Terms of Use

Acceptance of the Terms and Any Amendments

This Terms of Use Agreement ("Terms") is a binding contract between you and Manning & Napier Advisors, LLC and all of its affiliated entities ("Manning & Napier" or "we," "us," "our"). It governs your use of this website and all services, products, content, tools and information available through the website ("Website"). By using or accessing this Website, you acknowledge that you have read, understood, and agree to be legally bound by these Terms. If you do not agree with these Terms, you are not granted permission to access or otherwise use this Website.

These Terms are in addition to any other agreements between you and Manning & Napier, including any customer or account agreements, and any other agreements that govern your use of Manning & Napier's or any third party's products, services, content, tools and information available on this Website.

Your use of this Website is governed by the version of the Terms in effect on the date you access this site. Manning & Napier reserves the right to change the Website and the Terms at any time, without notice. If you use the Website after the amended Terms have been posted, you will be deemed to have agreed to the amended Terms.

These Terms were last revised as of August 3, 2021.

No Investment Recommendations or Professional Advice

THIS WEBSITE HAS BEEN DESIGNED FOR INFORMATIONAL PURPOSES ONLY. No information contained on this Website constitutes any tax, legal, insurance or investment advice, and nothing on this Website should be construed as a recommendation, by us or any third party, to acquire or dispose of any investment or security, or to engage in any investment strategy or transaction. Unless otherwise specified, you alone are solely responsible for determining whether any investment, security or strategy or any other product or service, is appropriate or suitable for you based on your investment objectives and personal and financial situation. You should consult an attorney or tax professional regarding your specific legal or tax situation. The information provided on this Website is in no way intended as an offering or a solicitation of a security which may be referenced upon the Website. Past performance does not guarantee future results.

Authorized Use & Online Account Access

Personal Use
This Website is intended only for your personal, non-commercial use, unless a duly authorized representative of Manning & Napier has otherwise agreed in writing.

Online Account Access
If you maintain an account that you access through this Website, you are solely responsible for maintaining the confidentiality of your account and password and for restricting access to your computer. You agree to accept responsibility for all activities occurring under your account or password that are due to your conduct, inaction, or negligence. Notify us immediately if you become aware of any disclosure, loss, theft or unauthorized use of your password.

Privacy Matters

Privacy Policy
Manning & Napier values your privacy and the trust you place in us when you share your personal information. Accordingly, we want to explain how we handle the personal information you give us or that is given to us by a third party. Please see our Privacy Policy for a summary of how we collect, maintain, use, and safeguard personal information.

Cookies
Cookies are small bits of information sent from a Website and stored on your computer's hard drive or temporarily in your computer's memory. We may use cookies on our Website. Cookies may be used to customize or personalize a user's experience while visiting our Website. We will not use cookies to learn your email address, pull data from your hard drive, or view data in cookies created by other websites. We will also not share the information in our cookies or give others access to it except to help us better serve your investment.

Personal Information Transmission
Your use of the Website may involve the transmission of information, including personally identifiable data, about you. You consent to the transmission of such information by electronic means through the Internet and represent that such consent will be effective whenever you use the Website. For more information on how we handle your personal information, please refer to our Privacy Policy.

Unsolicited Communications
We welcome your feedback about this Website and may use it to improve the Website. Should you provide unsolicited ideas, or material of any kind ("Communications") and we use it to develop or market products, services, content, tools or information, you agree that we can do so without compensating you. By providing us with such Communications, you represent to us that you own all rights to it. You hereby grant Manning & Napier a perpetual, worldwide, royalty-free, irrevocable license to edit, reproduce, disclose, transmit, publish, broadcast, or post your Communications either on the Website or elsewhere with no liability or obligation to you. Manning & Napier is free to use any ideas, concepts, know-how, or techniques obtained in your unsolicited Communications for any purpose including, but not limited to, developing and marketing products. Unless we state otherwise on the Website, any Communications that you email or otherwise transmit through the Website can be treated by us as non-confidential and nonproprietary.

Copyright, Trademark & Intellectual Property Rights
You acknowledge that this Website is protected by applicable copyrights, trademarks, trade secrets, patents, proprietary rights and other intellectual property laws, and that these worldwide rights are valid and protected in all forms, media, and technologies existing now or developed...
in the future. Accordingly, you may not copy, distribute, modify, or post the Website, including any text, graphics, video, audio, software code, user interface design or logos, except as explicitly authorized below or by us in writing.

**Permitted Uses**
Manning & Napier grants you a non-exclusive, personal, non-transferable, non-sublicensable, limited and revocable right to access, use and display this Website for your personal and non-commercial use and for lawful purposes only (the “Permitted Uses”). No other use of the Website is authorized unless a duly authorized representative of Manning & Napier has otherwise agreed in writing.

You may print copies of the Website's content, provided that these copies are made only for the Permitted Uses and that you include any notices and any legal information contained in the Website content, such as all copyright notices, trademark legends, or other proprietary rights notices as well as all legal caveats furnished in connection with the content.

**Prohibited Uses**
You are prohibited from any use of the Website that would give rise to liability or otherwise violate any applicable laws or regulations or the Terms. You may not publicly perform, publicly display, transmit, publish, participate in the sale or transfer of, modify, or create derivative works based on anything available through the Website, in whole or in part. You shall not store electronically any significant portion of any part of the Website. No reverse engineering, linking, framing, or modification of any part of this Website is allowed without our written approval. Any modification or unauthorized use is a violation of our copyrights and other proprietary rights.

**Trademarks & Copyrights**
The following are proprietary company names, which may include trademarks and service marks of Manning & Napier Advisors, LLC and its affiliates:

- Exeter Trust Company (ETC)
- Glide Range™
- Manning & Napier Advisors, LLC (MNA)
- Manning & Napier Fund, Inc. (Fund)
- Manning & Napier Group of Companies (MNGC)
- Manning & Napier Investor Services, Inc.
- Manning & Napier Logo
- Manning Yield®
- Personal Financial Advisor @ Work®
- Pro-Blend®
- Pro-Mix®

Other company product and service names and logos used and displayed on this Website may be trademarks or service marks owned by others. Nothing on this Website should be construed as granting any license or right to use any of the Manning & Napier trademarks or other trademarks displayed on this Website without the prior written permission in each instance of a duly authorized representative of Manning & Napier and/or the owner(s) of such other trademarks.

The Website also contains text, software, graphics, images, logos, and other material protected by copyrights or other proprietary rights and laws (“Proprietary Material”) owned by Manning & Napier or its licensors. Any use of such Proprietary Material other than as permitted herein is expressly prohibited without the prior written permission of a duly authorized representative of Manning & Napier and/or the relevant rights holder.

**Electronic Communication Disclosures**

**Electronic Communication and Confidentiality**
It is important that you do not use e-mail or other electronic means to request, authorize or effect the purchase or sale of any security, to send fund transfer instructions, to effect any other transactions or to send time sensitive instructions. Any such request, orders, or instructions that you send will not be accepted nor processed by Manning & Napier. In addition, you should be aware that ordinary (unencrypted) e-mail sent through the Internet is not secure. Do not use email to send us confidential or sensitive information, such as social security numbers or other important information. Your e-mail message is not private in that it is subject to review by Manning & Napier, its officers, agents and employees.

**Opt-out Notice**
Should you provide us with your email address, or if you have done so in the past, we may occasionally send you an email to notify you of new products or services available either via our Website or directly from Manning & Napier. Email sent through Manning & Napier will be maintained in a manner consistent with our legal and regulatory requirements regarding client and public communications.

You may opt out of receiving emails from Manning & Napier at any time. To discontinue emails, please reply to the email and place “Remove From Email” in the subject line or call us as listed below. Email communication and any attachments may contain proprietary, confidential, or privileged information. If you are not the intended recipient, you are hereby notified that you have received the email in error and that any review, disclosure, dissemination, distribution or copying of it or its contents is prohibited. The sender does not waive confidentiality or any privilege by mistransmission. If you have received the email in error, please notify the sender immediately, delete the email completely from your computer system, and destroy all copies and any attachments.

**Third Party Notices & Third Party Content**

**Third Party Vendor Notice**
All third party vendors, product suppliers or counterparties should be aware that formal approval by an authorized signatory is required in order to bind Manning & Napier to any material financial commitment. To the extent you are dealing with an individual employee at Manning & Napier you are hereby notified that such employee is required to obtain approval by an authorized signatory prior to Manning & Napier entering into any written agreement, purchase order, or other financial commitment.

**Third Party Content**
Some of the products, services, content, including advertisements, tools, and information available through the Website may be provided by companies that are not affiliated with Manning & Napier (“Third Party Content”). Additional restrictions may apply to your use of Third Party Content. You should carefully examine such restrictions. Third Party Content providers may have reserved a right to modify the restrictions they impose on use of their content without notice. As with our Website’s Terms, use of Third Party Content after a change in the posted restrictions relating to that content will constitute acceptance of those changes.
For informational or educational purposes, or as a service and convenience to you, this Website may provide referral information, Third Party Content or live links to unaffiliated third party and their websites. Our decision to provide a link from our Website to a third party website is not an endorsement of the third party, their products or services, or their website accessed through any such links. While we would generally only provide such information from, or links to, sources considered reliable, we do not conduct independent investigations and accordingly make no representations or warranties as to Third Party Content, and do not guarantee their accuracy, timeliness, completeness or usefulness. Any use of Third Party Content is at your own risk.

MANNING & NAPIER IS NOT RESPONSIBLE FOR ANY THIRD PARTY, THEIR PRODUCTS OR SERVICES, THEIR WEBSITE, OR ANY CONTENT MADE AVAILABLE THROUGH SUCH THIRD PARTY SITES. MANNING & NAPIER DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, REGARDING THIRD PARTY CONTENT (OR ITS ACCURACY) ON ANY THIRD PARTY SITES. MANNING & NAPIER SHALL HAVE NO LIABILITY OF ANY NATURE WHATSOEVER IN RELATION TO ANY OF THE FOREGOING.

Information for Foreign Investors & Investors Outside Registered States

Not all services are available outside the U.S. Manning & Napier Advisors, LLC is not currently registered to conduct business in all countries. Registration for opportunities in any country outside the U.S. will be reviewed on a case-by-case basis. Proprietary mutual and collective investment trust funds are not available for investment outside of the U.S. Manning & Napier’s services are not intended for distribution to, or use by, any person in any jurisdiction where such use would be contrary to law or regulation, or which would subject Manning & Napier to any registration requirement with such jurisdiction.

Manning & Napier is not offering services in states in which Manning & Napier is not properly registered.

Manning & Napier Fund, Inc.

Prospectus Offer
Manning & Napier Fund, Inc. (the Fund) is an open-end management investment company that offers separate series, each a separate investment portfolio having its own investment objective and policies. The Fund is managed by MNA. Manning & Napier Investor Services, Inc. (MNSI), an affiliate of MNA, is the distributor of the Fund shares. MNA has contracted Rainier Investment Management, LLC, an affiliate of MNA and MNBD, to sub-advice the International Discovery Series.

All investments involve risk including loss of principal. Prospectuses available on this Website relate to specific Series of the Fund and contain important information about the Fund’s investment goals, strategies fees and expenses, and risk considerations. For complete information about each Series or for information on purchasing shares, you may obtain a prospectus and application on this Website or by calling (800) 466-3863. Before investing, carefully consider the objectives, risks, charges and expenses of the investment and read the prospectus carefully as it contains this and other important information about the Fund. Fund fact sheets with holdings data and other details are available on this Website and upon request.

Fund Performance
Past performance does not guarantee future results. The investment return and principal value of an investment will fluctuate, so that an investor’s shares, when redeemed, may be worth more or less than their original cost. Current performance may be higher or lower than that quoted; investors can obtain the most recent month-end performance on this Website or by calling (800) 466-3863.

Availability
For regulatory reasons, the Fund is only available to investors in certain states where the Fund is registered.

Miscellaneous

Disclaimer of Warranties
YOU ACKNOWLEDGE AND AGREE THAT THIS WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NONE OF MANNING & NAPIER ADVISORS, LLC, ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS (COLLECTIVELY, THE "MANNING & NAPIER PARTIES") GUARANTEES THE TIMELINESS, ACCURACY, RELIABILITY, COMPLETENESS, OR USEFULNESS OF THE WEBSITE. NONE OF THE MANNING & NAPIER PARTIES WARRANT THAT THIS WEBSITE OR DOWNLOADS WILL MEET YOUR NEEDS OR EXPECTATIONS, OR BE UNINTERRUPTED, SECURE OR ERROR FREE OR THAT THIS WEBSITE, ITS SERVER OR ANY FILES AVAILABLE FOR DOWNLOADING THROUGH THIS WEBSITE ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL ELEMENTS. THE MANNING & NAPIER PARTIES HAVE NO RESPONSIBILITY FOR VIRUSES OR ANY OTHER DAMAGE THAT MAY BE CAUSED TO YOU AS A RESULT OF USING THIS WEBSITE, PERIODS OF VOLATILE OR UNUSUAL MARKET ACTIVITY, IN PARTICULAR, MAY AFFECT SYSTEMS AVAILABILITY OR RESPONSE TIME.

YOU EXPRESSLY AGREE THAT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THIS WEBSITE AND THE TIMELINESS, USEFULNESS, ACCURACY OR COMPLETENESS OF THE WEBSITE IS ASSUMED SOLELY BY YOU. ALL OF MANNING & NAPIER PARTIES HEREBY SPECIFICALLY DISCLAIM ANY REPRESENTATIONS, ENDORSEMENTS, GUARANTEES, WARRANTIES, EXPRESS OR IMPLIED, REGARDING THIS WEBSITE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL OF THE MANNING & NAPIER PARTIES DISCLAIM ANY WARRANTIES WITH RESPECT TO ANY RESULTS THAT MAY BE OBTAINED FROM THE USE OF THIS WEBSITE.

Disclaimer of Third Party Damages
Manning & Napier expressly disclaims responsibility for damages third parties may cause to you through the use of this Website, whether intentional or unintentional.

Limitation of Liability
YOUR SOLE REMEDY FOR DISSATISFICATION WITH YOUR USE OF OUR WEBSITE IS TO STOP USING THE WEBSITE. YOU AGREE THAT UNDER NO CIRCUMSTANCES WILL THE MANNING & NAPIER PARTIES BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (COLLECTIVELY, THE "EXCLUDED DAMAGES"), ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF OR INABILITY TO USE THIS WEBSITE, EVEN IF THE MANNING & NAPIER PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN THE EXCLUDED DAMAGES. FURTHER, THE MANNING & NAPIER PARTIES WILL NOT BE RESPONSIBLE FOR ANY FAILURE TO COMPLY, BY YOU OR
ANY THIRD PARTY, WITH THESE TERMS OR WITH APPLICABLE FEDERAL, STATE AND LOCAL LAWS.

These limitations of liability will apply regardless of: (i) any negligence or gross negligence of any Manning & Napier party; or (ii) whether the liability sounds in negligence, strict liability, contract, tort (including negligence) or any other theory of legal liability; and will remain in effect even if any remedy fails of its essential purpose. Some states do not allow the limitation of liability or exclusion of warranties, so the above limitations and exclusions may not apply to you. In those states, the Manning & Napier parties’ liability will be limited to the greatest extent permitted by law. In no event shall the Manning & Napier parties’ aggregate liability to you exceed one hundred dollars ($100).

Indemnification
As a condition of your use of the Website, you agree to make the Manning & Napier Parties and their third party providers whole for any and all claims, losses, liabilities and expenses (including but not limited to reasonable attorneys’ fees) arising from any use of the Website or your violation of these Terms.

Governing Law, Forum, Miscellaneous
Failure by Manning & Napier to enforce any provision(s) of these Terms shall not be construed as a waiver of any provision or right. This Website is controlled and operated by Manning & Napier from its offices within the State of New York. The laws of the State of New York govern these Terms. If you take legal action relating to these Terms, you agree to file such action only in the state courts located in Monroe County, New York, or the United States District Court for the Western District of New York, and you consent and submit to the personal jurisdiction of those courts for the purposes of litigating any such action. If any provision of these Terms is deemed unlawful, void, or for any reason unenforceable, the remaining provisions shall be enforced and remain effective to the fullest possible extent.

You shall comply with all laws, rules and regulations by any governmental authority or agency which govern or apply to the operation and use of the Website. These Terms inures to the benefit of Manning & Napier, its successors and assigns. You may not assign these Terms. No waiver shall be effective unless in writing. All rights not expressly granted herein are reserved by Manning & Napier.

Termination
You acknowledge and agree that Manning & Napier may restrict, suspend or terminate the Terms or your access to, and use, of the all or any part of the Website, including any links to third-party sites, at any time, with or without cause, including but not limited to any breach of the Terms, in Manning & Napier’s sole and absolute discretion and without prior notice or liability. The relevant version of the Terms shall continue to apply to all prior use of the Website. The following paragraphs of this Terms shall survive termination of your use or access to the Website: paragraphs concerning Indemnification, Disclaimers, Limitations of Liability, Termination, and any other provision that by its nature survives termination of your use of or access to the Website.

Contact Information
Manning & Napier
290 Woodcliff Drive
Fairport, NY 14450
Toll Free: (800) 551-0224
Phone: (585) 325-6880
Fax: (585) 325-5617
www.manning-napier.com