**TERMS OF USE**

Welcome to the Gender Mosaic website, an interactive resource for understanding your own and other people’s gender, available at [www.gendermosaic.tau.ac.il](https://gendermosaic.tau.ac.il/) (the “**Website**”). The Website is owned and operated by Tel Aviv University (“**we**”, “**us**”, “**our**”).

Please carefully read the following Terms of Use (the "**Terms**"). The Terms constitute a binding agreement between you and us. By accessing and using the Website, you indicate your acceptance of these Terms. If you do not agree to these Terms, you may not access the Website or use it in any manner.

**Key Points of These Terms**

The following key points are provided for your reading convenience. They do not substitute the full Terms that we provide thereafter. Capitalized words are defined further below in these Terms.

* The Website supports research led by Prof. Daphna Joel from Tel Aviv University on the gender binary.
* You may create your own “Gender Mosaic” of masculine and feminine traits by answering the Gender Mosaic Questionnaire. You may also choose to further participate in our research and answer additional questions.
* Your Gender Mosaic does not constitute a medical or psychological opinion and does not supplement any such opinion by a physician, psychologist or other professional.
* The Articles on our Website are merely informational. You should read them at your own discretion. We will not be liable for damages occurring as a result of your reliance on them.
* When you use the Website, you must comply with any applicable law. You should also refrain from using the Website in any manner prohibited by these Terms. We may block your access to the Website in the cases detailed herein.
* **We respect your privacy**. We do not collect your personal information when you answer any of the questionnaires. If you join our newsletter or contact us through our contact form, we then identify you, but we do not link this information to your answers to the questionnaires. We will only use your information to provide you with our newsletter or respond to your inquiries, as the case may be.
* We and our licensors own all rights, title and interest in and to the Website and any content available on it, and you may not use it in any way without our prior consent. However, you may freely use your Gender Mosaic, the Gender Mosaic Questionnaire, and our Articles, subject to the terms of the [CC-BY 4.0 license](https://creativecommons.org/licenses/by/4.0/legalcode).
* TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE WILL NOT BE LIABLE TO YOU FOR ANY DAMAGES ARISING FROM, OR IN CONNECTION WITH THE WEBSITE OR ITS CONTENT.
* These Terms shall be governed by the laws of the State of Israel. The Tel Aviv District Court shall have the sole and exclusive jurisdiction over any claim in connection with the Website or these Terms. We may amend these Terms for any of the purposes detailed herein.
* We will publish the amended Terms herein and indicate their last date of update. Your continued use of the Website indicates your consent to the amended terms.

**About the Website**

The Website supports research led by Prof. Daphna Joel, a neuroscientist at Tel Aviv University (the “**Research**”). The Research reveals that the prevailing neuromyth by which the human brain is either “male” or “female” is incorrect, and that humans possess a unique mix of both feminine and masculine psychological traits – a “gender mosaic”.

Our Website includes the following content:

* The Research questionnaire, which allows you to create your own Gender Mosaic (the “**Gender Mosaic Questionnaire**”).
* Articles containing further information on gender and the underlying science, written by our research team (the ”**Articles**”).
* Information about Prof. Joel and Luba Vikhanski’s book “*Gender**Mosaic: Beyond the Myth of the Male and Female Brain*”.

**The Gender Mosaic Questionnaire**

You may only reply to our questionnaire if you 18 years old or older.

The Gender Mosaic Questionnaire is comprised of two parts:

* The mosaic questionnaire – in this part, you will be asked about your interests, your behavioral tendencies, and your sexual behaviors and preferences. You are not required to reply to all questions and may choose to skip any of them.

Once you complete this part, we will create a visual representation of your unique mix of feminine and masculine psychological traits, based on your answers (your “**Gender Mosaic**”).

Please keep in mind that the Gender Mosaic is solely intended to demonstrate the inaccuracy of the binary conceptualization of gender. YOUR GENDER MOSAIC DOES NOT CONSTITUTE, AND SHOULD NOT BE CONSTRUED AS CONSTITUTING, A MEDICAL OR PSYCHOLOGICAL OPINION. IT IS NOT SUPPLEMENTAL TO ANY PROFESSIONAL OPINION BY YOUR THERAPIST OR DOCTOR, AND SHOULD NOT REPLACE CONSULTING WITH SUCH PROFESSIONALS.

You may, in your own discretion, share your Gender Mosaic on social media platforms. Please keep in mind that if you share your Gender Mosaic, others will be able to identify this information with you. WE WILL NOT BE LIABLE FOR ANY DAMAGES THAT MAY OCCUR TO YOU AS A RESULT OF SHARING THIS DATA.

* Additional questions for Research purposes – once you complete the first part, we will ask you to further participate in our Research and answer additional questions regarding your demographics, sexual orientation and gender identity. Participation in the Research is completely voluntary and is not required in order to receive your Gender Mosaic. If you decide to participate, you may skip any question.

Your answers to these additional questions will be used strictly for research purposes and will not be reflected in your Gender Mosaic.

Unless you share your answers to the Gender Mosaic Questionnaire yourself, we or any other third party will not be able to trace them back to you.

In any way, you will not be required, at any stage, to provide your personal information such as your name and contact details.

**Articles**

Our Articles are meant to assist you in having a better understanding of sex, brain, and gender.

The Articles are merely informational, and you should read them at your own discretion. You may not, in any circumstance, consider them to be professional advice or to substitute professional guidance. Although we make efforts to provide accurate and reliable content, we will not be liable for any damage that may occur as a result of your reliance on the content of our Articles.

**Acceptable Use of the Website**

Subject to these Terms, you may access the Website, view the content available on it, and create your Gender Mosaic.

When using the Website, you should also refrain from –

* Breaching these Terms or any other applicable rules and instructions that we may provide;
* Interfering with, burdening, or disrupting the functionality of the Website;
* Breaching the security of the Website or identifying any security vulnerabilities in it;
* Circumventing or manipulating the operation, or functionality of the Website, or attempting to enable features or functionalities that are otherwise disabled, inaccessible or undocumented in the Website;
* Using or launching any automated system, including without limitation robots, crawlers and similar applications to collect and compile content from the Website;
* Displaying the Website or any part thereof in an exposed or concealed frame, or linking to elements or portions of the Website, independently from the web pages on which they originally appear;
* Displaying content from the Website, including by any software, feature, gadget or communication protocol, which may alter the content or its design;
* Collecting, harvesting, obtaining or processing personal information of or about other users of our Website;
* Engaging in any activity that constitutes a criminal offense or gives rise to civil liability;
* Violating any applicable law.

We may employ technological measures to detect and prevent fraudulent or abusive use of the Website. We may block your access to the Website immediately upon sending a notice, if:

* You materially or repeatedly breach these Terms;
* We reasonably believe that your use of the Website causes substantial harm or liability to us or to third parties, e.g. by hacking, spamming, misleading, fishing, and harassing other users;
* We’re required to do so under applicable law or a court order.

**Your** **privacy**

We respect your privacy.

We do not collect your personal information when you reply to our questionnaires. If you decide to join our newsletter or contact us through our Website’s contact form, we are then able to identify you. We will collect your personal information and use it only to provide you with our newsletter or respond to your inquiries, respectively.

We use cookies for the operation of the Website. For more information, please see our **Cookies Policy**.

**Intellectual property**

The intellectual property rights associated with the Website, including copyrights, trademarks, trade names, patents, trade secrets, work methods and processes, and any other right, are the sole property of us or our third party licensors. These rights apply, among others, to information, Articles, your Gender Mosaic, images and other content, graphic design, data and its processing, domain name, the Website’s “look and feel”, computer code and any other detail concerning the operation of the Website.

You may not copy, duplicate, distribute, sell, make available, market and translate any content from or portion of our Website, including trademarks, images, pictures, texts and the Website’s computer code, without our explicit prior and written consent. **However, you may copy, distribute, display, perform publicly, or otherwise use your Gender Mosaic and our Articles, free of charge and for any purpose (personal or commercial), provided that you use such proprietary content under a** [**Creative Commons Attribution 4.0 license**](https://creativecommons.org/licenses/by/4.0/legalcode) **(CC-BY 4.0) and subject to the terms therein**.

Trademarks on the Website (whether registered or not) and the Website's domain name, are our sole property. You may not use them without our prior written consent.

**Changes to the Website; Availability**

We may change, improve and adopt new features to our Website, for example by modifying the structure, layout, design or display, as well as the scope and availability of the information and content therein, for these reasons:

* To improve our Website, the service it offers and content available on it;
* To adapt to new technologies;
* To reflect changes in our agreements with third parties and our service providers;
* To comply with legal, regulatory, security or operability issues; or
* To prevent abuse of our Website and to enforce these Terms.

Changes of these types, by their very nature, may result in glitches or cause inconvenience. We will make efforts to have the Website available and operate without errors, on a 24/7 basis. However, the availability, quality and functionality of the Website depends on various factors, including software, hardware, communication networks, which are provided by third parties, at their responsibility. These factors are not fault-free, and we do not warrant that the Website will operate without disruption, errors or interruptions, or that it will be accessible, or available at all times or immune from errors, glitches or unauthorized access.

We may, at any time and without any liability to you, terminate the operation of the Website. If we do so, the link to your personal Gender Mosaic will no longer lead to your mosaic. Gender Mosaics saved as picture will not be affected.

**Disclaimer of Warranty and Limitation of Liability**

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE AND OUR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ADVISORS, CONSULTANTS, SUBCONTRACTORS AND ASSIGNEES (COLLECTIVELY, OUR “**STAFF**”), SHALL NOT BE LIABLE TO YOU, FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, INCIDENTAL OR CONSEQUENTIAL DAMAGE, OR ANY SIMILAR DAMAGE OR LOSS, INCLUDING LOSS OF PROFIT AND LOSS OF DATA, COSTS, EXPENSES AND PAYMENTS, EITHER IN TORT, CONTRACT, OR IN ANY OTHER FORM OR THEORY OF LIABILITY, ARISING FROM, OR IN CONNECTION WITH THE WEBSITE AND ITS CONTENT, THE USE OF, OR THE INABILITY TO USE THE WEBSITE, OR FROM ANY FAILURE, ERROR, OR BREAKDOWN IN THE FUNCTION OF THE WEBSITE, OR FROM ANY FAULT, OR ERROR MADE BY OUR STAFF, OR FROM YOUR RELIANCE ON CONTENT AVAILABLE ON OR THROUGH THE WEBSITE, OR FROM ANY COMMUNICATION WITH THE WEBSITE OR US, OR FROM RETENTION, DELETION, DISCLOSURE AND ANY OTHER USE OR LOSS OF DATA OR INFORMATION.

**Governing Law and Jurisdiction**

These Terms shall be governed solely by the laws of the State of Israel without regard to its conflict of law provisions.

The Tel Aviv District Court shall have the sole and exclusive jurisdiction over any claim in connection with the Website or in respect of any matter relating to these Terms.

**Changes to the Terms**

From time to time, we may change these Terms, in whole or in part, to reflect modifications to our Website; to comply with the applicable law and to adopt new regulatory requirements; to prevent abusive use or harm; or where changes are required in light of our experience in communicating with you and other users. We will always post the most updated version of the Terms on our Website and will indicate their last date of update. All amendments will become effective immediately upon their posting, or as otherwise required.

Your continued use of the Website after the effective date of the amended Terms constitutes your consent to the amended Terms.

## **Contact Us**

You may contact us with any questions or comments through our [contact form](https://gendermosaic.tau.ac.il/contact/).

## **Last update: August 2022**