

Dear Parent/Legal Guardian;

This communication is to inform you that your child has recently registered to receive music lessons and participate in a social network on the <u>livemusictutor.com</u> website. Because of your child's age, your child's access to the site and the ability to communicate with others has not been activated.

In case you were not with your child when he or she registered, we encourage you to visit our site to see all that we have to offer. Also, you should go the Parents' page, as well as review our Privacy Policy.

The only information that Live Music Tutor has collected from your child is his or her first and last name, and email address. Live Music Tutor will not collect, use, or disclose any information from your child unless you give your consent. If you decide not to provide your consent, within three weeks of the sending of this direct notice, all of your child's information, as well as any contact information linked directly to you, will be deleted from our system.

Your child is now asking your permission to fully participate in the communication portions of the site such as

1. Sending and receiving messages (the internal email system on the site) from Live Music Tutor and other registered users on the website,

2. Reading and posting on the various Live Music Tutor message boards,

3. Personalizing certain areas of the site that are particularly controlled by the child, such as communicating with other students, and posting photos and videos

4. Communicating live with instructors with whom your child or you may engage for lessons.

Because the social networking and live interaction features on our site will enable your child to publicly post/share personal information with others, we encourage you to monitor and supervise your child's internet activities during his or her exploration and use of our sites. You may, for example, want to set rules for your child with whom they can talk, what general discussion topics are permissible, which types are off limits and what personal information, if any, is alright to share. Please teach and remind your child not to publicly post personally identifiable information such as his or her full name, telephone number or email address on any website.

In keeping with our Privacy Policy, we will not activate your child's account until you give us your approval. Once you have had the opportunity to review our site, our Privacy Policy and Child Privacy Policy, we invite you to print out the following Consent Form and return it to Live Music Tutor by one of the following methods:

1. Print out this email consent form, complete, sign, scan and upload it directly on our platform, here: <u>http://www.livemusictutor.com/parentalconsent.</u>

2. Print out this email consent form, complete, sign and mail it to Live Music Tutor, Inc. 1170 Tree Swallow Dr., Suite 333, Winter Springs, FL 32220, Attn. Privacy Officer.

Live Music Tutor Parental Consent Form

Please review the consent document, fill in the applicable information, sign and return it by one of the approved methods mentioned in the e-mail this came attached to.

I. _____ (Print Parents name), the parent or legal guardian of

(Print Child's name), have reviewed the Live Music Tutor Privacy Policy and Child Privacy Policy. By executing the statement below, I Authorize my child to fully participate in the <u>livemusictutor.com</u> website.

I understand that in consenting to my child's registration at the site, I an enabling my child to participate in all communications aspects of the site, including posting and reading messages on the internal e-mail system and message board as well as share their image and voice transmission via the live lesson and classroom functions.

I understand that participation in these activities may enable my child to post or share personal information (e.g. e-mail address) that will be accessible to other visitors even though Live Music Tutor discourages such posts. I further understand that what other visitors do with this information is beyond the control of Live Music Tutor.

I also understand that my child's information will be collected and processed in the United States and that the site uses cookies as described in Live Music Tutor's Privacy Policy. I consent to these practices. I understand that I may withdraw my permission granted herein, with written notice as set forth in Live Music Tutor's privacy policy at any time. I also understand that it is important to provide accurate information in this consent form in case Live Music Tutor needs to contact me for any reason.

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY

In consideration of being permitted to enroll in online classes offered by LPS Enterprises, Inc., a Delaware Corporation, hereinafter "the Company", and pertaining specifically to those classes the Company offers on Live Music Tutor, the undersigned agrees as follows, provided it is expressly understood that the entirety of this agreement will also be binding upon the personal representatives, heirs, minor child or minor children and next of kin of the undersigned:

1. To release, waive, discharge and covenant not to sue the Company, its directors, officers, agents, volunteers and employees, (hereinafter referred to as "Releasees") from all liability to the undersigned, their personal representatives, heirs, minor child or children, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in illness and/or death of the undersigned, arising out of or related to the activities, whether caused by the negligence of the Releasees or otherwise by participating in the activities, I assume all risks whether known or unknown.

- 2. To indemnify and save and hold harmless the Releasees and each of them from any loss, liability, damage, or cost they may incur arising out of or related to the activities I am or have been enrolled in whether caused by the negligence of the Releasees or otherwise.
- 3. To acknowledge that the activities may be dangerous and involve risks including, but not limited to, exposure to serious illness, injury and/or death and/or property damage and I hereby assume full responsibility for any risk whatsoever, including but not limited to bodily injury, exposure, death or property damage arising out of or related to the activities whether caused by the negligence or Releasees or otherwise.
- 4. That should any part or portion of this Release and Waiver of Liability, Assumption of all Risk, and Indemnity Agreement be determined to be legally invalid or unenforceable for any reason, only such part or portion shall be severed and removed from the Agreement. The remaining provisions and all portions of this Agreement that have not been ruled invalid or unenforceable shall independently survive and remain in full force and effect, with only the invalid or unenforceable part or portion of this Agreement to be deemed stricken, unenforceable and severed from this Agreement.

That I have read this Release and Waiver of Liability, Assumption of all Risk, and Indemnity Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

I represent and warrant that I am the parent or legal guardian of _______ and have signed on behalf of the child. I have received, read, and I understand the foregoing Release and Waiver. I fully consent to and have voluntarily executed said Release and Waiver on the child's behalf. I acknowledge and agree that all representations, consents, agreements, grants, waivers, authorizations, indemnifications and releases herein shall be regarded as made by me on behalf of the child and shall be binding on me and the child.

Furthermore, in consideration of Releasees possibly including me and/or the child in the activities, I hereby agree to be bound by and to perform all of the terms and conditions of the foregoing Release and Waiver (including, without limitation, the provisions regarding release of all claims), as such terms and conditions may relate to my participation and/or the participation of the child in the activities, if any.

Parent's signature: _____

Date: _____ /20 ____

PLEASE PROVIDE THE INFORMATION BELOW

Parent's e-mail address: _____

Child's LMT e-mail ID:

Child's birth date: _____ /20 ____