

Privacy Policy of W&T Seafood Corp.

As Of May 2013

To Our Customers:

Your privacy is important to us, and maintaining your trust and confidence is one of our highest priorities. We respect your right to keep your financial information confidential and understand your desire to avoid unwanted solicitations. We have adopted this Privacy Policy to help you understand how we use the financial information we collect from you in connection with any application for credit you make with us to receive our products. We hope that by taking a few minutes to read it, you will have a better understanding of what we do with the information you provide us and how we keep it private and secure.

A. Types of Information We Collect

We collect certain information about you – but only when that information is provided by you or is obtained by us with your authorization. We use that information to determine if we will extend credit to you in connection with the receipt of our products and whether we will maintain, increase, decrease or terminate your credit line.

Examples of sources from which we collect information include:

- applications you complete for opening a credit line with us;
- interviews and phone calls with you,
- letters or e-mails from you,
- bank and trade references you provide, and
- Seafax, Dun & Bradstreet or credit reports from credit reporting agencies.

B. Parties to Whom We Disclose Information

As a general rule, we do not disclose financial information about our current customers or former customers to anyone. However, to the extent permitted by law, certain nonpublic information about you may be disclosed in the following situations:

- To evaluate your credit application, including verifying any information you have included on a credit application.
- To act as a reference, upon your request, when you are applying for credit with another vendor or other provider.
- To review your credit profile for the purpose of continuing to extend credit – whether at the same level or at a higher or lower level – to you or discontinuing your credit line.

To comply with a validly issued and enforceable subpoena or summons.

In the course of a review of our practices under the authorization of a state or national licensing or regulatory board, or as necessary to properly respond to an inquiry or complaint from such a licensing or regulatory board or organization.

In conjunction with a prospective purchase, sale, or merger of all or part of our business, provided that we take appropriate precautions (for example, through a written confidentiality agreement) so the prospective purchaser or merger partner does not disclose information obtained in the course of the review.

As a part of any actual or threatened legal proceedings or alternative dispute resolution proceedings either initiated by or against us, provided we disclose only the information necessary to file, pursue, or defend against the lawsuit and take reasonable precautions to ensure that the information disclosed does not become a matter of public record.

To provide information to our affiliates and third parties who perform services or functions for us in conjunction with providing our products to you, provided they have agreed to take precautions consistent with the precautions we would otherwise take in connection with your information.

C. Confidentiality and Security of Nonpublic Personal Information

Except as otherwise described in this notice, we restrict access to nonpublic financial information about you to our employees and third parties who have a “need to know” in order that we may provide our products to you, or to enforce our rights of collection in the event you fail to pay after credit has been extended to you. Their right to further disclose and use the information is limited by our policies, applicable law and nondisclosure agreements where appropriate. We also maintain physical, electronic, and procedural safeguards in compliance with applicable laws and regulations to guard your financial information from unauthorized access, alteration, or premature destruction.

D. Upon An Adverse Credit Determination

If we decline to extend you credit or reduce or terminate your credit limit, we will provide you a notice indicating why the action was taken, if required by law. You may have certain rights to receive information from a credit reporting agency, should the denial be based upon information contained in any credit report obtained from a credit reporting agency. In such event, the notice will provide further information about how you may access the information upon which our decision was based.

We value your business and are committed to protecting your privacy. Please contact us, if you have any questions, or if we can be of further service.

Best regards,

Nellie Wu
General Manager