICY

You agree to be bound by all the terms set forth in the Legal Notices, Privacy Policy and Payments Policy sections of this Website.

PROHIBITED CONDUCT

You agree that you will not use this Website or the Materials or any of our products and services to:

1. Upload, post, email, otherwise transmit, or post links to any content, or select any user name or email address, that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, pornographic, libelous, invasive of privacy or publicity rights, hateful, or racially, sexually, ethnically or otherwise objectionable;
2. Upload, post, email, otherwise transmit, or post links to any content that promotes illegal activity, including, but not limited to, posting instructions to commit illegal acts;
3. Upload, post, email, otherwise transmit, or post links to any content that exploits the images of minors, or that discloses personally identifying information belonging to minors; make any sexual request on behalf of a minor or make any sexual request of a minor; or harm minors in any other way;
4. Upload, post, email, otherwise transmit, or post links to any unsolicited or unauthorized mass mailing, advertising, promotional materials, “junk mail,” “spam,” “spim” “chain letters,” “pyramid schemes,” or any other form of solicitation through this Website, to the Company or to any of the Company’s patrons;
5. Upload, post, email, otherwise transmit, or post links to any content that infringes any patent, trademark, service mark, trade secret, copyright or other intellectual property or proprietary rights of the Company or of any other party, or that contributes to inducing or facilitating such infringement, including, but not limited to, software piracy;
6. Upload, post, email, otherwise transmit, or post links to any content that contains software viruses, worms, trojan horses, time bombs, trap doors or any other computer code, files or programs or repetitive requests for information designed to interrupt,

destroy or limit the functionality of any computer software or hardware or telecommunications equipment or to diminish the quality of, interfere with the performance of, or impair the functionality of this Website or any of the Company's and our patrons' hardware or software;

7. Upload, post, email, otherwise transmit, or post links to any content that you do not have a right to transmit under any law or regulation or are prohibited from so transmitting under contractual or fiduciary relationships;

8. Remove any copyright, trademark or other intellectual property or proprietary rights contained on this Website or the Materials;

9. Use automated means, including scripts, spiders, robots, crawlers, or the like to download data from any of the Company's databases or any of our patrons' databases or send comments or messages through the Website;

10. Employ misleading email addresses or falsify information in the header, footer, return path, or any part of any communication, including, but not limited to, emails, transmitted through this Website, to the Company or to any of the Company's patrons;

11. Collect or store personally identifying information about our patrons for commercial or unlawful purposes; or display any advertisement on your profile or accept payment or anything of value from a third person in exchange for you performing any commercial activity on or through the Website, including, but not limited to, posting blogs with a commercial purpose;

12. Utilize this Website and the Materials if you are under 18 years of age or if you are otherwise for any reason ineligible to so utilize the Website and the Materials;

13. Impersonate any person or entity, including, but not limited to, a representative of the Company; or falsely state or otherwise misrepresent your affiliation with a person or entity, including, but not limited to, the Company;

14. Interfere with or disrupt the servers or networks connected to this Website, or disobey any requirements, procedures, policies or regulations of networks connected to this Website;

15. Purchase or use any products or services, including, but not limited to, membership services, that you are prohibited from using, purchasing or possessing by any law applicable to you in the United States or in your jurisdiction, if you reside outside the United States or otherwise access the products and services outside of the United States;

16. Act in an abusive, obscene, profane, sexist, threatening, harassing, racially offensive or other inappropriate manner with any of the Company's representatives; or disobey any of the Company's representatives or interfere with any action by any of our representatives to redress any violation of these Terms;

17. “Frame” or “mirror” any part of the Website or Materials without the Company’s prior written authorization;

18. Use any meta-tags or code or other devices containing any reference to the Company or the Website and Materials in order to direct any person to any other website or service for any purpose;

19. Advertise, offer for sale, or sell any of the following items, through this Website, to the Company or to any of the Company’s patrons:

- a. Any firearms, explosives or weapons;
- b. Any food that is not packaged or does not comply with all laws governing the sale of food to consumers by commercial merchants;
- c. Any alcoholic beverages;
- d. Any tobacco products for human consumption, including, but not limited to, cigarettes and cigars;
- e. Any sexual act; or any escort services;
- f. Any events, concerts, performances or parties, whether or not such activities are free of charge;
- g. Any items that are indecent or obscene, that are hateful or racially, sexually, ethnically or otherwise objectionable, that contain child pornography, that are otherwise pornographic in nature, or that are harmful to minors;
- h. Any controlled substances or pharmaceuticals;
- i. Any items that are counterfeit or stolen;
- j. Any dangerous items;
- k. Any goods or services that do not exist;
- l. Any registered or unregistered securities;
- m. Any sweepstakes or contest;
- n. Any items that violate or infringe the Company's or any other party’s rights; and
- o. Any items that you do not have the legal right to sell;

20. Behave inappropriately on-line or off-line with any of our representatives or customers;
21. Upload, post, email, or otherwise transmit, or post links to any content that facilitates hacking; or hack into the Company's databases or administration features or any of the Company's or its members' accounts or email accounts;
22. Copy, modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Website or cause others to do so, including, but not limited to, the content, interactive features, tools, or technology of the Website in any format without an express written license from W&T Seafood Corp.;
23. Solicit passwords or personally identifying information for commercial, unlawful or otherwise improper purposes from other users; and
24. Access the Website and Materials or purchase or use any of our products and services, including, but not limited to, a membership, after access to the Website, the Materials and any of our products and services has been terminated by us for violations of these Terms or any of our other policies.

Should you violate these Terms or any other of the Company's policies, the Company reserves the right to pursue any and all legal and equitable remedies against you, including, but not limited to, discontinuing service to you and recovering through legal proceedings damages that you have caused the Company. The Company is not required to give you any notice prior to pursuing such remedies except as may be required by law.

If you are aware of any violations of these Terms by any of our users, please write to us at admin@wtseafood.com put in the subject line "Report Violation of Company's Policies." The Company will endeavor to investigate the alleged abuse issue; the Company will determine in its sole discretion how to respond to complaints against any member, except as may be required by law.

SPECIAL RULES FOR BLOGS

We encourage users to post comments in the Blog section of the Website. All of the terms set forth in these Terms apply to the blogs, including any postings users make. In addition to other restrictions set forth in these Terms, those posting to the blogs must also not:

- A. Make posts to the wrong blog posting;
- B. Make off-topic posts to blogs; or
- C. Cross-post the same topic or information in multiple blog postings.

Whatever name you use to post your comments, whether it is real or fictional, will be posted with your blog posting. If you do not want your real name to appear in your blog posting, do not use your real name.

Note also that you cannot come back and edit your blog postings after you have made them, so take care in what you choose to post.

OUR RIGHT TO DELETE CONTENT YOU POST

You understand and agree that the Company may review and delete any blog comments in whole or in part, or any other information and content that you post, that is, in the sole judgment of the Company, in violation of this Agreement, is illegal, that might violate the rights of or threaten other members or which the Company determines, in its sole and absolute discretion, is inappropriate.

The Company assumes no responsibility for monitoring the Website and Materials for inappropriate postings or other content or conduct and will have no liability for failure to delete any inappropriate postings or other content or to intervene in respect of inappropriate conduct, except as may be required by law.

Notwithstanding the foregoing and notwithstanding any monitoring the Company may actually do and any deletions the Company may make or decline to make, the Company assumes no responsibility for the postings or other content, any conduct of the users or other inappropriate actions and has no obligation to delete any inappropriate postings or other content or to intervene in respect of inappropriate conduct, except as may be required by law.

Inclusion or removal of any postings or other content does not imply endorsement by the Company of such ideas and information contained in the postings or other content provided by users.

RESPONSE TIME

The Company makes reasonable efforts to respond to questions, requests and other inquiries from users. The Company shall have no liability for failure to respond within any specific period or otherwise, except as may be required by law.

GOVERNING LAW

The law governing these Terms shall be that of the State of New York located in the United States, without regard to conflicts of law principles.

When you utilize this Website and the Materials, you agree that, for all purposes connected with this Website and the Materials, you are interacting with a United States company. The Company does not intend to be bound by any jurisdiction's laws outside of the United States. Laws in the United States may be more or less protective than the laws of your country, if you are located outside of the United States. Please refer to the sections entitled For Personal Use Only, Export Controls, Complaints And Disputes, and Limitations On Liability for more information on the application of United States law to

the Company's activities, including, but not limited to, providing the Website and Materials to you.

EXPORT CONTROLS

This Website and the Materials are further subject to United States export controls. The Website and the Materials may not be downloaded or otherwise exported or re-exported in violation of U.S. export laws. Downloading information from or otherwise using the Website and Materials is at your sole risk.

INDEMNIFICATION

By using the Website and the Materials, purchasing or using any products or services provided to you by the Company or submitting any of Your Submissions to the Company, you agree to indemnify and hold harmless the Company and its parents, subsidiaries, affiliates, successors and assigns and any and all of their members, shareholders, principals, directors, officers, managers, employees, independent contractors, licensors, licensees, sublicensees, agents and representatives from and against any and all losses, claims, damages (indirect, consequential, exemplary, incidental, special or punitive), awards, expenses, attorneys' fees, costs, penalties or injuries incurred by the Company and its parents, subsidiaries, affiliates, successors and assigns and any and all of their members, shareholders, principals, directors, officers, managers, employees, independent contractors, licensors, licensees, sublicensees, agents and representatives arising from your use of the Website and the Materials; your purchase or use of any products or services provided to you by the Company; your submission of Your Submissions to the Company; or a breach of these Terms, including, but not limited to, any of your representations and warranties.

RELEASE

You hereby agree to release the Company and its parents, subsidiaries, affiliates, successors and assigns, and any and all of their members, shareholders, principals, directors, officers, managers, employees, independent contractors, licensors, licensees, sublicensees, agents and representatives from and against any and all losses, claims, damages (indirect, consequential, exemplary, incidental, special or punitive), awards, expenses, attorneys' fees, costs, penalties or injuries of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, that you may have against any or all of them arising out of or in any way related to your use of the Website and Materials, your purchase or use of any products and services provided to you by the Company; or your submission of Your Submissions to the Company.

TECHNICAL FAILURES

The Company is not responsible for any (1) technical failures, malfunctions, traffic congestion on the Internet or other problems you may encounter in connection with your usage of the Website and the Materials, including, but not limited to, any email problems; any problems with telephone network or lines, any wireless system, any cable connection or other connection allowing access to the Website and the Materials; any problems with computer networks, servers or providers used to access the Website and the Materials; or any problems with computer equipment or software; (2) any damages resulting from any

of the foregoing, including, but not limited to death, bodily injury, emotional distress or property damage to users or to computers used by such users as a result of accessing the Website and the Materials.

LIMITATION OF ACTIONS

YOU ACKNOWLEDGE AND AGREE THAT, REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION YOU MAY HAVE ARISING OUT OF, OR RELATING TO, YOUR USE OF THE WEBSITE AND THE MATERIALS OR ANY OF OUR PRODUCTS AND SERVICES, MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES, OR FOREVER BE BARRED.

NO WARRANTIES

W&T SEAFOOD CORP. PROVIDES THE WEBSITE AND THE MATERIALS ON A STRICTLY “AS IS” BASIS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED (IN CONNECTION WITH THE WEBSITE AND THE MATERIALS, IN ANY COMMUNICATION WITH THE COMPANY OR ITS REPRESENTATIVES , ANY WEBSITE WHICH MAY BE ACCESSED BY A LINK FROM THIS WEBSITE AND ANY OF THE PRODUCTS OR SERVICES OFFERED BY THE COMPANY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. TO THE EXTENT ANY STATUTORILY MANDATED WARRANTIES MAY BE DISCLAIMED, W& T SEAFOOD CORP. INTENDS HEREBY TO DISCLAIM ANY AND ALL OF THEM.

SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. IN THAT EVENT, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO 60 DAYS FROM THE DATE OF USE OR SUBSCRIPTION, AS APPLICABLE. HOWEVER, SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

USERS ACKNOWLEDGE THAT ANY RELIANCE ON REPRESENTATIONS AND WARRANTIES PROVIDED BY ANY THIRD PARTY SHALL BE AT THEIR OWN RISK.

THE COMPANY IS NOT RESPONSIBLE FOR ANY INCORRECT OR INACCURATE CONTENT POSTED ON THE WEBSITE AND IS NOT RESPONSIBLE FOR ANY INCORRECT OR INACCURATE CONTENT CAUSED BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH THIS WEBSITE.

THE COMPANY DOES NOT REPRESENT OR WARRANT THAT YOUR USE OF THE WEBSITE AND MATERIALS AND THE PRODUCTS AND SERVICES OFFERED BY THE COMPANY WILL BE SECURE, UNINTERRUPTED, ALWAYS AVAILABLE OR ERROR FREE, OR WILL MEET YOUR REQUIREMENTS, OR THAT ANY DEFECTS WILL BE CORRECTED. THE COMPANY MAKES NO GUARANTEES OF ANY SPECIFIC RESULTS. THE COMPANY DISCLAIMS LIABILITY FOR, AND NO REPRESENTATION OR WARRANTY IS MADE WITH RESPECT TO, CONNECTIVITY, AVAILABILITY, ACCURACY, TIMELINESS AND COMPLETENESS.

THE WEBSITE AND MATERIALS ARE DESIGNED TO OPERATE AND PROVIDE INFORMATION WITH THE UNDERSTANDING THAT W&T SEAFOOD CORP. AND ITS SUPPLIERS ARE NOT ENGAGED IN RENDERING ANY MEDICAL, DIETARY OR OTHER HEALTH ADVISE ADVICE AND ARE NOT ENGAGED IN RENDERING ANY LEGAL ADVICE. IF SUCH ADVICE OR OTHER EXPERT ASSISTANCE IS REQUIRED, THE SERVICE OF A COMPETENT PROFESSIONAL SHOULD BE SOUGHT. W&T SEAFOOD CORP. EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE WEBSITE AND MATERIALS WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS, OR WILL ASSIST WITH, GUARANTEE OR OTHERWISE ENSURE COMPLIANCE WITH ANY APPLICABLE LAWS OR REGULATIONS.

LIMITATIONS ON LIABILITY

THE COMPANY'S LIABILITY IS LIMITED IN RESPECT OF YOUR USE OF THIS WEBSITE AND THE MATERIALS AND IN RESPECT OF ANY OF OUR PRODUCTS AND SERVICES. UNLESS THE JURISDICTION IN WHICH YOU RESIDE LIMITS THE COMPANY'S ABILITY TO LIMIT ITS LIABILITY, THE COMPANY WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, FAILURE OF INVESTMENTS, REDUCTION IN ASSETS, LOST PROFITS OR LOSS OF BUSINESS, ARISING FROM YOUR USE OF THE WEBSITE OR THE MATERIALS OR ANY OF OUR PRODUCTS AND SERVICES, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU ACKNOWLEDGE THAT THE COMPANY HAS NO INTENTION TO BE BOUND BY LAWS OUTSIDE OF THE UNITED STATES AND AGREE THAT NO LAW OF ANY JURISDICTION OUTSIDE OF THE UNITED STATES SHALL HAVE ANY APPLICATION TO YOUR USE OF THE WEBSITE AND THE MATERIALS OR YOUR USE OF ANY OF OUR PRODUCTS AND SERVICES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS, THE COMPANY'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL, AT ALL TIMES, BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO THE COMPANY FOR YOUR USE OF THE WEBSITE AND THE MATERIALS OR ANY OF THE COMPANY'S PRODUCTS OR SERVICES.

THESE LIMITATIONS WILL ALSO APPLY TO ANY OTHER PERSON, INCLUDING, BUT NOT LIMITED TO, ANY OF THE USER'S HEIRS CLAIMING RIGHTS DERIVED FROM THE USER'S RIGHTS.

COMPLAINTS AND DISPUTES

To resolve a complaint regarding your usage of the Website and Materials, you should first contact our Customer Service Department. You may write to us at admin@wtseafood.com and put in the subject line "Complaint", except that matters involving abuses by or members should be reported to admin@wtseafood.com and put in the subject line "Report Violation of Company's Policies." For more information above reporting abuse, see the section above entitled Reporting Abuse.

For any complaints between you and the Company that cannot be resolved through an informal complaint resolution process or other disputes that you may have with the Company, you and the Company agree to submit to the exclusive jurisdiction of the courts of the State of New York, Kings County and/or the U.S. District Court for Eastern District of New York for any disputes arising hereunder, except as otherwise set forth below. You and the Company hereby waive any objection they may now or hereafter have as to the venue of any such suit, action or proceeding brought in such court or that such court is an inconvenient forum.

Unless the Company consents, no claim may be brought as class action, combined or consolidated with any other proceeding, nor may any claim be pursued in a representative capacity or on behalf of a class.

HEADINGS

The headings in these Terms are inserted for convenience only and shall not be used to define, limit or describe the scope of these Terms or any of the obligations set forth in them. The singular shall include the plural, and vice versa, as the context requires.

NO WAIVER

The failure of the Company to enforce at any time any of the provisions of these Terms, or to require at any time performance by you or any other patron of any of its provisions, shall in no way be construed to be a waiver of any such provision or the right of the Company to enforce each and every provision in accordance with the Terms. The waiver by the Company of any of the provisions of the Terms shall not operate or be construed as a waiver of any subsequent breach. No provision of these Terms may be waived by the Company unless in writing.

SEVERABILITY

The invalidity of all or any part of any provision of these Terms shall not render invalid the remainder of such provision or any other provision of these Terms. If any provision of these Terms is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable.

SURVIVING PROVISIONS AFTER TERMINATION OR CANCELLATION

Any provisions set forth in these Terms, which, by their very nature extend beyond removal from our mailing list or the conclusion of your use of the Website and Materials, shall survive such termination, cancellation or conclusion. These include, but are not limited to, your grant of rights to the Company to use Your Submissions, provisions concerning indemnification, disclaimers of warranties and limitations on liability.

ASSIGNS

You may not assign your rights or delegate your duties under these Terms to anyone else. The Company may assign its rights or delegate its duties to any person or entity at any time. These Terms shall inure to the benefit of, and be binding upon, yours and the Company's successors and permitted assigns.

NO THIRD PARTY BENEFICIARIES

You agree that, except as otherwise expressly provided in these Terms, there are no third party beneficiaries to this Agreement between you and the Company.

OBTAINING A COPY OF THESE TERMS

By accessing the Website or becoming a Member, you consent to have this Agreement provided to you in electronic form. However, you have the right to receive this Agreement in non-electronic form. You may request a non-electronic copy of this Agreement either before or after you electronically sign the Agreement. To receive a non-electronic copy of this Agreement, please send an e-mail to admin@wtseafood.com and put in the subject line "Request Copy of Terms" or send a letter and self-addressed stamped envelope to: . W&T Seafood Corp., 50 Franklin Avenue, Brooklyn NY 11205, Attention: Website Administrator.

FUTURE CHANGES TO THESE TERMS

The Company reserves the right to update and revise these Terms at any time. You can determine if these Terms have been revised by referring to the "Last Updated" date at the top of this page. Your use of this Website and the Materials constitutes your acceptance of these Terms as amended or revised by the Company. The Company recommends that you review the Terms regularly to ensure that you are aware of the terms and conditions of your usage of this Website and the Materials and all products and services available from the Company.

VOID WHERE PROHIBITED

Your use of the Website and Materials and any of the Company's products and services, including, but not limited to, your membership, is void where prohibited.

ENTIRE AGREEMENT

These Terms, accepted upon your use of the Website and the Materials or otherwise upon your use of any of the Company's products and services contain the entire agreement between you and the Company regarding your use of the Website and the Materials and the use of products and services from the Company, including, but not limited to, your membership

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.