

TERMS AND CONDITIONS

ArubaPropertyAppraisals.com

Last updated: 23 March 2026

1. About Us

ArubaPropertyAppraisals.com is a trade name operated by Madu Enterprise V.B.A., a business entity organized under the laws of Aruba. ArubaPropertyAppraisals.com (“we,” “us,” or “our”) is an independent property valuation service provider specializing in market-based valuation analyses for real estate located in Aruba. We provide valuation reports to assist property owners, prospective buyers, sellers, and investors in understanding current market conditions and indicative property values.

ArubaPropertyAppraisals.com is a private, independent business and is not affiliated with any governmental authority, financial institution, lender, real estate broker, or regulatory body unless expressly stated in writing. Use of this website and/or our services is subject to these Terms and Conditions, which govern all engagements and/or assignments and/or contract between the client and ArubaPropertyAppraisals.com.

2. Nature of Our Services

All services provided by ArubaPropertyAppraisals.com consist of **non-binding, advisory opinions of value** based on available market data, publicly accessible information, third-party sources, and, where applicable, limited visual observations at the time of analysis.

Our services do not constitute certified, statutory, or government-recognized appraisals unless explicitly agreed in writing. Valuation conclusions represent professional judgment applied to market data as of a specific date and are inherently subject to assumptions, limitations, and market volatility.

We do not guarantee the accuracy, completeness, or future performance of any valuation and do not provide legal, tax, engineering, environmental, or structural advice. No representation is made that any report will be accepted by lenders, courts, tax authorities, insurers, or governmental bodies.

All services are provided within the framework of contractual freedom and limitation of liability as recognized under the **Civil Code of Aruba (Burgerlijk Wetboek van Aruba)**, and no duty of care beyond the express contractual scope is assumed.

3. Types of Reports

ArubaPropertyAppraisals.com offers two (2) categories of valuation reports. Each report type is subject to specific scope limitations, assumptions, and permitted uses, as set out below.

3.1. Comparative Market Analysis (CMA) Report

A Comparative Market Analysis (“CMA”) Report provides a market-based comparison of a limited number of properties that are currently listed or have recently been offered for sale and are deemed broadly comparable based on available information.

A CMA Report:

- Is based primarily on publicly available and third-party market data;
- Typically includes a comparison of three (3) to five (5) properties;
- Does not involve a physical inspection of the property;
- Does not include verification of legal title, zoning, permits, construction quality, measurements, or property condition;
- Does not constitute an appraisal, certification, audit, or inspection.

A CMA Report is provided for **informational and decision-support purposes only** and must not be relied upon for lending, financing, taxation, legal proceedings, regulatory compliance, or any purpose requiring a certified or statutory appraisal.

Unless expressly agreed in writing, a CMA Report is not a certified or statutory appraisal and is not intended for reliance by banks, courts, tax authorities, insurers, or governmental bodies.

Unless expressly stated in writing in the report itself, no service, investigation, verification, or analysis shall be deemed included. Any service not expressly stated in the report or agreed in writing shall be deemed excluded.

3.2. Appraisal Report (Market Valuation – Non-Certified)

An Appraisal Report provides a more detailed, market-based valuation analysis of a property, incorporating a broader review of market data and, where applicable, a limited visual inspection of observable features.

An Appraisal Report:

- Represents an opinion of market value based on available data and professional judgment at the time of analysis;
- May include a breakdown of land and built-up values based on market indicators;
- May include a limited visual inspection restricted to observable conditions only;
- Does not include technical, structural, environmental, engineering, or legal due diligence;
- Does not verify boundaries, measurements, permits, title, or compliance with applicable laws or regulations.

Unless expressly agreed in writing, an Appraisal Report is **not a certified or statutory appraisal** and is **not intended for reliance by banks, courts, tax authorities, insurers, or governmental bodies**.

Unless expressly stated in writing in the report itself, no service, investigation, verification, or analysis shall be deemed included. Any service not expressly stated in the report or agreed in writing shall be deemed excluded.

3.3. General Limitations Applicable to All Reports

All reports:

- Reflect market conditions as of the date of analysis only;
- Are based on assumptions and data sources that may be incomplete, outdated, or subject to change;
- Are prepared exclusively for the client who commissioned the report.

No report constitutes a guarantee of sale price, purchase price, financing approval, or future property value.

4. Data Sources and Assumptions

All reports prepared by ArubaPropertyAppraisals.com are based, in whole or in part, on information obtained from publicly available sources, third-party databases, real estate listings, governmental or quasi-governmental records, and information provided by the client or other third parties.

We do not independently verify the accuracy, completeness, or current validity of such information and expressly disclaim responsibility for errors, omissions, misstatements, or outdated data originating from third-party or public sources. Any reliance placed on such information is at the client's own risk.

All measurements, dimensions, layouts, land areas, and property characteristics referenced in a report are approximate only and may be based on visual estimation or available documentation. No representation or warranty is made as to their accuracy. Clients are solely responsible for obtaining independent verification where precision is required.

Reports are prepared based on market conditions, assumptions, and information available at the time of analysis. Changes in market conditions, legal status, zoning, regulatory requirements, or property characteristics occurring after the date of the report are outside the scope of our services and may materially affect valuation conclusions.

5. No Professional or Fiduciary Duty

ArubaPropertyAppraisals.com does not act as a fiduciary, trustee, licensed surveyor, structural engineer, environmental consultant, legal advisor, tax advisor, or financial advisor.

No fiduciary relationship, agency relationship, or professional duty of care beyond the express contractual scope of services is created by the provision of any report or by the use of this website. All services are provided on an arm's-length basis in accordance with the principles of contractual freedom and limitation of liability recognized under the **Civil Code of Aruba (Burgerlijk Wetboek van Aruba)**.

Clients remain solely responsible for their own decisions and are encouraged to seek independent legal, financial, technical, or professional advice before acting on any information contained in a report.

Unless expressly stated, ArubaPropertyAppraisals.com does not perform invasive testing or defect discovery, and shall not be responsible for latent or concealed conditions.

6. Limitation of Liability

ArubaPropertyAppraisals.com performs its services with reasonable care and professional judgment within the agreed scope of work. However, valuations are inherently based on assumptions, market conditions, and information that may be incomplete, inaccurate, or subject to change.

To the extent permitted under the **Civil Code of Aruba (Burgerlijk Wetboek van Aruba)**, including Articles **6:74**, **6:98**, and **6:248**, ArubaPropertyAppraisals.com shall only be liable for direct damages that are the immediate and foreseeable result of a demonstrable attributable failure in the performance of its contractual obligations.

ArubaPropertyAppraisals.com shall not be liable for indirect or consequential damages, including but not limited to loss of profit, loss of opportunity, market fluctuations, financing decisions, investment outcomes, or reputational harm.

Where liability is established notwithstanding the foregoing, the total cumulative liability of ArubaPropertyAppraisals.com shall be limited to the amount of the fee paid by the client for the specific report giving rise to the claim, unless mandatory law provides otherwise.

This limitation of liability applies to the fullest extent permitted by law, but does not apply in cases of intent or gross negligence by ArubaPropertyAppraisals.com or its executive management.

7. Non-Discrimination and Bias Disclaimer

ArubaPropertyAppraisals.com conducts all valuation services in a neutral, objective, and professional manner. Valuation conclusions are based solely on property-specific characteristics, market data, location factors, and the defined scope of work.

We do not consider, rely upon, or make assumptions based on race, ethnicity, nationality, religion, gender, sexual orientation, disability, familial status, age, or any other personal or protected characteristic of any individual or group. Such characteristics are irrelevant to market-based property valuation and play no role in our analyses or conclusions.

Any allegation of bias must be supported by objective evidence demonstrating a departure from professional methodology within the agreed scope of services. Differences in valuation outcomes, professional judgment, market interpretation, or methodology, standing alone, do not constitute evidence of discrimination or bias.

8. No Responsibility for Market or Regulatory Changes

ArubaPropertyAppraisals.com is not responsible for changes in market conditions, economic circumstances, regulations, zoning classifications, financing availability, governmental policies, or other external events occurring after the effective date of a report.

Valuation conclusions reflect conditions, assumptions, and information available as of the report date only. Subsequent events or changes may materially affect property value and are outside the scope of our services and responsibility.

9. Waiver of Claims

By engaging ArubaPropertyAppraisals.com, the client acknowledges that valuation services involve professional judgment and estimates rather than certainties, and that reasonable differences of opinion may exist regarding value, methodology, or comparable selection.

To the extent permitted by applicable law, the client acknowledges that ArubaPropertyAppraisals.com shall not be responsible for claims arising solely from:

- Differences in professional opinion regarding valuation conclusions;
- The selection, number, or perceived adequacy of comparable properties;
- Assumptions made in good faith based on available information;
- Inaccuracies or omissions in public, third-party, or client-provided data;
- Failure to identify latent defects or conditions outside the agreed scope of services.

This allocation of risk does not affect the client's right to seek redress for intentional misconduct, fraud, or liability that cannot be limited or excluded under mandatory provisions of Aruban law.

The client remains responsible for obtaining independent verification, professional advice, or specialist reports where reliance on precise, certified, or legally binding determinations is required.

10. No Third-Party Reliance

Reports are prepared exclusively for the client who ordered them.

No third party may rely on a report or assert any rights against ArubaPropertyAppraisals.com. Any third-party reliance is unauthorized and at that party's own risk.

11. Client Responsibilities

Clients are responsible for providing accurate, complete, and timely information relevant to the requested services. ArubaPropertyAppraisals.com relies, in part, on information supplied by the client and is entitled to assume that such information is correct unless clearly indicated otherwise.

Clients acknowledge that they are responsible for independently verifying facts, data, measurements, legal status, and other property-specific information where accuracy is essential. Clients are further responsible for determining whether additional professional advice, such as legal, tax, engineering, surveying, or environmental advice, is required prior to making decisions based on a report.

Clients agree to use any report strictly within its stated scope and intended purpose and acknowledge that any use beyond such scope is at the client's own discretion and risk.

12. No Guarantee of Outcome

All valuation conclusions represent professional opinions based on market conditions, assumptions, and information available at the time of analysis.

ArubaPropertyAppraisals.com does not guarantee:

- A specific sale or purchase price;
- The success of a transaction;
- Financing approval or lending acceptance;
- Investment performance or returns;
- Future market value or market conditions.

Market values are inherently subject to change due to economic conditions, buyer behavior, regulatory changes, and other external factors beyond the Company's control. Clients acknowledge that actual outcomes may differ materially from valuation opinions.

13. Fees and Refund Policy

Fees for services are disclosed in advance and are payable prior to commencement of work unless expressly agreed otherwise in writing.

Once work on a report has commenced, fees are generally non-refundable, as services involve professional time, analysis, and judgment that cannot be reversed. This policy does not affect any non-waivable rights that clients may have under applicable consumer protection laws in Aruba.

Requests for cancellation or modification must be submitted promptly in writing and will be handled in good faith, taking into account the stage of completion and the nature of the services performed.

14. Intellectual Property

All content made available through ArubaPropertyAppraisals.com, including but not limited to reports, methodologies, valuation models, data compilations, text, graphics, logos, layouts, and website materials, is the exclusive intellectual property of ArubaPropertyAppraisals.com or its licensors and is protected under the **copyright laws of Aruba**, applicable laws of the Kingdom of the Netherlands, and relevant international conventions.

Clients are granted a limited, non-exclusive, non-transferable right to use a report solely for their personal or internal decision-making purposes, subject to these Terms. No ownership rights are transferred.

Reproduction, distribution, publication, modification, or disclosure of any report or website content, in whole or in part, without prior written consent is prohibited, except where such use is required by mandatory law.

Reports may not be altered, excerpted, or published in a misleading manner.

15. Indemnification

The client agrees to indemnify and hold harmless ArubaPropertyAppraisals.com, its owners, affiliates, contractors, and representatives from and against any claims, losses, damages, liabilities, costs, or expenses (including reasonable legal fees) arising out of or related to:

- The client's misuse of any report or website content;
- Unauthorized disclosure or reliance by third parties;
- Inaccurate, incomplete, or misleading information provided by the client;
- Use of a report beyond its stated scope or intended purpose;
- Any breach of these Terms by the client.

This indemnification obligation applies to the extent permitted under the **Civil Code of Aruba** and does not apply to damages resulting from intentional misconduct or liability that cannot be limited or excluded under mandatory law.

16. Governing Law and Jurisdiction

These Terms and any disputes arising out of or in connection with the use of this website or the services provided by ArubaPropertyAppraisals.com shall be governed exclusively by the **laws of Aruba**, as part of the Kingdom of the Netherlands, without regard to conflict-of-law principles.

Any dispute shall be submitted exclusively to the competent courts of Aruba, unless mandatory consumer protection laws provide otherwise.

17. Severability

If any provision of these Terms is found unenforceable, the remaining provisions shall remain in full force and effect.

18. Entire Agreement and Acceptance

These Terms constitute the entire agreement between you and ArubaPropertyAppraisals.com.

By using this website or requesting any service, you acknowledge that you have read, understood, and agreed to these Terms.

19. Updates to Terms

ArubaPropertyAppraisals.com reserves the right to amend, update, or modify these Terms and Conditions from time to time. Any such changes shall be effective upon publication on this website, as indicated by the "Last updated" date.

Continued access to or use of the website or services after the publication of updated Terms constitutes acceptance of the revised Terms. The version of the Terms in effect at the time a service is requested shall govern that engagement, unless mandatory law provides otherwise.

20. Acceptance by Electronic Means

Acceptance of these Terms may occur electronically, including by submitting a request form or selecting an acceptance checkbox. Such acceptance constitutes a legally binding agreement.

In accordance with Aruban consumer protection laws regarding distance selling, the Client acknowledges that by engaging the services via electronic means, they are requesting immediate performance of the contract. The Client provides express consent to waive the statutory cooling-off period (bedenktijd). Consequently, the right of withdrawal is forfeited once the service (the final report) has been provided.