



PartnerUp® Online Terms of Use

Effective Date: April 15, 2025

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About.

The PartnerUp® program (the “Program”) is for high school seniors looking for professional careers after high school and is provided through participating schools (each a “School”) in the following markets: Birmingham, Alabama; Cleveland, Ohio; and Pittsburgh, Pennsylvania (each a “Market”). PNC works with community educators, schools and employers in the Markets (each a “Partner”) to help prepare students for professional careers after graduation. However, applying for or participating in the Program is not an offer or guarantee of employment.

Seniors at participating Schools may submit an application for the Program. PNC reviews applications to identify eligible applicants. The names and certain application information for eligible applicants are provided to Schools in order to choose Program participants. Schools are solely responsible for selecting Program participants from the pool of eligible applicants provided by PNC.

Changes.

PNC may make changes to or discontinue the Site, including the Materials, and the Program at any time, without notifying you. PNC may also change, update, add, remove or otherwise modify provisions of these Terms at any time by posting the updated Terms on the Site. By accessing or using the Site after PNC has updated the Terms, you are agreeing to all the updated Terms; if you do not agree with any of the updated Terms, you must stop using the Site.

General Use.

By using the Site, you represent, acknowledge and agree that you are at least 18 years of age, or if you are under 18 years of age (a “Minor”), that you are using the Site with the consent of your parent or legal guardian and that you have received your parent’s or legal guardian’s permission to use the Site and agree to its Terms. If you are a parent or legal guardian of a Minor, you hereby agree to bind the Minor to these Terms and to fully indemnify and hold harmless PNC if the Minor breaches any of these Terms. Minors who are not seniors at a participating School, are not permitted to use the Site at any time or in any manner or to submit any information to PNC or the Site.

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Your right to use the Site and Materials is conditioned upon your compliance with these Terms. If you breach any of the terms and conditions of these Terms, the above license will terminate automatically, and you must immediately destroy any downloaded or printed Materials.

Using the Site.

You do not need to register or create an account to access and view most of the Site. However, certain portions of the Site may only be available to students currently participating in the Program. All the information that you provide when registering for an account and otherwise through the Site must be accurate, complete and up to date.

Privacy Policy.

Please review (1) the PartnerUp Privacy Notice, available at www.partnerupprogram.com, which describes how we use the personal information we collect related to the Site and the Program, and (2) the PNC Privacy Policy, available at www.partnerupprogram.com which explains PNC's information practices, generally, and the rights and choices you have regarding the personal information the PNC collects about you. Together, (1) and (2) are the "**Privacy Policy**."

AS FURTHER DESCRIBED IN THE PARTNERUP PRIVACY NOTICE, CERTAIN PERSONAL INFORMATION YOU SUBMIT THROUGH THE SITE MAY BE SHARED WITH PARTNERS, INCLUDING SCHOOLS AND EMPLOYERS.

Links to Third-Party Sites.

The Site may link to or be linked to from other websites and online services that are not provided by or on behalf of PNC, including, without limitation, Partner sites, social networking, blogging and similar websites and websites that provide question-and-answer forum functionality (collectively, "**Third-Party Sites**"). Certain areas of the Site may allow you to interact with such Third-Party Sites, and, in certain situations, you may be transferred to a Third-Party Site through a link, but it may appear that you are still on the Site. In any case, you acknowledge and agree that the Third-Party Sites may have different privacy policies and terms and conditions and/or user guides and business practices than PNC, and you further acknowledge and agree that your use of such Third-Party Sites is governed by the respective Third-Party Site privacy policy and terms and conditions and/or user guides. PNC provides you with links to Third-Party Sites as a convenience. PNC does not verify, make any representations or take responsibility for such Third-Party Sites, including, without limitation, the truthfulness, accuracy, quality or completeness of the content, services, links displayed and/or any other activities conducted on or through such Third-Party Sites.

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- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Use racially, ethnically, or otherwise offensive language.
- Discuss or incite illegal activity.
- Use explicit/obscene language or solicit/post sexually explicit images (actual or simulated).
- Post anything that exploits children or minors or that depicts cruelty to animals.
- Post any copyrighted or trademarked materials without the express permission from the owner.
- Disseminate any unsolicited or unauthorized advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes', or any other form of such solicitation.
- Use any robot, spider, scraper or other automated means to access the Site.
- Take any action that imposes an unreasonable or disproportionately large load on our infrastructure.
- Alter the opinions or comments posted by others on the Site.
- Post anything clearly false or misleading.
- Post anything unrelated to our business, products or services.
- Post anything contrary to our public image, goodwill or reputation, provided that the foregoing will not apply to you if applicable law prohibits such limitations and restrictions.

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Local Laws; Export Control.

PNC controls and operates the Site from its headquarters in the United States of America and the Materials may not be appropriate or available for use in other locations. If you use the Site outside the United States of America, you are responsible for following applicable local laws.

Feedback.

If you send or transmit any communications, comments, questions, suggestions, or related materials to PNC, whether by letter, email, telephone, or otherwise (collectively, “**Feedback**”), suggesting or recommending changes to the Site, any Site offered through the Site or Materials, including, without limitation, new features or functionality relating thereto, all such Feedback is, and will be treated as, non-confidential and non-proprietary. Except as prohibited by applicable law, you hereby assign all right, title, and interest in, and PNC is free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. Where the foregoing assignment is prohibited by law, you hereby grant Us an exclusive, transferable, worldwide, royalty-free, fully paid up license (including the right to sublicense) to use and exploit all Feedback as We may determine in our sole discretion. Notwithstanding the foregoing, you understand and agree that PNC is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution.

Language.

The Parties hereto have expressly required that these Terms and all documents and notices relating thereto be drafted in the English language.

General.

PNC prefers to advise you if we feel you are not complying with these Terms and to recommend any necessary corrective action. However, certain violations of these Terms, as determined by PNC, may result in immediate termination of your access to the Site without prior notice to you. The Federal Arbitration Act, Pennsylvania state law and applicable U.S. federal law, without regard to the choice or conflicts of law provisions, will govern these Terms. Foreign laws do not apply. Any disputes arising from or relating to these Terms or your access to the Site shall be exclusively subject to the jurisdiction of any federal or state court for the Western District of Pennsylvania or the county of Allegheny. To the extent any portion of these Terms is determined to be unenforceable by a court of competent jurisdiction, such portion will be modified solely to the extent necessary to cause such portion to be enforceable, and these Terms, as so modified, shall remain in full force and effect. PNC’s failure to enforce any portion of these Terms or waiver of any right under or term or provision of these Terms will not be deemed a waiver of any other right, term, or provision of these Terms at that time or a waiver of that or any other right, term, or provision of these Terms at any other time. These Terms are the entire agreement between you and PNC and supersede all prior or contemporaneous negotiations, discussions or agreements between you and PNC relating to the Site. The proprietary rights, disclaimer of warranties, representations made by you, indemnities, limitations of liability and general provisions shall survive any termination of these Terms.

Contact Us.

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