

GENERAL TERMS AND CONDITIONS

YWAM Aruba

Effective Date: January 1, 2026

Version: 1.0

1. Introduction

These General Terms and Conditions ("Terms") apply to participation in, use of, or engagement with the activities, programs, services, facilities, accommodation, volunteer opportunities, events, website services and other activities organized or provided by **Youth With A Mission Aruba ("YWAM Aruba")**.

YWAM Aruba is a Christian missionary organization committed to serving God and people through discipleship, evangelism, mercy ministries, practical service, training and community development.

By applying for, registering for, participating in, volunteering with, making a payment or donation through, visiting, or otherwise engaging with YWAM Aruba or its website, the Participant, Customer or Donor ("User") acknowledges that they have read, understood and agreed to these Terms.

Where a separate written agreement applies to a particular activity or relationship, such as a Volunteer Agreement, Housing Agreement, Internship Agreement, Service Agreement or Program Agreement, that agreement shall apply in addition to these Terms. In the event of a conflict, the specific written agreement shall prevail to the extent of the conflict.

2. Definitions

For purposes of these Terms:

"YWAM Aruba" means Youth With A Mission Aruba and any legally affiliated or associated entity through which YWAM Aruba conducts its activities.

"User" means any person who visits the YWAM Aruba website, applies for a Program, participates in an activity, makes a payment or donation, volunteers with YWAM Aruba, stays at a YWAM Aruba facility or otherwise engages with YWAM Aruba.

"Participant" means any person who participates in, applies for, volunteers with, visits, stays at or otherwise engages with a YWAM Aruba Program.

"Customer" means a person who purchases a product, service, Program, accommodation, event registration or other paid activity from YWAM Aruba.

"Donor" means a person or organization making a voluntary donation to YWAM Aruba without receiving a specific commercial product or service in return.

“Program” means any training, volunteer assignment, outreach, ministry activity, event, internship, mission activity or other program organized or facilitated by YWAM Aruba.

“Facilities” means any buildings, accommodation, vehicles, ministry locations, offices, training facilities or other property used or provided by YWAM Aruba.

“Staff” means employees, volunteers, leaders, missionaries, contractors and other persons authorized by YWAM Aruba to carry out its activities.

3. Christian Identity and Mission

YWAM Aruba operates from a Christian worldview and seeks to conduct its activities consistently with the values, principles and Statement of Faith of Youth With A Mission.

Participation in YWAM Aruba activities therefore requires respect for the Christian identity, mission, values, leadership structure and community standards of YWAM Aruba.

Participants are not required to agree with every aspect of YWAM Aruba's beliefs in order to receive services or participate in activities where such participation is expressly permitted. However, participants involved in missionary, ministry, discipleship, training or volunteer programs are expected to respect and comply with the applicable Christian and organizational standards of YWAM Aruba.

YWAM Aruba reserves the right to determine whether a particular activity or role is compatible with its Christian mission and organizational values.

4. Website Use

The YWAM Aruba website is provided to communicate information about YWAM Aruba, its mission, activities, Programs, services and opportunities to participate or provide financial support.

YWAM Aruba makes reasonable efforts to ensure that information on the website is accurate and current but does not guarantee that all information is complete, error-free or continuously available.

YWAM Aruba may modify, update, suspend or discontinue website content or functionality without prior notice where reasonably necessary.

Users must not:

- misuse the website;
- attempt unauthorized access;
- interfere with website security;
- introduce malicious software;
- use the website for unlawful purposes;
- submit fraudulent information; or
- use the website in a manner that could damage YWAM Aruba or other users.

5. Application and Acceptance

Participation in a YWAM Aruba Program may be subject to:

- completion of an application;
- provision of accurate personal information;
- references;
- interviews;
- background checks where appropriate;
- medical or emergency information;
- proof of insurance;
- immigration documentation;
- parental or guardian consent for minors;
- payment of applicable fees; and
- acceptance of applicable policies and agreements.

YWAM Aruba reserves the right to accept or decline an application at its reasonable discretion.

Acceptance into one Program does not automatically guarantee acceptance into another Program.

6. Accuracy of Information

Users must provide complete and accurate information to YWAM Aruba.

Users must promptly notify YWAM Aruba of any material change affecting their participation, including changes relating to:

- passport or identity documents;
- immigration or residence status;
- emergency contacts;
- insurance;
- relevant medical information;
- contact details; or
- circumstances that may materially affect their ability to participate safely.

YWAM Aruba shall not be responsible for consequences resulting from inaccurate, incomplete or deliberately misleading information provided by a User.

7. Participation and Program Changes

YWAM Aruba will make reasonable efforts to provide Programs substantially as described.

However, YWAM Aruba reserves the right to modify, postpone, relocate, suspend or cancel activities where reasonably necessary because of:

- operational circumstances;

- safety concerns;
- weather conditions;
- government requirements;
- public health circumstances;
- insufficient participation;
- staffing limitations;
- emergencies;
- security concerns;
- force majeure; or
- other circumstances beyond the reasonable control of YWAM Aruba.

YWAM Aruba will make reasonable efforts to communicate significant changes to affected Participants.

8. Volunteer Activities

Volunteers serve on a voluntary and unpaid basis unless a separate written agreement expressly provides otherwise.

Volunteers are not employees of YWAM Aruba solely by virtue of participating in a volunteer Program.

Volunteers may be required to comply with:

- a Volunteer Agreement;
- a Code of Conduct;
- safeguarding policies;
- housing rules;
- transportation policies;
- immigration requirements;
- health and safety procedures; and
- other policies applicable to their assignment.

Nothing in these Terms creates an employment relationship where such relationship is not intended or legally established.

9. Immigration and Legal Compliance

Participants are solely responsible for complying with all applicable immigration, visa, residence, entry and departure requirements applicable to their circumstances.

A Participant must not undertake activities in Aruba that are prohibited by the terms of their immigration or residence status.

YWAM Aruba may provide reasonable administrative assistance or supporting documentation where appropriate but cannot guarantee the issuance or continuation of any visa, residence permit, work authorization or other immigration status.

YWAM Aruba may suspend or terminate participation where a Participant does not have the legally required status to undertake the relevant activities.

10. Code of Conduct

Participants are expected to conduct themselves responsibly, respectfully and in a manner consistent with the values and mission of YWAM Aruba.

Participants must:

- treat others with dignity and respect;
- comply with reasonable instructions from authorized YWAM Aruba leadership;
- respect local laws and customs;
- respect property belonging to YWAM Aruba and others;
- maintain appropriate personal and professional boundaries;
- comply with safeguarding requirements;
- act responsibly when representing YWAM Aruba; and
- contribute to a safe and healthy community environment.

The following conduct is prohibited:

- violence or threats of violence;
- harassment, bullying or intimidation;
- sexual abuse or exploitation;
- exploitation of children or vulnerable persons;
- theft or intentional property damage;
- illegal activities;
- possession or use of illegal drugs;
- abuse of alcohol;
- discriminatory or degrading conduct;
- serious breaches of confidentiality;
- reckless behavior creating significant risk to others; and
- conduct that seriously damages the safety, integrity or reputation of YWAM Aruba.

Additional standards may be established in YWAM Aruba's Code of Conduct and safeguarding policies.

11. Children and Vulnerable Persons

YWAM Aruba is committed to protecting children and vulnerable persons from abuse, exploitation, neglect and inappropriate conduct.

Participants involved in activities involving children or vulnerable persons must comply with YWAM Aruba's applicable Child Protection and Safeguarding Policies.

Where applicable, YWAM Aruba may require:

- background screening;
- references;
- safeguarding training;
- parental consent;
- appropriate supervision;
- adherence to the two-adult principle; and
- restrictions regarding physical contact, communication and photography.

Any concern regarding abuse, exploitation or safeguarding must be reported immediately through the reporting procedures established by YWAM Aruba.

12. Accommodation

Where YWAM Aruba provides or arranges accommodation, such accommodation is subject to the applicable Housing Agreement and house rules.

Participants must:

- respect other residents;
- maintain reasonable cleanliness;
- respect quiet hours;
- use facilities responsibly;
- comply with safety regulations;
- not permit unauthorized persons to stay overnight; and
- promptly report damage or safety concerns.

YWAM Aruba may charge a Participant for damage caused intentionally or through negligent or reckless conduct, subject to applicable law.

YWAM Aruba does not guarantee uninterrupted availability of utilities or facilities where interruptions are caused by circumstances beyond its reasonable control.

13. Transportation and Vehicles

Participants may only operate YWAM Aruba vehicles if they have been expressly authorized to do so and meet all applicable legal requirements.

Drivers must:

- hold a valid driver's license;
- comply with applicable traffic laws;
- drive responsibly;
- use required safety equipment;

- report accidents immediately; and
- comply with YWAM Aruba's Vehicle Use Policy.

Unauthorized use of vehicles is prohibited.

14. Health, Medical Care and Emergency Situations

Participants are responsible for assessing whether they are physically and otherwise capable of participating in the relevant activities.

Participants are responsible for obtaining appropriate health, travel and medical insurance.

YWAM Aruba is not a medical provider and does not guarantee the availability or adequacy of medical services in Aruba.

In an emergency, a Participant authorizes YWAM Aruba staff to take reasonable steps to obtain emergency medical assistance on the Participant's behalf where necessary.

Participants may be responsible for medical, hospitalization, evacuation, transportation and related costs not covered by insurance or another third party.

15. Insurance

Participants are responsible for maintaining adequate insurance for the duration of their participation where such insurance is reasonably available and appropriate.

Depending on the Program, this may include:

- health insurance;
- travel insurance;
- emergency evacuation insurance;
- personal liability insurance;
- accident insurance; and
- coverage for personal belongings.

YWAM Aruba may require proof of insurance before participation.

Unless expressly agreed otherwise in writing, YWAM Aruba does not provide personal insurance coverage for Participants.

16. Personal Belongings

Participants remain responsible for their personal belongings.

YWAM Aruba is not responsible for loss, theft or damage to personal property except to the extent liability cannot legally be excluded or where the loss results from YWAM Aruba's proven intentional or negligent conduct.

Participants are responsible for securing valuable belongings appropriately.

17. Website Payments

YWAM Aruba may provide the possibility to make payments through its website or through third-party payment providers.

Payments may relate to, among other things:

- training programs;
- courses;
- events;
- accommodation;
- registration fees;
- participation fees;
- ministry-related activities;
- goods or services provided by YWAM Aruba; and
- voluntary donations.

The payment methods available at any given time will be displayed on the website.

Payments may be processed by third-party payment service providers. Such providers may apply their own terms and conditions and privacy policies.

By making a payment, the payer confirms that the information provided is accurate and that they are authorized to use the selected payment method.

YWAM Aruba reserves the right to refuse or cancel a payment where there are reasonable grounds to suspect fraud, unauthorized use, an administrative error or other unlawful activity.

18. Donations

A donation is a voluntary contribution made to support the mission, ministry, projects or activities of YWAM Aruba without the Donor receiving a specific commercial product or service in return.

A donation is therefore fundamentally different from a payment for a product or service.

Once a donation has been successfully completed and received by YWAM Aruba, the Donor does not have an automatic right to cancel, return or withdraw the donation, except where such right is required by applicable law or where YWAM Aruba expressly agrees to a refund.

If a Donor believes that a donation was made:

- in error;
- more than once by mistake;
- for an incorrect amount;
- without authorization; or
- as a result of a technical or payment-processing error,

the Donor should contact YWAM Aruba as soon as reasonably possible.

YWAM Aruba will review the circumstances and, where appropriate, arrange a correction or refund.

YWAM Aruba may also voluntarily refund a donation where there are exceptional circumstances. Such a refund is at the discretion of YWAM Aruba unless otherwise required by law.

Where a donation was made through a third-party payment provider, YWAM Aruba may need to involve that provider in processing the refund.

19. Payments for Products, Services and Programs

Where a payment is made for a specific product, service, Program, course, event, accommodation or other paid activity, the payment is subject to the specific terms applicable to that product, service or Program.

The applicable price, payment terms, cancellation conditions and, where applicable, refund conditions will be communicated to the Customer before payment is completed.

Unless otherwise stated, a payment is considered accepted when YWAM Aruba or its authorized payment provider has successfully processed the payment and YWAM Aruba has accepted the relevant registration, booking or order.

If YWAM Aruba is unable to provide a paid service or Program for reasons attributable to YWAM Aruba, YWAM Aruba will, where appropriate, offer:

1. an alternative date or service;
2. a credit for future participation; or
3. a refund of the amount paid,

subject to the circumstances and applicable law.

20. Cancellation by the Customer

Where a Customer wishes to cancel a paid registration, booking, Program, accommodation reservation or other service, the Customer should contact YWAM Aruba as soon as possible.

The applicable cancellation and refund conditions will depend on the nature of the transaction and any specific terms communicated at the time of booking or payment.

Where no specific cancellation policy applies, YWAM Aruba will consider refund requests reasonably and in accordance with applicable law.

Administrative costs, payment-processing costs or other non-refundable costs may be deducted from a refund where this is permitted by applicable law and was clearly communicated to the Customer before payment.

21. Right of Withdrawal

Where applicable under mandatory consumer protection legislation, a consumer may have a statutory right to withdraw from a distance contract concluded through the YWAM Aruba website.

Where such a statutory right applies, the consumer may withdraw from the contract within the applicable statutory withdrawal period without giving a reason, subject to the exceptions provided by law.

The withdrawal period and the manner in which the right must be exercised shall be determined in accordance with the applicable legislation governing the specific transaction.

A withdrawal may be exercised by sending an unambiguous statement to YWAM Aruba indicating the decision to withdraw from the agreement.

Where required by applicable law, YWAM Aruba will provide the consumer with a withdrawal form or other appropriate means of exercising the right of withdrawal.

22. Exceptions to the Right of Withdrawal

The statutory right of withdrawal may not apply, or may cease to apply, in circumstances specified by applicable law.

Depending on the nature of the transaction, this may include circumstances such as:

- services that have been fully performed with the consumer's express request and acknowledgement that the right of withdrawal may be lost once the service has been fully performed;
- accommodation services provided for a specific date or period;
- leisure activities provided for a specific date or period;
- event tickets or participation in events scheduled for a specific date or period;
- goods or services that are otherwise exempt under applicable consumer legislation; or
- other circumstances for which the law provides an exception.

Where applicable, YWAM Aruba will inform the Customer before the transaction if a statutory right of withdrawal is excluded or may be lost.

23. Early Performance of Services

Where a Customer requests YWAM Aruba to begin providing a service before the expiration of any applicable statutory withdrawal period, the Customer may be required to expressly request such early performance.

Where required by law, the Customer will also be informed that the right of withdrawal may be lost once the service has been fully performed.

If the Customer withdraws from a contract after performance has begun but before the service has been fully performed, the Customer may, where required by applicable law, be responsible for a proportionate amount corresponding to the service already provided.

24. Refund Procedure

Where YWAM Aruba approves or is legally required to provide a refund, the refund will normally be made using the same payment method used for the original transaction, unless otherwise agreed or technically required.

YWAM Aruba will normally process an approved refund within a reasonable period.

The time required for the refunded amount to appear in the Customer's bank account or payment account may depend on the Customer's bank or payment service provider.

YWAM Aruba is not responsible for delays caused by third-party payment providers or financial institutions.

25. Duplicate or Incorrect Payments

If a Customer believes that they have accidentally made a duplicate payment or paid an incorrect amount, they should contact YWAM Aruba promptly and provide sufficient information to identify the transaction.

Where YWAM Aruba confirms that a duplicate or incorrect payment occurred, YWAM Aruba will take reasonable steps to correct the transaction.

26. Unauthorized Transactions and Chargebacks

If a Customer believes that a payment was made without authorization, the Customer should immediately contact both YWAM Aruba and the relevant bank or payment service provider.

A Customer should, where reasonably possible, first contact YWAM Aruba regarding a disputed transaction.

This does not limit any statutory rights the Customer may have with respect to unauthorized transactions, consumer protection or payment services.

YWAM Aruba reserves the right to provide relevant transaction information to a payment provider, bank or other authorized party where necessary to investigate a disputed transaction or suspected fraud, subject to applicable privacy laws.

27. Prices and Payment Errors

YWAM Aruba makes reasonable efforts to ensure that prices and payment information displayed on its website are accurate.

If a technical or administrative error results in an incorrect price being displayed, YWAM Aruba may correct the error.

Where a Customer has already completed a payment based on a materially incorrect price caused by an obvious error, YWAM Aruba will contact the Customer and, where appropriate, offer the Customer the choice to proceed at the correct price or receive a refund.

Nothing in this section limits any rights granted to consumers by mandatory applicable law.

28. Donations and Consumer Rights

Nothing in these Terms is intended to remove or restrict any mandatory consumer rights that apply under the laws governing a particular transaction.

The distinction between a donation and a commercial payment shall be determined by the actual nature of the transaction and not solely by the terminology used on the website.

Where a transaction contains both a donation and a payment for a product or service, YWAM Aruba may treat the commercial payment and the donation as separate components for purposes of cancellation, refund and applicable consumer rights.

29. Photos, Video and Media

YWAM Aruba may document its activities through photographs, video, audio recordings and other media.

Separate consent may be requested for the use of identifiable images or recordings of Participants, particularly where required by applicable law.

Participants may not publish photographs, videos or personal information concerning other Participants, children, vulnerable persons or ministry beneficiaries without appropriate consent.

Additional requirements may apply under YWAM Aruba's Media and Privacy Policies.

30. Privacy and Personal Data

YWAM Aruba may collect and process personal information reasonably necessary for:

- applications and registration;
- Program administration;
- volunteer management;
- accommodation;
- emergency response;
- safeguarding;
- immigration administration;
- communication;
- financial administration;
- insurance; and
- legal or regulatory compliance.

YWAM Aruba will seek to process personal information responsibly and in accordance with applicable privacy and data-protection laws.

Additional information regarding the processing of personal data may be provided in YWAM Aruba's Privacy Notice.

31. Confidentiality

Participants may become aware of confidential or sensitive information concerning YWAM Aruba, staff, volunteers, ministry beneficiaries, donors or other persons.

Participants must treat such information confidentially and must not disclose it without authorization unless disclosure is required by law or necessary to report a safeguarding or safety concern.

This obligation continues after participation with YWAM Aruba has ended.

32. Intellectual Property

Unless otherwise agreed in writing, materials created by or belonging to YWAM Aruba, including training materials, manuals, photographs, logos, branding, written materials and other intellectual property, may not be reproduced, commercially exploited or distributed without permission.

Participants retain ownership of intellectual property they independently create, except where a separate written agreement provides otherwise or where the work was created specifically for YWAM Aruba under an applicable agreement.

33. Liability

YWAM Aruba will take reasonable measures to provide a safe environment and to conduct its activities responsibly.

However, participation in missionary, volunteer, community, travel, outdoor, practical and other activities may involve inherent risks.

To the maximum extent permitted by applicable law, YWAM Aruba shall not be liable for indirect, incidental, consequential or unforeseeable loss arising from participation in its activities.

Nothing in these Terms excludes or limits liability that cannot lawfully be excluded or limited under applicable law.

Nothing in these Terms shall exclude liability for death or personal injury caused by intentional misconduct or negligence where such exclusion is prohibited by applicable law.

Participants remain responsible for their own decisions, conduct and compliance with safety instructions.

34. Indemnification

To the extent permitted by applicable law, a Participant may be responsible for losses, costs or damage caused by the Participant's intentional misconduct, unlawful conduct, gross negligence or material violation of these Terms or applicable YWAM Aruba policies.

Nothing in this section creates liability beyond what is permitted under applicable law.

35. Force Majeure

YWAM Aruba shall not be responsible for failure or delay in performing its obligations where such failure or delay results from circumstances beyond its reasonable control.

Such circumstances may include, but are not limited to:

- natural disasters;
- hurricanes or severe weather;
- epidemics or pandemics;
- war;
- civil unrest;
- government measures;
- interruption of transportation;
- power or utility failures;
- fire;
- security threats;
- labor disruptions; or
- other extraordinary circumstances beyond reasonable control.

36. Disciplinary Measures

Where a Participant violates these Terms or applicable policies, YWAM Aruba may take reasonable disciplinary measures, including:

1. verbal or written warning;
2. additional supervision;
3. restriction from specific activities;
4. suspension;
5. removal from accommodation;
6. termination of participation; or
7. referral to appropriate authorities where legally required or reasonably necessary.

The seriousness of the conduct, the circumstances and the safety of others will be considered when determining an appropriate response.

37. Complaints and Concerns

Participants and Customers are encouraged to raise concerns promptly with an appropriate YWAM Aruba leader.

Complaints involving safeguarding, abuse, exploitation, discrimination, serious misconduct, payments or safety concerns should be handled through the appropriate reporting procedures.

Nothing in these Terms prevents a person from contacting an appropriate governmental authority or emergency service where required or appropriate.

38. Changes to These Terms

YWAM Aruba may amend these Terms from time to time where reasonably necessary to reflect changes in its activities, policies, legal requirements or organizational circumstances. The most recent version will be made available through the appropriate YWAM Aruba communication channels.

Material changes affecting existing Customers or Participants will, where reasonably practicable, be communicated to them.

39. Severability

If any provision of these Terms is found to be invalid, unlawful or unenforceable, that provision shall be interpreted or modified to the extent necessary to make it enforceable, where legally possible.

The remaining provisions shall remain in full force and effect.

40. No Waiver

Failure by YWAM Aruba to enforce any provision of these Terms shall not constitute a waiver of its right to enforce that provision or any other provision in the future.

41. Entire Agreement

These Terms, together with any applicable Program Agreement, Volunteer Agreement, Housing Agreement, Code of Conduct, Safeguarding Policy, Privacy Notice and other written policies expressly incorporated into the relationship, constitute the applicable framework governing participation in YWAM Aruba activities and use of its website.

Where a specific written agreement contains provisions that conflict with these Terms, the specific agreement shall prevail to the extent of the conflict.

42. Applicable Law

These Terms shall be governed by and interpreted in accordance with the laws applicable in **Aruba (Youth With A Mission A-B-C- Foundation)**, and **the Netherlands (Stichting Youth With A Mission Aruba)**, unless mandatory applicable law provides otherwise.

Any dispute arising from or relating to these Terms shall, where possible, first be addressed through good-faith discussion and internal resolution.

If a dispute cannot be resolved amicably, it shall be submitted to the competent court in Aruba or the Netherlands, unless mandatory law requires another forum.

43. Language

These Terms are drafted in English because YWAM Aruba serves an international community.

If these Terms are translated into another language, the English version shall prevail in the event of an inconsistency, to the extent permitted by applicable law.

44. Contact

Questions concerning these General Terms and Conditions, payments, cancellations, refunds or withdrawal requests may be directed to:

Youth With A Mission Aruba (YWAM Aruba)

Email: info@ywamaruba.com

Website: <https://ywamaruba.com>

For payment or refund requests, the User should, where possible, include:

- full name;
- email address used for the transaction;
- date of payment;
- amount paid;
- transaction or order number; and
- a brief description of the request.

45. Acknowledgement

By applying for, registering for, participating in, volunteering with, staying at, purchasing from, making a payment or donation through, or otherwise engaging with YWAM Aruba, the User confirms that they:

1. have had the opportunity to read these Terms;
2. understand that participation in certain YWAM Aruba activities may involve inherent risks;
3. agree to comply with these Terms and applicable YWAM Aruba policies;
4. agree to comply with applicable laws and regulations;
5. understand that violation of these Terms may result in suspension or termination of participation;
6. understand that additional agreements and policies may apply to their particular Program, accommodation, service or activity; and
7. understand that donations and commercial payments may be subject to different cancellation, refund and withdrawal rules.

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