

**MER7's BIODIESEL INFORMATION SYSTEM
AND PRIVACY POLICY**

TERMS OF USE

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MER7's BIODIESEL INFORMATION SYSTEM TERMS OF USE

(including Privacy policy)

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These Terms of Use published by MER7 shall be a part of the use of the MER7 Website. These Terms of Use are subject to evolutions in the future.

1. MER7's BIODIESEL INFORMATION SYSTEM

1.1. Purpose

MER7 has developed its website www.mer-7.com in order to implement its Biodiesel Information System which consists of Daily News, Weekly Bulletins and a Graphic Analyser. This bundle of services will be referred to as the Services in the rest of this document. Additional services can be added to the current bundle in the future.

The Services provided by MER7 aim to keep MEMBERS abreast of the latest market developments, with timely and peer-reviewed news and analytical market reports.

1.2. Services

MEMBERS benefit from a free access to the free content of MER7's website.

MEMBERS wishing to be granted with a full access to the Services must pay a fee in order to subscribe to the Services and become SUBSCRIBERS.

1.3. Access

Each MEMBER will receive a login and a password (the "Access Codes") upon completing the MER7 Membership Agreement. The Access Codes are strictly personal and cannot be used on different workstations simultaneously. The MEMBER is responsible for maintaining the confidentiality of his Access Codes. The MEMBER undertakes to (i) immediately notify MER7 of any unauthorized use of the MEMBER's Access Codes or any other breach of security, and (ii) ensure that the MEMBER exits from his/her account at the end of each session.

The MEMBER acknowledges that MER7 reserves the right to log off accounts which are inactive for an extended period of time. Inactive accounts will be logged off one month after an unanswered notice has been sent. The MEMBER further

acknowledges that MER7 reserves the right to change these general practices at any time, in its sole discretion, with or without notice.

1.4. Fees

The subscription fees to the Services are indicated during the subscription process to the SUBSCRIBER. They depend on the subscription's duration defined by the SUBSCRIBER.

1.5. Subscription renewal

The subscription to the Services will be tacitly renewed unless otherwise advised in writing by the SUBSCRIBER with a 1-month notice prior to the expiration date.

2. MEMBERS' OR SUBSCRIBERS' OBLIGATIONS

2.1. Execute Membership Agreement

The MEMBER or SUBSCRIBER shall execute and comply with the terms and conditions of the Membership Agreement.

2.2. Recognition and acknowledgment of MER7's ownership

The MEMBER or SUBSCRIBER acknowledges MER7's exclusive ownership of its trademarks "MER7", the MER7 Website, the MER7's domain names "mer-7.com" and the associated URL <http://www.mer-7.com> (or any successor URL designated by MER7 in its reasonable discretion) and the content of the Services as well as, to the extent unique and/or proprietary to MER7, all text, images, graphics, sounds, files, video, designs, animation, layout, colour schemes, adaptations, logos, ideas, concepts, methods, techniques, and processes relating to the design, development, operation, content and identification of MER7's Website, and all patent, copyright, trade secret, trade name, trademark, and service mark rights and all other intellectual property rights associated therewith.

2.3. Permanent accuracy of the MEMBER's or SUBSCRIBER's information

In consideration of the MEMBER's or SUBSCRIBER's access to the MER7's Website, the MEMBER or SUBSCRIBER expressly undertakes, represents and warrants to: (i) provide true, accurate, current and complete information (the "Registration Information") about the MEMBER or SUBSCRIBER as prompted by the Membership Agreement and (ii) maintain and promptly update the Registration Information to keep it complete, current, true and accurate. If MEMBER or SUBSCRIBER provides

any information that is untrue, inaccurate, not current or incomplete, or if MER7 has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the MEMBER or SUBSCRIBER expressly recognizes MER7's right to suspend or terminate the MEMBER's or SUBSCRIBER's account and refuse any and all current or future use of the MER7 Website (or any portion thereof).

2.4. Limitations on use by MEMBER or SUBSCRIBER

The MEMBER or SUBSCRIBER expressly undertakes, represents and warrants to MER7 that neither the MEMBER or SUBSCRIBER nor its Agents will use the MER7 Website to:

- a. Transfer any Content that is Unlawful, or that the MEMBER or SUBSCRIBER does not have a right to transmit under any law or under contractual or fiduciary relationship, or that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any person;
- b. Harm minors in any way;
- c. Transfer any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", etc.;
- d. Use a false or misleading identity, including, but not limited to, endorse the identity or profile of an official, member, employee or representative of MER7, or falsely state or otherwise misrepresent the MEMBER's or SUBSCRIBER's affiliation with a person or entity;
- e. Forge or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the MER7 Website;
- f. Transfer any material that contains software viruses or any other computer code, files or programmes designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- g. Interfere with or disrupt the MER7 Website or servers or networks connected to the MER7 Website, or disobey any requirements, procedures, policies or regulations of networks connected to the MER7 Website;
- h. "Stalk" or otherwise harass another; or
- i. Collect or store personal data about non MEMBERS or non SUBSCRIBERS.

The MEMBER or SUBSCRIBER understands that all Content, whether publicly posted or privately transmitted, is the sole responsibility of the person from which such Content originated. The MEMBER or SUBSCRIBER, and not MER7, is entirely responsible for all Content that MEMBER or SUBSCRIBER may upload, post, email or otherwise transmit via the MER7 Website. MER7 does not control the Content posted via the MER7 Website and, as such, does not guarantee the accuracy, integrity or quality of such Content.

The MEMBER or SUBSCRIBER understands that by using the MER7 Website, the MEMBER or SUBSCRIBER may be exposed to Content that is Unlawful. Under no circumstances will MER7 be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise transmitted via the MER7 Website.

2.5. MEMBER's or SUBSCRIBER's indemnification obligation

The MEMBER or SUBSCRIBER shall indemnify and hold MER7 and its subsidiaries, affiliates, officers, directors, agents, co-branders or other partners, as well as their employees and shareholders, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party or participant due to or arising out of:

- a. Content which the MEMBER or SUBSCRIBER may at any time submit, post to or transmit through the MER7 Website,
- b. The MEMBER's or SUBSCRIBER's use of the MER7 Website,
- c. The MEMBER's or SUBSCRIBER's connection to the MER7 Website,
- d. The MEMBER's or SUBSCRIBER's violation of these Terms of Use or the MEMBER's or SUBSCRIBER's violation of any rights of another.

2.6. Account Terminations

MER7 may, in its sole discretion, terminate the MEMBER's or SUBSCRIBER's password, account (or any part thereof) and Access Codes, and remove and discard any Content within the MER7 Website, for any reason, including, without limitation:

- a. if the MEMBER's or SUBSCRIBER's use of the MER7 Website does not comply with these Terms of Use;

- b. if the MEMBER or SUBSCRIBER does not comply with competition regulations;
- c. if MER7 has reasonable grounds to believe that the MEMBER or SUBSCRIBER has violated or acted inconsistently with the letter or spirit of the Membership Agreement or these Terms of Use;
- d. lack of use for more than one year;

The MEMBER or SUBSCRIBER agrees that any termination of the MEMBER's or SUBSCRIBER's access to the MER7 Website under any provision of these Terms of Use may be effected after formal notice of two weeks. If the MEMBER or SUBSCRIBER provides unarguable evidence of compliance with the Terms of Use, MER7 may decide to reactivate its Access Code. The MEMBER or SUBSCRIBER acknowledges and agrees that MER7 may immediately deactivate or delete the MEMBER's or SUBSCRIBER's account and all related information and files in the MEMBER's or SUBSCRIBER's account and/or bar any further access to such files. Further, the MEMBER or SUBSCRIBER acknowledges, represents and warrants that MER7 shall not be liable to the MEMBER or SUBSCRIBER or any third-party for any termination of the MEMBER's or SUBSCRIBER's access to the MER7 Website.

3. DISCLAIMERS AND LIMITATION OF LIABILITIES

The MEMBER's or SUBSCRIBER's use of the MER7 Website is at the MEMBER's or SUBSCRIBER's sole risk and under the MEMBER's or SUBSCRIBER's sole responsibility. The MER7 Website is made available to MEMBERS or SUBSCRIBER on an "as is" and "as available" basis.

MEMBERS or SUBSCRIBERS specially acknowledge and agree that MER7 does not make any warranty on the following:

- a. The MER7 Website and its Services will meet the MEMBERS' or SUBSCRIBERS' requirements, needs and expectations;
- b. The MER7 Website will be uninterrupted, timely, secure, or error-free;
- c. The results that may be obtained from the use of the MER7 Website will be accurate or reliable;
- d. Any errors in the software will be corrected;
- e. No advice or information, whether oral or written, obtained by the MEMBER or SUBSCRIBER from MER7 or through or from the MER7 Website shall create

any warranty not expressly stated in these Terms of Use. Any material downloaded or otherwise obtained through the use of the MER7 Website is done at the MEMBER's or SUBSCRIBER's own discretion and risk; the MEMBER or SUBSCRIBER will be solely responsible for any damage to the MEMBER's or SUBSCRIBER's computer system or loss of data that results from the download of any such materials.

- f. Information provided on the MER7 Website by MER7 is for information purposes only and constitutes neither an endorsement nor a recommendation. In particular, MER7 may from time to time advertise or market modules and accessories manufactured by other companies ("Third Party Products"). In doing so, MER7 is not endorsing or making any representation concerning such Third Party Products. MER7 makes no representation that Third Party Products, either alone or in combination with other products, websites, processes, or technologies, do not infringe any patents or other intellectual property rights that may be held by others.

Consequently, MEMBERS or SUBSCRIBERS expressly understand and agree that MER7 shall not be liable for any damages or losses resulting from:

- a. The use or the inability to use the MER7 Website;
- b. Unauthorized access to or alteration of the MEMBER's or SUBSCRIBER's transmissions or data;
- c. Statement or conduct of any third party on the MER7 Website;
- d. Errors or omissions in quote information (live or delayed).

The MEMBER or SUBSCRIBER further acknowledges that MER7 does not pre-screen Content, but that MER7 and its designees shall have the right (but not the obligation) in MER7's sole discretion to refuse or move any Content that is available via the MER7 Website. Without limiting the foregoing, MER7 and its designees shall have the right to remove any Content that violates these Terms of Use or is otherwise objectionable. The MEMBER or SUBSCRIBER must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, the MEMBER or SUBSCRIBER may not rely on any Content created by MER7 or submitted to MER7. MER7 may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce these Terms of

Use; (iii) respond to claims that any Content violates the rights of third-parties; or (iv) protect the rights, property, or personal safety of MER7, its users and the public.

4. CONTENT, INFORMATION, DATA AND PRIVACY POLICY

4.1. The Collected Information

At the time a MEMBER or SUBSCRIBER will register to the Services, the MEMBER or SUBSCRIBER will be asked to fill out a Membership Agreement form which requires the MEMBER or SUBSCRIBER to provide information such as name, address, phone/fax number, email address and other personal information as well as information about its business ("Registration Information"). In addition, MER7 gathers aggregate statistical information about the MEMBERS or SUBSCRIBERS, such as IP addresses, browser software, operating system, pages viewed, number of sessions and unique visitors, etc. ("Statistical Information"). The Collected Information retention and their use by MER7 will be deemed to be approved by the execution of the Membership Agreement form.

In compliance with the law n° 78-17 dated January 6th, 1978, amended by the law of August 6th, 2004, regarding computers, files and liberties, data processing has to be declared to the French National Commission for Data Protection and the Liberties (CNIL)

4.2. MER7's use of Information

MER7 uses MEMBERS' or SUBSCRIBERS' Collected Information to improve its marketing and promotional efforts, to statistically analyze site usage, to improve its contents and product offerings, to customize the MER7 Website's content, layout and services. MER7 shares certain aggregate information based on analysis of Collected Information with its partners, customers, advertisers or potential MEMBERS or SUBSCRIBER. MER7 uses the MEMBER's or SUBSCRIBER's Collected Information to execute marketing campaigns, promotions or advertising messages on behalf of third parties; however, in these circumstances, the MEMBER's or SUBSCRIBER's Collected Information will not be disclosed to such third parties unless the MEMBER or SUBSCRIBER responds to the marketing, promotion or advertising message. Specifically, MER7 uses the MEMBER's or SUBSCRIBER's email address, mailing address, phone number or fax number to contact the MEMBER or SUBSCRIBER regarding notices, surveys, product alerts, new service or product offerings and communications relevant to the MEMBER's or SUBSCRIBER's

use of the MER7 Website. MER7 generates reports and analysis based on the Registration Information for internal analysis, monitoring and marketing decisions.

The MEMBER's or SUBSCRIBER's Publishing Information will be publicly available on the MER7 Website and therefore accessible by any internet user, only when the MEMBER or SUBSCRIBER authorizes MER7 website to publish these information.

The MEMBER or SUBSCRIBER should exercise caution when deciding to include personal or proprietary information in the Publishing Information that the MEMBER or SUBSCRIBER submits to MER7.

4.3. MER7 Privacy Policy

MER7 reserves the right to disclose the MEMBER's or SUBSCRIBER's Collected Information to relevant authorities where MER7 has reason to believe that such disclosure is necessary to identify, contact or bring legal action against someone who be infringing or threatening to infringe, or who would otherwise be causing injury to or interference with, the title, rights, interests or property of the MER7 Website, our MEMBERS or SUBSCRIBERS, customers, partners, other website users or anyone else who could be harmed by such activities.

MER7 also reserves the right to disclose Collected Information in response to a subpoena or other judicial order or when MER7 reasonably believes that such disclosure is required by law, regulation or administrative order of any court, governmental or regulatory authority.

If MER7 has reason to believe that a MEMBER or SUBSCRIBER is in breach of the Terms of Use or of the Membership Agreement, or any other agreement with MER7, then MER7 reserves the right to make public or otherwise disclose such the MEMBER's or SUBSCRIBER's Collected Information in order to pursue its claim or prevent further injury to the MER7 Website or others MEMBERS.

4.4. Changes of Information

MER7 agrees that all Collected Information (whether or not collected prior to or after the new policy became effective) will be governed by the newest Privacy Policy then in effect which shall be compliant with the data collection regulations of the CNIL as further amended. MEMBER or SUBSCRIBER may, therefore, contact MER7 to access, view and edit its Registration Information and Publishing Information.

If a MEMBER or SUBSCRIBER does not agree to the MER7 Privacy Policy, then such MEMBER or SUBSCRIBER contact MER7 in writing at the following address: MER7, 4 rue de la paix 75002 Paris, and specifically request that MER7 returns and/or destroys all copies of all or part of your Collected Information in MER7's possession.

If a MEMBER or SUBSCRIBER wishes to unsubscribe to MER7's email communications and/or be de-listed from the MER7 Website, such MEMBER or SUBSCRIBER must so request MER7 in writing or Emailing at the following address: MER7, 4 rue de la paix 75002 Paris or contact@mer-7.com.

5. INTELLECTUAL PROPERTY

5.1. Use of Proprietary Information

The MEMBER or SUBSCRIBER acknowledges and agrees that MER7 owns the internet website to which access is granted under the Membership Agreement. The website site contains proprietary and confidential information that is protected by intellectual property laws, including those related to patent, copyright, trade secret, trade name, trademark and service marks. Neither the website nor its contents may be copied, reproduced, modified or used for derivative works. Third party provided advertising and content are also protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws.

The site may be used for the purposes described in the Membership Agreement or these Terms of Use, as modified from time to time, and any other use is strictly prohibited.

MER7 grants the MEMBER or SUBSCRIBER a personal, non-assignable, non-transferable and non-exclusive right and license to use the Access Code for the term of this Membership Agreement or until terminated in accordance with its provisions. This license will cease immediately and automatically upon termination of this Membership Agreement for any reason. The MEMBER or SUBSCRIBER may not, without MER7's prior written consent resell or transfer in any manner whatsoever its license. The MEMBER or SUBSCRIBER may not access the MER7 Website by any means other than through the interface that is provided by MER7 for use in accessing the service.

5.2. Copyright Policy

If the MEMBER or SUBSCRIBER has reason to believe that the content of the MER7 Website constitutes copyright infringement, the MEMBER or SUBSCRIBER shall

provide MER7, as soon as possible, with the following information: an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; a description of the copyrighted work that is alleged to have been infringed; where on the site such material is located; the address, telephone number and email address of the person making the claim; a statement that such a claim is made in good faith that the disputed use is not authorized by the copyright owner, its agent or the law; a statement, made under penalty of perjury that the above information in the notice is accurate and that the person making the claim is the copyright owner or authorized agent. Any correspondence related to the above shall be addressed to.

Copyright MER7, 2008, 2009, 2010, 2011, 2012 and 2013 all rights reserved

All material appearing on this site is protected by Copyright MER7, 2008, 2009, 2010, 2011, 2012 and 2013.

6. MISCELLANEOUS

6.1. Certain Technical Factors

The MEMBER or SUBSCRIBER understands that the technical processing and transmission of the MER7 Website, including the MEMBER's or SUBSCRIBER's Content, may involve (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connecting networks or devices.

The MEMBER or SUBSCRIBER acknowledges that there may be computer, electronic, or other system failures from time to time, and agrees that MER7 does not warrant, represent or guarantee continued or uninterrupted access to the system. The MEMBER or SUBSCRIBER acknowledges that as a result of such failures the MEMBER or SUBSCRIBER may be cut off from the system for a period of time when trading is still being conducted on the MER7 Website by others who are still linked.

6.2. No MER7 Website's resale

The MEMBER or SUBSCRIBER shall not reproduce, duplicate, copy, extract, sell, resell or exploit for any commercial purposes, any portion of the MER7 Website, use of the MER7 Website, or access to the MER7 Website.

6.3. Service Modifications

MER7 reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the MER7 Website (or any part thereof) with or without notice. The MEMBER or SUBSCRIBER agrees that MER7 shall not be liable to the MEMBER or SUBSCRIBER or to any third party for any modification, suspension or discontinuance of the MER7 Website.

6.4. New services

MER7 reserves the right to add other services to the MER7 Website, to provide links to other sites and advertisements, to charge preannounced fees for selected services, and to receive compensation and commissions therefore from third parties.

6.5. Priority

In case of any conflict between the MER7 Terms of Use and any trade rules or customs, the Terms of Use will govern.

6.6. Disputes / Jurisdiction

The use of the MER7 Website, the application and interpretation of the Membership Agreement and of the MER7 Terms of Use shall be exclusively governed by French law and all disputes arising therefrom shall be submitted to the exclusive jurisdiction of the Commercial Court of Paris.

EXHIBIT 1

DEFINITIONS

"Access codes":	means the login and password provided by MER7 and used by a MEMBER or SUBSCRIBER to access to MER7's website;
"Collected Information":	means the Registration Information and the Statistical Information of a MEMBER or SUBSCRIBER;
"Confidential Information":	is defined in Paragraph 8 of the Membership Agreement;
"Content":	means, collectively, any information, data, text, software, music, sound, photographs, graphics, video, messages or other materials;
"MEMBER":	Means a person or a legal entity having executed the Membership Agreement, who has a free access to the free part of MER7's website
"Membership Agreement":	means the agreement available on the MER7 Website by which a user can register and become a MEMBER;
"MER7 Membership Fee":	means the amount paid by a new SUBSCRIBER to access to MER7's Website;
"MER7":	M.E.R.7, French <i>société par actions simplifiée</i> , having its registered office located 4 rue de la Paix, 75002 Paris, France, registered with the trade and companies registry of Paris under number 498 599 836;
"Registration Information":	has the meaning set forth in article 5.1

"SUBSCRIBER"	means a MEMBER who has paid fees to fully access to MER7's website
"Unlawful":	means unlawful, illegal, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable