

Certification, License and Support Terms

Spanish - Latin America

These Certification, License and Support Terms (“Terms”) govern the training, certification, license and support services provided by the Grief Recovery Institute, Inc. an Idaho corporation with an address at 418 E Lakeside Ave, Suite 210, Coeur d’Alene, ID 83814 (“GRI” or “us”) to the Spanish speaking resident located in Latin America signing below, or otherwise accepting these Terms such as by clicking in the online version (“Specialist” or “you”). You have the right to arbitrate disputes with us in the Idaho pursuant to Section 4(h) of these Terms. These Terms are effective as of the date you sign or click to accept them.

Recitals

GRI trains people over the age of eighteen (18) to provide grief recovery services, and license the ones that successfully complete the training as Grief Recovery Method Specialist Certified by The Grief Recovery Institute, with the right to use our certification mark in providing services to those recovering from grief (“Participants”), all as described below. An account of the history, mission and ideals of the Grief Recovery Institute is available on its website at www.griefrecoverymethod.com.

In consideration of GRI’s provision of the training, certifications, license and support services and of your payment of the specified fees (below), you and GRI agree:

1. **The Grief Recovery Method and GRI Content.** The “Grief Recovery Method” means and includes the entire system of practices, techniques, and methods for grief recovery as taught by us, as practiced by specialists and as embodied in the GRI Content. The “GRI Content” means the GRI Website and all of the other works of authorship and intellectual property described at Exhibit 1.
2. **Scope and Content of Training.** Certification in the Grief Recovery Method requires completion of the 4-day Foundational Certification Training, as set out on Exhibit 2. 4-day Foundational Certification Trained Specialists are eligible for additional Advanced Online Capabilities Training, as set out on Exhibit 2. The 4-day Foundational Certification Training is a prerequisite for the Advanced Online Capabilities Training. GRI may unilaterally amend Exhibit 2 in favor of the Specialist by adding available formats, with notice to you and publication on the GRI Website, and any such modified version of Exhibit 2 will control over the version attached. All Specialists licensed under these Terms are required to recertify annually to maintain their eligibility for the Certification License, and to pay us a nominal fee for recertification as on Exhibit 2.
3. **Fees.**
 - a. **GRI Fee Schedule.** As of the last revision of these Terms, GRI’s Fee Schedule including the fees for 4-day Foundational Certification Training, Advanced Online Capabilities Training, and Annual Renewal were as set out at Exhibit 2. GRI may unilaterally amend the GRI Fee Schedule to increase one or more of the fees, but GRI will not raise the fee for you to recertify or advance by more than five percent (5%) in any single year. In the event of any conflict, the version of GRI’s Fee Schedule as

published on the GRI Website controls over Exhibit 2. All fees are payable in UK Pounds, at then-current conversion rates.

- b. **Payment of Fees.** All fees for training are due in advance of the first session, but if you qualify, you may choose the 3 installment option with GRI or a payment plan offered through Paypal®. Recertification fees are due 30 days prior to expiration of the existing certification. You grant us permission to notify you, using the email address last provided by you, when recertification fees are due, but we are not obligated to provide this notification. We allow a grace period of sixty (60) days after expiration during which a Certification may be revived by paying the Annual Fee in addition to the late fee as set out in the GRI Fee Schedule. After the expiration of the grace period, the License (below) terminates and the former Specialist may not use the Grief Recovery Method or the GRI Certification Mark without repeating the initial training. All fees are considered fully earned on payment and are not refundable except as follows.
- c. **Refund & Cancellation Policy.** If you pay the training fees and then decide not to participate in the training, you will be entitled to a refund or partial refund based on timing as set out at Exhibit 2. You may also have the option to apply the payment to a different program offered by GRI, subject to a change fee as at Exhibit 2. If you pay the training fees and complete the training but you do not qualify for Certification, you will be entitled to a refund or partial refund as set out at Exhibit 2. In addition, you have the right to arbitrate any dispute with us under Section 9(h) below.

4. **Your Certification License.**

- a. **License Grant.** GRI will determine whether you qualify for the Certification upon your completion of the training. If you have qualified and paid the fees, GRI will grant you a limited, non-exclusive, worldwide license to use the mark **GRIEF RECOVERY METHOD SPECIALIST CERTIFIED BY THE GRIEF RECOVERY INSTITUTE®** (the “GRI Certification Mark”), for the term of this Agreement and subject to the conditions set out in it, in connection with the offering of grief recovery services using the Grief Recovery Method (the “License”). The License will be personal to you, and the License may not be transferred or sublicensed. Your License will renew annually if you are eligible and recertify. If GRI terminates your License for cause, or if you decide not to renew, you are not entitled to a refund of any fees.
- b. **Form of the GRI Certification Mark.** The License includes the right to use the GRI Certification Mark as a word mark, in its entirety including all of the words in the mark.
- c. **Limitations on Use of the GRI Certification Mark.** You may use the GRI Certification Mark only in accordance with the GRI Trademark Usage Guidelines, only to advertise your availability and offer the services available with your certification training, and only if you practice the Grief Recovery Method as it is taught by us and in accordance with the ethical standards and other practice guidelines we may supply. You may not train or offer to train or certify others in the Grief Recovery Method unless you and GRI have separately agreed in writing. If you are duly licensed in the relevant jurisdiction as a mental health professional, or otherwise licensed specifically to work with children, you may practice the Grief Recovery Method with Participants under 18 years of age; otherwise, you may

practice the Grief Recovery Method only with Participants over 18 years of age. GRI exercises no control over your pricing and other business practices, but GRI does protect the integrity of the Grief Recovery Method® as it is practiced by Specialists. ***The Grief Recovery Method® may not be augmented or modified through the addition of practices drawn from other disciplines, and practicing such modified forms of the Grief Recovery Method® is grounds for termination of the License. You are prohibited from recording your GRI classes or sessions.*** GRI may also terminate the License for ethical violations by the Specialist, as determined by GRI in its reasonable discretion.

- d. Revocation of License.** The License is subject to revocation by GRI if you violate the limitations on your use of the GRI Certification mark as set out in this Agreement. For minor violations GRI may offer you notice and a chance to avoid revocation by correcting the issue. Our remedies are not limited by this section.
- e. Limitation on Use of the GRI Content.** You may not (i) rent, lease, sell, license or sublicense the GRI Content; (ii) alter, merge, adapt, create derivative works of or otherwise modify the GRI Content; or (iii) remove, alter, or obscure in any way any proprietary rights notices (including copyright notices) of GRI on or within the copies of the GRI Content.
- f. Use of Other GRI Marks Prohibited.** You may advertise your availability and offer the services available with your certification training, only by using the GRI Certification Mark. The License does not include the right to use any other GRI marks to identify yourself as the service provider, and you may not use any other GRI marks in that way. You may however make a “fair” or referential use of other GRI marks, to refer truthfully to GRI or to the Grief Recovery Method, as in the example below of a proper usage by a hypothetical licensee:

Shante P. Jones is a Grief Recovery Method Specialist Certified by the Grief Recovery Institute™. Shante has two years of experience in grief recovery using the Grief Recovery Method™ developed by The Grief Recovery Institute.

- g. Survey Links.** You must distribute links to the GRI Quality Assurance survey to each participant at the conclusion of any support session or specialty format using the GRI Content. You may inform participants that the survey response is anonymous to GRI.
- 5. Our Other Intellectual Property.** GRI owns the GRI Content and the other intellectual property listed at Exhibit 1. Other than the License, nothing in this Agreement transfers any ownership right in the intellectual property of GRI.
- 6. Confidentiality.**
- a. Confidential Information Defined.** You may receive two distinct kinds of confidential information in connection with the License. “Customer Confidential Information” means all personally identifiable data, and such other information as a reasonable person would consider private, that you may receive from customers in the course of your licensed use of the GRI Certification Mark. “GRI Confidential Information” means GRI’s final statement to certification trainees, and all other non-public or proprietary business, commercial and technical information of GRI,

whether in written or oral form, relating to its business, prices, products, customers, operations, financial status, technology and/or intellectual property. GRI Confidential Information does not include information: (i) that is now or becomes generally available to the public through no fault or breach by you; (ii) that you can document was already known to you prior to disclosure; (iii) that was independently developed by you without use of any of the GRI Confidential Information; or (iv) that you rightly obtained from a third party who had the right to transfer or disclose it.

- b. Non-Disclosure of Confidential Information.** You will keep all Confidential Information confidential and not use such information except as authorized by this Agreement or otherwise authorized by the disclosing party, accord such information the appropriate level of protection, limit dissemination except as necessary to performance of obligations or exercise of rights under this Agreement, and return materials or documents containing Confidential Information to the disclosing party promptly following written request therefor. If you are subpoenaed or ordered by any court or governmental agency to disclose GRI Confidential Information, you will provide prompt written notice to GRI so as to allow GRI to seek a protective order to protect the confidentiality of such information.

2. Representations. You represent that:

- a.** You are a person of good moral character and capable of interacting with the recipients of grief recovery services, who may be especially vulnerable, without causing them harm;
- b.** If you have been convicted of or pleaded guilty or no contest to a felony or other serious crime involving violence or moral turpitude, you have separately disclosed the conviction(s) to GRI for its evaluation unless applicable law prohibits us from requiring you to answer this question;
- c.** All information provided by you to GRI in connection with your use of the Grief Recovery Method is true, complete and accurate to the best of your knowledge;
- d.** You have full power and authority to enter into and perform your obligations under these Terms, and your agreement to these Terms is not a breach of or contrary to any other agreement or arrangement entered into;
- e.** There are no criminal proceedings, lawsuits or other legal proceedings pending, or to the best of your knowledge threatened, which may have a material adverse effect on your ability to fulfil your obligations under these Terms; and
- f.** You will perform all obligations under these Terms, and use the Grief Recovery Method, only in accordance with applicable laws.

3. Indemnification. You will indemnify, defend and hold harmless GRI and its affiliates (including any officers, directors, agents or employees thereof) from and against any claims arising from or related in any way to your use of the Grief Recovery Method or to a material breach by you of any representation or other provision of these Terms.

4. General Terms.

- a. **Required Notices.** You agree to receive exclusively via email, to the address last provided by you to GRI, any notice that we are required to send to you.
- b. **Medical Advice and Mental Health Counselling Disclaimer.** Nothing in the Grief Recovery Method is intended to be or substitute for professional licensed medical advice or mental health services, and you may not describe it as or invite reliance upon it as a substitute for professional licensed medical advice or mental health services.
- c. **Disclaimer of Warranties.** The Grief Recovery Method and GRI Content are provided on an “as is” and “as available” basis except as prohibited by applicable law. GRI expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to implied warranties of fitness for a particular purpose, merchantability, non-infringement, quality, performance, non-interference with information, and accuracy of informational content. There is no warranty that the License or the Grief Recovery Method will fulfil any of your particular purposes or needs. No information, whether oral or written, obtained by you from GRI will create any warranty not expressly stated in these Terms.
- d. **Limitations and Exclusions of Liability.** GRI WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, OR THE COST OF GETTING SUBSTITUTE GOODS OR SERVICES, OR THE USE, INABILITY TO USE, UNAUTHORISED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD-PARTY ACCOUNT, EVEN IF GRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, RESULTING FROM (I) YOUR USE OF OR INABILITY TO USE THE GRIEF RECOVERY METHOD OR GRI CONTENT; (II) STATEMENTS OR CONDUCT OF YOU OR ANY THIRD PARTY IN CONNECTION WITH YOUR USE OF THE GRIEF RECOVERY METHOD OR THE GRI CONTENT; OR (III) ANY OTHER MATTER RELATING TO THE LICENSE.
- e. **Remedies.** If you are dissatisfied with the License, your sole and exclusive remedy is to discontinue your participation. The fees for the License and recertification are not refundable. You further agree not to join in any lawsuit with another person or serve as a class representative of any class action lawsuit against GRI relating to the License or these Terms. Some jurisdictions may not allow some kinds of limitations on the right to bring claims, assert liability or claim indirect damages, so the foregoing limitations may not fully apply to you. In such cases, GRI’s liability is limited to the fullest extent permitted by applicable law.
- f. **Entire Agreement.** These Terms constitute the entire agreement between you and us with respect to their subject matter and may not be modified except in writing by both parties, provided that the GRI Fee Schedule may be modified in the manner stated in these Terms.
- g. **Severability and Local Law.** “Local Law” means the laws of the State of Idaho and/or US Federal Statutes. An arbitrator or court may deem any provision of these Terms to be unenforceable to the extent that such provision violates Local Law or contravenes a substantial public policy interest as embodied in Local Law. If any provision of these Terms is deemed unlawful, void, voidable or unenforceable, the court or arbitrator will enforce it to the extent it is enforceable in accordance with the intent of the parties, and otherwise such provision will be deemed severable from these Terms and will not affect the validity or enforceability of any remaining provisions.

h. Governing Law, Arbitration & Venue. Subject to the foregoing regarding Local Law, these Terms will be deemed a contract made in Idaho, USA to be governed by and construed in accordance with the laws of Idaho. Any dispute between the parties not resolved after a good faith effort to mediate will be resolved only by binding arbitration process or similar provision of Local Law. The appointed arbitrator(s) will disclose any matters which would, or might, lead to the conclusion that there is a real possibility that the arbitrator is biased.

Exhibit 1

GRI Content and other Intellectual Property

Programs, Formats and Works of Authorship

8-Session Grief Recovery Method® Support Group Program

12-Session Grief Recovery Method® Support Group Program

7-Session One-on-One Individual Program

6-Session Helping Children Deal with Loss Program (HCWL)

4-Session Helping Children Deal with Loss Program (HCWL)

6-Session Pet Loss Program

4-Session GRM Group Alumni Program

See the GRI Website or contact GRI for the latest pricing on books and audio versions, including discounts for Specialists. All prices are quoted in US Dollars and are plus shipping except where specified for quantity.

Published in Hardcover, Paperback and in digital form (ePub):

The Grief Recovery Handbook – 20th Anniversary Revised Edition

Published in Paperback and ePub:

When Children Grieve

Manual Superando Pérdidas Emocionales: Edición Ampliada de Vigésimo Aniversario, The Grief Recovery Handbook 20th Anniversary Rev. Ed., in Spanish

Moving On

Moving Beyond Loss

Grief Recovery Handbook for Pet Loss

Narrated and Published on Audio Platforms:

The Grief Recovery Handbook – 20th Anniversary Revised Edition

When Children Grieve

Translations:

The Grief Recovery Handbook, 20th Anniversary Revised Edition is published in digital form (ePub) in English, Spanish, Japanese, Dutch, French, Italian, Estonian, and Russian. When Children Grieve is published in digital form (ePub) in English and Spanish. See the GRI Website or contact GRI regarding other translations.

Other Works of Authorship

The Grief Recovery Method® Support Program Formats, Leader Materials, and Homework Samples. Published series of The Grief Recovery Method® articles and columns. Audio taped Lecture Series Various TX numbers. The Grief Recovery Method® Overview Audiotape and Personal Workshop audiotapes -- various TX numbers. The Grief Recovery Method® Certification Training Study Materials.

Copyright Notice

All works of authorship, published or unpublished, are protected against unauthorised copying, distribution, performance and otherwise by U.S. federal law and internationally.

Trademarks and Service Marks

GRI's rights in the UK include the following UK applications together with all other related rights under UK and international law, including common law and treaty-based rights:

GRIEF RECOVERY METHOD SPECIALIST CERTIFIED BY THE GRIEF RECOVERY INSTITUTE UK
Certification Trade Mark Application No. UK00003874352

Grief Recovery Method Logo UK Trade Mark Application No. UK00003843754

GRI also claims usage-based rights at common law in the UK in the following marks:



THE GRIEF RECOVERY INSTITUTE

THE GRIEF RECOVERY METHOD

GRIEF RECOVERY

Exhibit 2

GRI Fee Schedule

Grief Recovery Method Specialist, 4-Day Foundational Certification Training

Foundational Training, Certification, and Licensing Cost:	\$1845 USD
Annual Recertification & Licensing Renewal Fee:	\$79 USD

A Foundational Certification Trained Specialist may conduct the Grief Recovery Method 8 and 12-Session Support Group Formats, the One-on-One Format, Helping Children with Loss Program, the Pet Loss Program and the GRM Alumni Program. The Annual Recertification & Licensing Renewal Fee includes an optional GRM Micro Website. Each of these formats and programs is described in detail during initial training. This fee does not include copies of the Grief Recovery Handbook or other GRI books.

Grief Recovery Method Specialist, Professional Training Bundle

Advanced Online Capabilities Training, Certification, and	\$2895 USD
Annual Recertification & Licensing Renewal Fee:	Included in Fee Above

An Advanced Online Capabilities Specialist may conduct the all the GRM Online Program formats, in addition to all in-person Foundational Programs and Formats.

Prepayment, Cancellations, Refunds & Reschedules

Cancel 30+ days from scheduled program date:	Full refund less \$250 USD
Cancel up to 1 day before scheduled program date:	Full refund less \$595 USD
Cancel on day of scheduled program date or later:	Fees are not refundable
Complete program but do not qualify for Certification	Re-test or Refund less \$250 USD

Recertification Requirements and Benefits

If you do not maintain your License with annual recertification, your right to use the Certification Marks and other GRI Marks will terminate. Annual certification renewal requires the completion of an online refresher and quality control course. In addition, the Specialist must have created and be using (i) at least a basic Grief Recovery Method personalised website displaying the Certification Marks, and (ii) a referral system for clients. Use of our Web Portal fulfills these requirements. Renewal benefits include the continued right to use the Certification Marks or other GRI Marks, and continued reasonable phone, email and other support by us.

Limits on Accelerated Delivery of Formats or Programs:

The 8-Session Grief Recovery Method® Support Group Program may be presented twice a week for four weeks; the 12-Session Grief Recovery Method® Support Program Group may be presented

twice a week for six weeks; the 7-Session One-on-One Individual Program can be presented twice a week for four weeks; and the Pet Loss Support Program can be run twice a week for 3 weeks. There must be a minimum of two or three days between sessions to allow participants to accommodate the new information and to do their homework. The 4-Week Helping Children with Loss Program may not be accelerated, as many participants need extra time for the reading.

Conferencing Platforms

GRI has approved certain specified platforms for use in online or remote delivery of GRI services. Online Capabilities Trained Specialists qualified to conduct the Online Program formats must use one of the approved platforms; *Zoom Pro, Teams, Doxy.me, or Telehealth.*