

Forest Energy

monitor

Terms & Conditions

1. Forest Energy Monitor

Forest Energy Monitor (FEM) is a service supplied by Hawkins Wright Ltd. 2A Blake Mews, Kew, Richmond, Surrey, TW9 3GA United Kingdom. Tel: +44 (0)20 8747 5840.

The FEM service comprises the bi-monthly report, published six times a year, and a website (www.forestenergymonitor.com) to which access is granted to subscribers in accordance with their level of membership.

Our obligation to you, the subscriber, is to publish six issues of the report during the course of an annual subscription and to maintain the website, and your access to it, updating it within a reasonable timeframe.

Also, all subscribers benefit from the telephone/email support of a Hawkins Wright consultant on matters concerning biomass and bioenergy markets. We will endeavour to respond to your request as soon as possible. Where information is readily available it will be provided at no charge. However, if your question is complex or if the information is not readily available, we reserve the right to charge for the consultancy time required. No chargeable work will be undertaken without your prior consent.

2. Copyright

All parts of the FEM service are protected by international copyright laws. By subscribing you agree to use the service in a way that does not infringe these laws.

Except as permitted to **Corporate** subscribers (as described below), no part of the FEM report or website may be reproduced or transmitted in any form or by any means, electronic or mechanical, in whole or in part. No text, logo, graphic, sound or image may be copied or re-transmitted unless expressly permitted in writing by Hawkins Wright Ltd. (These prohibitions are without limitation to the legal rights of Hawkins Wright Ltd.)

Corporate membership

However, if you have purchased a **Corporate** subscription you may distribute the FEM report, and any text, graphic or data from the FEM website, within your company or organisation (including wholly-owned subsidiaries). When distributing such material a Corporate subscriber will ensure that all recipients are aware of our Terms and Conditions, particularly those concerning our copyright.

Silver membership

If you have purchased a **Silver** subscription you have agreed that only the registered subscriber and one other colleague in the same company or organisation, may use the FEM report and any text, graphics or data that is made available on the FEM website. You agree to purchase a **Corporate** subscription, if you wish to distribute the report to others within your company or organisation.

3. Security and passwords

The FEM website is confidential to subscribers. In order to log on when you visit the site, you will need to use the user name and password which is issued to you.

You are solely responsible for the security and proper use of your password(s), which should be kept confidential at all times and not disclosed to any other person, either within or outside your company or organisation. You must notify us immediately if you believe that your password is known to someone else or if it may be used in an unauthorised way.

4. Payments and Refunds

All subscriptions are payable in advance and will be for a minimum of one year unless otherwise agreed. Except when upgrading to a higher-level subscription, refunds for the unexpired portion of a cancelled subscription are not normally given other than if it can be shown that we have failed to deliver the service described in Paragraph 1.

Special rates are available to subscribers in academic institutions or developing countries. We define developing countries as those on the World Bank's list of 'low income' and 'lower middle income' countries.

5. Your data

We will process any personal data which you provide to us in accordance with UK data protection legislation.

The security of your data is extremely important to us. Access to your company and personal data is only provided to our staff. We do not pass information about you to any third parties. We will not use your email address for any purpose other than to contact you about your FEM subscription or other Hawkins Wright services that we believe may be of interest to you.

7. Disclaimer

We make every effort to ensure that the information we provide is accurate and complete, but some of the information is supplied to us by third parties and we are not able to verify the accuracy or completeness of that information.

We do not accept any liability arising from any inaccuracy or omission in any of the information provided by the FEM service or any liability in respect of information supplied by you or any other person.

The information supplied by the FEM service is provided only for legitimate commercial purposes. It is not to be used in legal or anti-trust actions against others.

We reserve the right to alter these Terms & Conditions at any time, but we will give you fair warning of any changes that may materially affect the FEM service that we provide to you.

Hawkins Wright Limited

24 August 2009