



A division of Frays Cottage (Pty) Ltd
Co. Reg CO2016/2138

INSTRUCTIONS TO COMPLETE

Please complete all relevant sections accurately, using CAPITAL / BLOCK LETTERS in blue or black ink.
Tick blocks where appropriate. If the completed Application Form is faxed or emailed to us, please ensure that we also receive the original together with the required attachments.

Contact Details				Physical Address:	
Telephone number:	+2673111725 / +26776621776	Postal Address:	Frays Cottage Web Services	Plot 122, Unit 5G	
Fax number:			PO Box 337 AAH, Masa	Finance Park	
E-mail Address:	sales@frayscottagewebservices.co.bw		Gaborone, Botswana	Next to Game City Mall	
website:	www.frayscottagewebservices.co.bw	Servicing hours:	08:00 to 17:00	Gaborone, Botswana	
			Monday-to-Friday		

TYPE OF ENTITY (tick one) Individual Organisation

TYPE OF APPLICATION (tick one) New Update Transfer

This section is compulsory and must be completed in full.

SECTION 1 - Applicant Details

FILL IN THE DETAILS FOR INDIVIDUAL

Title:	<input type="checkbox"/> Mr	<input type="checkbox"/> Ms	<input type="checkbox"/> Mrs	<input type="checkbox"/> Miss	<input type="checkbox"/> Other (specify)
Initials:					
Surname:					
First Name:					
Omang / ID Number: (Compulsory for Botswana Citizens)					
Passport Number:					
Designation:					
Telephone:					
Fax:					
E-mail:					
Individual Street Address:	Street Address				
	Address Line				
	City / Town / Village				
	Country				
Postal Code:					
Individual Postal Address:					
Postal Code:					

This section is for organisations ONLY, if individual, leave blank and skip to next section. Complete in full

SECTION 2 - Organisation Details

REGISTERING ORGANISATION DETAILS

Registered Business Name:					
Company Registration number:					
VAT number:					
Business Street Address:	Street Address				
	Address Line				
	City / Town / Village				
	Country				
Postal Code:					
Business Postal Address:					
Postal Code:					

SECTION 3 - Required Services

Domain Names are subject to Availability; for tips on choosing your perfect domain name visit our website: www.frayscottagewebservices.co.bw

<input type="checkbox"/>	DOMAIN NAME(s)	Tick your preferred cc.TLD (s)-you may choose more than one			
	Write your preferred name here:	.co.bw	.net.bw	.ac.bw	.org.bw
Preferences:	1st Choice	www.			
	Alternative	www.			
	2nd Alternative	www.			

	Example	Tick your preferred cc.TLD (s)-you may choose more than one			
	Write your preferred name here:	.co.bw	.net.bw	.ac.bw	.org.bw
Preferences:	1st Choice	www.	frayscottagewebservices	✓	✓
	Alternative	www.	frayscottagewebproducts	✓	
	2nd Alternative	www.	frayscottagewebcentre	✓	



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SECTION 3 - Required Services - Continued

Our Standard Package comes with two (2) addresses. Fill in more if required

EMAIL ADDRESSES

Preferences:

1 _____	@ customdomain.co.bw (net.bw/ac.bw/org.bw)
2 _____	@ customdomain.co.bw (net.bw/ac.bw/org.bw)
3 _____	@ customdomain.co.bw (net.bw/ac.bw/org.bw)
4 _____	@ customdomain.co.bw (net.bw/ac.bw/org.bw)
5 _____	@ customdomain.co.bw (net.bw/ac.bw/org.bw)
6 _____	@ customdomain.co.bw (net.bw/ac.bw/org.bw)
7 _____	@ customdomain.co.bw (net.bw/ac.bw/org.bw)
8 _____	@ customdomain.co.bw (net.bw/ac.bw/org.bw)
9 _____	@ customdomain.co.bw (net.bw/ac.bw/org.bw)
10 _____	@ customdomain.co.bw (net.bw/ac.bw/org.bw)

Typical Examples

1 sales	@ customdomain.co.bw (net.bw/ac.bw/org.bw)
2 info	@ customdomain.co.bw (net.bw/ac.bw/org.bw)
3 accounts	@ customdomain.co.bw (net.bw/ac.bw/org.bw)
4 thapelo	@ customdomain.co.bw (net.bw/ac.bw/org.bw)
5 thapelo.masire	@ customdomain.co.bw (net.bw/ac.bw/org.bw)
6 tmasire	@ customdomain.co.bw (net.bw/ac.bw/org.bw)
7 t_masire	@ customdomain.co.bw (net.bw/ac.bw/org.bw)
8 masire	@ customdomain.co.bw (net.bw/ac.bw/org.bw)

READ and UNDERSTAND the following:

SECTION 4 - Acceptance of Terms & Conditions

Registrant Agreement

I agree to follow the .BW Registration Policy This REGISTRATION AGREEMENT (the "Agreement") is entered into, by and between the .bw domain name registrant ("Registrant") and Botswana Telecommunications Authority "BTA". Additional agreements, if any, may be entered into between the Registrant and accredited registrars relating to domain name services in the .bw TLD provided by such accredited registrars, provided that no such additional agreement may waive, alter, or supersede any provision of this Agreement. If there is any conflict between such additional agreements and this Agreement, this Agreement shall control. TERMS AND CONDITIONS: 1. By applying to register one or more .bw domain names (the ".bw Domain name(s)") with an accredited registrar in the .bw ccTLD (hereinafter referred to as an "Application") or by using one or more .bw Domain name(s), the Registrant acknowledges that it has read and agrees to be bound by all terms and conditions of this Agreement as well as the following documents, policies, and agreements which are incorporated into this Agreement by this reference and which shall hereinafter (together with this Agreement) be referred to as the "BTA Policies": The registration rules The .bw ccTLD Policies The Privacy Policy The BTA Acceptable Use Policy ("AUP") The BTA Complaint Resolution Service rules and policies Other BTA rules or policies that are now, or may in the future, be published by BTA at <http://www.bwnic.bw> The BTA Policies apply to all domains and sub-level domains which end in the suffix .bw and explain the rights and obligations between BTA and the Registrant. Those parts of the BTA Policies which are not part of the text of this Agreement are incorporated into this Agreement by this reference. BTA may accept the Application by facilitating registration and resolution of the .bw Domain name(s); such acceptance shall be deemed to have occurred at the BTA's principal place of business in Botswana. BTA may modify the Country Code Administrator Policies from time to time as specified in the Policy Development Framework. BTA shall post the Country Code Administrator Policies on BTA's web site and <http://www.bwnic.bw>. Revised ccTLD Policies become effective seven (7) calendar days after posting. BTA may inform registrants of changes to ccTLD Policies via email and Registrant agrees that such email shall not be considered spam; however, BTA shall not be obligated to provide such notice via email. The Registrant's use of .bw Domain name(s) following the effective date constitutes the Registrant's acceptance of the revised BTA Policies. In the event that the Registrant does not wish to be bound by the revised BTA Policies, the Registrant's sole remedy is to cancel the registration of the .bw Domain name(s), following the appropriate BTA Policies regarding such cancellation. 2. Registration Fee. The Registrant shall pay to an accredited registrar the appropriate registration fee ("Registration Fee") applicable at the time the Registrant submits its Application to such accredited registrar. Payment of Registration Fees shall be made in accordance with the requirements of the accredited registrars and BTA Policies are effective at the time the Registrant submits such payment. All Registration Fees paid pursuant to this Agreement are non-refundable except as provided for herein. It shall be the responsibility of the accredited registrar to pay a separate registration fee owed to the BTA by such registrar and BTA will not be bound to accept any Application until such separate registration fee is paid. It shall not be the duty of the BTA to refund any Registration Fee or other fee to the Registrant in the event of non-performance by such registrar. 3. Term and Renewal Term. The Registrant's exclusive registration of the .bw Domain name shall continue for the term specified in an accepted Application (the "Term"), subject to BTA's right to suspend or terminate this agreement. 4. Registrant Information. The Registrant shall ensure that: (i) the information submitted by or on behalf of the Registrant to the .bw ccTLD registry in connection with registration of the .bw Domain name(s) or otherwise ("Registrant Information") will during the Term comply with the BTA Policies and is and will remain true, current, complete, accurate, and reliable; and (ii) the Registrant shall maintain, update, and keep the Registrant Information true, current, complete, accurate, and reliable by notifying BTA immediately of a change to any such information in accordance with the appropriate BTA Policy relating to modifications to the Registrant Information. BTA reserves and may exercise the right to terminate the Registrant's registration of the .bw Domain name if (i) information provided by the Registrant to BTA appears, in BTA's sole discretion to be false, inaccurate, incomplete, unreliable or misleading in any respect; or (ii) the Registrant fails to maintain, update, and keep the Registrant Information true, current, complete, accurate, and reliable. The Registrant acknowledges that a breach of this Section will constitute a material breach of this Agreement which will entitle BTA to terminate this Agreement immediately upon such breach without any refund of the Registration Fee and without notice to Registrant. (i) The Registrant acknowledges that all personal information about the Registrant which is supplied to BTA or an accredited registrar is held for the benefit of the Botswana and global internet communities and may be required to be publicly disclosed to third parties and used to maintain a public "Whois" service, provided that such disclosure is consistent with the BTA Policies. (ii) Registrants must provide the following information to BTA or its accredited registrar: • Legally recognized first and last name (surname) of the contact person for the Registrant (this contact person may be the Registrant itself). • Certified copy of a legally recognised Identification Card (Omang), or passport if non-citizen. • If the Registrant is an organization, association, Limited Liability Company, Proprietary Limited Company, or other legally recognized entity, the contact person must be a person authorized under the applicable law in the applicable territory to legally bind the entity. • If the Registrant is an organization, association, Limited Liability Company, Proprietary Limited Company, or other legally recognized entity, the registrant should provide a registration certificate from the Registrar of Companies of Botswana. • Valid postal address of the Registrant. • Valid physical address of the Registrant. • Functioning e-mail address of the Registrant. • Working telephone number for the Registrant, including country code, area code, and proper extension, if applicable. Providing true, current, complete, and accurate contact information is an absolute condition of registration of a .bw Domain name within the .bw ccTLD. If any Registrant Information provided during registration or subsequent modification to that information is false, inaccurate or misleading, or conceals or omits pertinent information, BTA may instruct the registry to terminate, suspend or place on hold the .bw Domain name(s) of any Registrant without notification and without refund to the Registrant; and (iii) The Registrant is responsible for keeping the Registrant Information up to date and responding in a timely fashion to communications regarding the .bw Domain name or other .bw domains registered by them. (iv) The Registrant may be requested to submit content, material, web page(s) or URL(s) accessed through the BTA network to the manufactures of internet content filters listed on the registry website <http://www.bwnic.bw> and such request shall be a binding obligation. (v) The Registrant grants an irrevocable licence to the BTA, its agents and assigns to access, monitor and scan any content published, including where such processes involve an intrusion or cause modification of data, providing such scanning is for the purpose of identifying internet security vulnerabilities or the presence of malicious software or content capable of causing harm or disruption to the systems of other Internet users. 5. Agents. The Registrant understands, acknowledges and agrees that by using the .bw Domain name, the Registrant ratifies and is bound by this Agreement (including the BTA Policies incorporated into this Agreement) even if an agent (such as an Internet Service Provider, Domain name retailer, or employee) entered into this Agreement on the Registrant's behalf, and even if the Registrant has not itself read this Agreement. Further, the Registrant is responsible for all information submitted by its agent. BTA will not cancel this Agreement, or refund any fees, because of any errors or omissions by the agent in the registration process or thereafter (e.g. if such agent provides incorrect Registrant Information), as such apparent authority will suffice to bind the Registrant. By acting on the Registrant's behalf, such agent represents and warrants to the Registrant and BTA that the agent is authorised to bind the Registrant hereto and that it has fully and thoroughly advised the Registrant of the terms and conditions of this Agreement (including the BTA Policies incorporated into this Agreement). 6. Scope of Registration. On payment of the Registration Fee to the registrar and after payment by the registrar to the BTA of the separate registration fee and after acceptance of the Application, the Registrant will be entitled to a limited, non-assignable, licence for the exclusive use of the .bw Domain name, subject to continuing compliance with the terms of this agreement and .bw TLD Policies, for the Term. However, The Registrant will not sub-licence, use, display, exploit, or register a .bw Domain name in any manner which, in the sole discretion of the BTA or its delegate, may constitute illegal activity or cause or permit any contravention or violation of BTA Policies, whether or not in connection with the registered domain name. The Registrant acknowledges that a breach of this Section will constitute a material breach of this Agreement, which will entitle BTA to terminate this Agreement or take such other action as it deems desirable without any refund of the Registration Fee. The BTA or an accredited registrar may, in such party's sole discretion, refuse registration of or discontinue to provide services with respect to the Registrant's desired .bw Domain name within thirty (30) calendar days from receipt of payment of the Registration Fee by the accredited registrar. In case of such refusal without cause ("cause" being defined as dishonouring any payment



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any domain name registration (only domain name registration) or payment of the registration fee by the domain name registrant, in case of such domain name registration (including any payment made to an accredited registrar and/or BTA or any violation of the BTA Policies.) Neither BTA nor an accredited registrar shall be liable for any loss, damage, or other injury whatsoever, including economic or consequential loss, resulting from BTA or registrar's refusal to register or to discontinue services in relation to the Registrant's desired .bw Domain name, including in case of negligence.

7. Registrant Representations and Warranties. The Registrant represents, warrants, and guarantees that: (i) the Registrant understands that registration entitles the Registrant only to a licence for the use of the domain name resolution services relating to the .bw Domain name for the Term and that use of such services is subject to this Agreement (including the BTA Policies) and other pertinent rules and laws, including those concerning trademarks and other types of intellectual property, as these may now exist or be revised from time to time; (ii) the Registrant will not sub-licence, purport to sub-licence, delegate sub-domains within or otherwise permit use by persons other than the Registrant of portions of the .bw Domain name; (iii) to the best of the Registrant's knowledge and belief, neither the registration of the .bw Domain name nor the manner in which it is to be directly or indirectly used infringes the legal rights or intellectual property rights of a third party; (iv) the Registrant will use, display, or exploit the .bw Domain name in good faith, and in accordance with the laws of Botswana, international law, and applicable state laws and regulations, and will not use the .bw Domain name in any way which may violate a subsisting right of BTA or any third party; (v) the information provided by the Registrant is true and accurate, and the Registrant will update said information immediately if it changes; (vi) the Registrant is either (a) an identifiable human individual (over the age of 18 years); or (b) a legally recognized statutory entity (such as a Limited Liability Company, Partnership, Association, Society or Proprietary Limited Company) registered in Botswana (vii) the Registrant will promptly notify BTA of any actual or threatened proceedings brought in respect of the words used as or incorporated in the .bw Domain name whether by or against the Registrant; (viii) the Registrant will not, directly or indirectly, through registration or use of the .bw Domain name or otherwise: (a) register a .bw Domain name for the purpose of diverting trade from another business or website; (b) deliberately register as a .bw Domain name mis-spellings of another entity's personal, company or brand name in order to pass-off or trade on the business, goodwill or reputation of another; (c) grant or purport to grant a security interest or other encumbrance on or over the .bw Domain name unless such security interest or other encumbrance does not exceed the limited rights of the Registrant in the .bw Domain name, does not impair the Registrant's ability to fulfil the Registrant's obligations under this Agreement, and does not impose obligations on the BTA beyond the obligations owed by the BTA to a registrant in the absence of such a security interest or encumbrance; (ix) the Registrant meets and will continue to meet for the whole of the Term any eligibility criteria prescribed in the BTA Policies for registering and using the .bw Domain name; (x) that the Registrant will maintain the Registrant Information provided pursuant to Section 4 according to the requirements of Section 4; (xi) the Registrant has not previously submitted an application for registration of a domain name for the same character string with another registrar where: (a) the Registrant is relying on the same eligibility criteria for both domain name applications; and (b) the character string has previously been rejected by the other registrar; (xii) any content, material or web page contained on any Uniform Resource Locator ("URL"), web site or web page accessing, utilising or accessed by means of the .bw Domain name complies with the BTA Acceptable Use Policy and the CoCCA recommendations and does not constitute or contain any illegal or prohibited content, including, but not limited to indecent, obscene, or pornographic material (as described more fully in the BTA Acceptable Use Policy), whether incorporated directly into or linked from a web site resolved via a .bw Domain name; (xiii) the use of the .bw Domain name and of any web page or URL accessed by or utilising the .bw Domain name will comply with the requirements of the BTA Acceptable Use Policy and CoCCA recommended policies including, without limitation, those policies relating to spam. 8. BTA Representations and Warranties. BTA represents, warrants, and guarantees that: (i) BTA manages the .bw top level domain name in trust for the Botswana Community; (ii) BTA has the full right, power, legal capacity, ability, and authority to enter into this Agreement, and to carry out the terms and conditions hereof notwithstanding the disclaimer below; (iii) BTA will process the Registrant's Application and consider whether to accept or reject it in accordance with the criteria laid down in this Agreement (including the BTA Policies); (iv) BTA will, if the Application is successful, use its reasonable endeavours to ensure that the details supplied by the Registrant are entered into and maintained in the .bw zone file; and BTA's breach or misrepresentation of these warranties shall constitute a material breach of this Agreement. In the event of such material breach by BTA, the Registrant's only recourse against BTA shall be to terminate its Agreement with BTA. BTA EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE MAXIMUM EXTENT POSSIBLE, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND AGAINST INFRINGEMENT. BTA DOES NOT GUARANTEE ANY INFORMATION PROVIDED TO THE REGISTRANT BY IT OR ITS AGENTS NOT INCORPORATED INTO THIS AGREEMENT AND, ACCORDINGLY, NO SUCH INFORMATION CREATES ANY EXPRESS OR IMPLIED WARRANTY. BTA'S SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THE REGISTRANT AGREES THAT BTA WILL REGISTER DOMAIN NAMES ON A FIRST COME, FIRST SERVED BASIS. BTA DOES NOT GUARANTEE THAT ANY DOMAIN APPLIED FOR BY THE REGISTRANT WILL BE AVAILABLE OR WILL BE SUCCESSFULLY REGISTERED, AND THE REGISTRANT AGREES THAT IT DOES NOT HAVE ANY RIGHT OF OWNERSHIP IN A REGISTERED DOMAIN.

9. Breach. Failure of a Registrant to abide by any provision of this Agreement (including the BTA Policies) may be considered a material breach. In the event of such material breach, BTA may provide a written (including email) notice to the Registrant describing the breach. The Registrant in such event then has thirty (30) days to rectify or cure such breach or to provide evidence reasonably satisfactory to BTA that there is no breach of this Agreement or BTA Policies. In the event of a breach that is not rectified, cured or refuted by the Registrant to BTA's satisfaction, BTA may cancel the Registrant's registration of and licence to use the .bw Domain name without refund and without further notice, and pursue any and all legal remedies it may have against the Registrant. Any such breach by the Registrant shall not be deemed excused in the event that BTA did not act earlier in response to the breach by Registrant. In the event of a breach which, in the opinion of the BTA or an accredited registrar, causes immediate harm to the public interest or the BTA Network or which violates any applicable law or regulation, then an accredited registrar and/or the BTA may modify, suspend, or terminate services to the Registrant without written notice, the modification, suspension, or termination of services constituting notice to Registrant that such a breach has occurred. See Section 12, below for important limitations on the liability of BTA and accredited registrars with regard to good faith acts by such parties under this Section. 10. Disputes Involving Registrants. The Registrant acknowledges that BTA cannot, and does not, screen or otherwise review any Application to verify that the Registrant has legal rights to use a particular character string as or in a .bw Domain name. In the event that any party disputes the Registrant's legal right to use, display, exploit, or register the .bw Domain name in any fashion, including allegations that prohibited material (as defined in the BTA Acceptable Use Policy) is displayed on or linked to from a website which is resolved via a .bw Domain name, BTA and the Registrant shall act in accordance with and agree to be bound by BTA's Complaint Resolution Policy and Service. The Registrant is strongly encouraged to, prior to applying for registration of the .bw Domain name, perform a trademark search with respect to the acronyms, words and/or phrases comprising the .bw Domain name. The Registrant will be solely liable in the event that the Registrant's use of a .bw Domain name constitutes an infringement or other violation of a third party's rights. 11.

Indemnity. The Registrant shall defend, indemnify, and hold harmless BTA, the registry operator, accredited registrars and such parties' officers, directors, shareholders, owners, managers, employees, agents, contractors, affiliates, lawyers and attorneys ("BTA Related Parties") from and against any and all claims of third parties or made by the Registrant, including, but not limited to all loss, liability, claims, demands, damages, cost or expense, causes of action, suits, proceedings, judgments, awards, executions and liens, including reasonable lawyers or attorneys' fees (which lawyers or attorneys shall be hired at the sole discretion of the indemnified party) and costs (including claims without legal merit or brought in bad faith), relating to or arising under this Agreement, the registration or use of the indemnified party's domain registration or other services, or to the .bw Domain name itself, including the Registrant's use, display, exploitation, or registration of the .bw Domain name, as well as for any infringing or otherwise damaging content displayed or otherwise made available on or by means of the .bw Domain name. If an indemnified party is threatened by claims or suit of a third party, the indemnified party may seek written assurances from the Registrant concerning the Registrant's indemnification obligations. Failure to provide such written assurances is a material breach of this Agreement. Failure of the Registrant to fully indemnify the indemnified party in a timely manner may result in termination, suspension, or modification of the domain name registration services and any such termination, suspension, or modification shall in no way prejudice or substitute for an indemnified party's right to seek indemnification by way of litigation or otherwise. 12. DISCLAIMER AND LIMITATION OF LIABILITY. The Registrant acknowledges and agrees that, to the maximum extent possible, BTA AND THE BTA RELATED PARTIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, RELATING TO THE USE, OR THE INABILITY TO USE, THE DOMAIN, OR IN ANY OTHER WAY RELATED TO THE DOMAIN, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE. ADDITIONALLY, BTA AND BTA RELATED PARTIES SHALL NOT BE LIABLE WHATSOEVER FOR ANY LOSSES OR DAMAGES THAT THE REGISTRANT MAY INCUR AS A RESULT OF UNAUTHORIZED USE OF THE DOMAIN ARISING FROM "HACKING", DENIAL OF SERVICE ATTACK, VIRUS, WORM OR OTHERWISE, OR FOR LACK OF FITNESS FOR A PARTICULAR PURPOSE OF THE DOMAIN OR SERVICES RELATED TO THE DOMAIN NAME. IN THE EVENT THAT BTA OR A BTA RELATED PARTY TAKES ACTION WITH RESPECT TO A .bw DOMAIN NAME PURSUANT TO SECTION 9, WHICH ACTION IS REVERSED, MODIFIED, OR ACKNOWLEDGED TO HAVE BEEN INCORRECT BY BTA, A BTA RELATED PARTY, BY OR THROUGH THE BTA COMPLAINT RESOLUTION SERVICE, OR BY A COURT, THEN REGISTRANT AGREES THAT, ABSENT BAD FAITH BY SUCH PARTY, THAT BTA AND BTA RELATED PARTIES SHALL NOT BE LIABLE WHATSOEVER FOR ANY DAMAGES THAT THE REGISTRANT MAY SUFFER THEREBY, EVEN IF BTA OR BTA RELATED PARTIES HAVE BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES, AND EVEN IF BTA OR BTA RELATED PARTIES MAY FORESEE SUCH POSSIBLE DAMAGES. THE REGISTRANT'S SOLE REMEDY UNDER SUCH CIRCUMSTANCES SHALL BE THE RESUPPLY OF THE SERVICES AGAIN, IF POSSIBLE, OR, IF NOT POSSIBLE, A REFUND OF THE REGISTRATION FEE OR RENEWAL FEE (IF THE CIRCUMSTANCE OCCURRED DURING A RENEWAL TERM), WHICH REMEDY THE REGISTRANT ACKNOWLEDGES CONSTITUTES THE ONLY POSSIBLE DIRECT DAMAGES FLOWING FROM THIS AGREEMENT. IN ADDITION, BTA AND BTA RELATED PARTIES ARE NOT LIABLE WHATSOEVER FOR ANY DAMAGES THAT THE REGISTRANT MAY SUFFER BECAUSE OF SERVICE OR SYSTEM FAILURE, INCLUDING DOMAIN NAME SYSTEM FAILURE, ROOT SERVER FAILURE, INTERNET PROTOCOL ADDRESS FAILURE, ACCESS DELAYS OR INTERRUPTIONS, DATA NON-DELIVERY OR MIS-DELIVERY, ACTS OF GOD, UNAUTHORISED USE OF PASSWORDS, ERRORS, OMISSIONS OR MIS-STATEMENTS IN ANY INFORMATION OR OTHER SERVICES PROVIDED UNDER THIS AGREEMENT, DELAYS OR INTERRUPTIONS IN DEVELOPMENT OF WEB SITES, RE-DELEGATION OF THE .bw TOP LEVEL DOMAIN NAME, OR BREACH OF SECURITY, EVEN IF BTA OR BTA RELATED PARTIES HAVE BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES, AND EVEN IF BTA OR BTA RELATED PARTIES MAY FORESEE SUCH POSSIBLE DAMAGES. THE REGISTRANT'S SOLE REMEDY FOR BTA OR BTA RELATED PARTIES' BREACH OF THIS AGREEMENT SHALL BE, AT THE SOLE DISCRETION OF BTA OR BTA RELATED PARTIES, THE RESUPPLY OF THE SERVICES AGAIN OR A REFUND OF THE REGISTRATION FEE OR RENEWAL FEE (IF THE BREACH OCCURS DURING A RENEWAL TERM), WHICH REMEDY THE REGISTRANT ACKNOWLEDGES CONSTITUTES THE ONLY POSSIBLE DIRECT DAMAGES FLOWING FROM THIS AGREEMENT. THE REGISTRANT'S SOLE REMEDY FOR AN ACTION NOT FLOWING FROM THIS AGREEMENT (IN TORT OR OTHERWISE) SHALL BE LIMITED TO THE AMOUNT OF MONEY PAID TO BTA OR BTA RELATED PARTIES BY THE REGISTRANT. 13. Notices. Notices to BTA shall be delivered by registered or certified mail, postage prepaid, or reputable commercial courier service (e.g., Express Mail or Federal Express) in the manner of quickest delivery (i.e., overnight delivery, if possible) to: Botswana Telecommunications Authority Plot 206/207, Independence Avenue Private Bag 00495 Gaborone Botswana Notices mailed by registered or certified official mail of a country shall be deemed delivered on receipt. Notices to Registrant shall be delivered by registered or certified mail, postage prepaid, or reputable commercial courier service (e.g., Express Mail or Federal Express) in the manner of quickest delivery (i.e., overnight delivery, if possible) or, in the sole discretion of the BTA or a BTA Related Party, by email or fax to the Registrant Information. 14. Governing Law / Forum Selection. For all disputes in which the BTA may be or is a party to the dispute, this registration agreement shall be exclusively governed by the laws of Botswana applicable to contracts made and performed in Botswana, without regard to conflict of laws principles. The Registrant hereby consents to the exclusive personal jurisdiction of the courts of Botswana, for any and all claims or disputes directed against the BTA and which arise out of, purport to enforce, construe, or otherwise relate to the .bw Domain name, this Agreement, or BTA Policies. The exclusive venue for such action shall be the Courts of Botswana. The Registrant waives any right to object to venue or jurisdiction based on inconvenient forum or for any other reason, and the Registrant waives any statutory or other right pursuant to the laws of the jurisdiction in which Registrant resides to have a case relating to this Agreement adjudicated or resolved in that jurisdiction. By way of information and not as a term binding against the BTA, disputes not involving the BTA as a party may be governed by a governing law and/or forum selection clause contained in a separate agreement, if any, between the Registrant and such other disputant (for example, disputes between an accredited registrar and a Registrant may be governed by a separate agreement, if any, between the Registrant and the accredited registrar); provided, however, that no such separate agreement may modify or waive either BTA's or Registrant's consent to exclusive choice of law, jurisdiction, and venue in Botswana and the courts of Botswana for disputes in which the BTA is or may be a party, as described above. 15. OWNERSHIP OF INFORMATION AND DATA. Registrant agrees and acknowledges that BTA and/or any BTA delegate shall own all database, compilation, collective and similar rights, title and interests worldwide in any domain name database(s), and all information and derivative works generated from the domain name database(s) and that such domain name database may include, without limitation, (a) the original creation date of domain name registration(s), (b) the expiration date of domain name registration(s), (c) the name, postal address, e-mail address, voice telephone number, and where available fax number of all contacts for domain name registration(s), (d) any remarks concerning registered domain name(s) that appear or should appear in the WHOIS or similar information repositories, and (e) any other information generated or obtained in connection with providing domain name registration services. BTA and/or any BTA delegate shall not have any ownership interest in a single Registrant's specific Registration Information outside of BTA and/or any BTA delegate's rights in one or more domain name database(s). 16. Severability. If any provision of this Agreement is held invalid, unenforceable, or void, the remainder of the Agreement shall not be affected thereby and shall continue in full force and effect as nearly as possible to reflect the original



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SECTION 4 - Acceptance of Terms & Conditions-Continued

Acceptable Use Policy

I agree to follow the .BW ccTLD AUP policy This Acceptable Use Policy ("AUP") sets out the actions prohibited to users of the Botswana Telecommunications Authority's Network ("BTA" Network). "Users" are defined as anyone who uses or accesses the .bw domain registry, who has responsibility for one or more host records in the .bw zone files generated from the .bw registry, registrants of a .bw country code Top Level ("TLD") Domain name ("bw Domain name"), and/or users of hardware, name servers, bandwidth, telecommunications transport, zone files or e-mail routing services or of any other domain name resolution systems and services in the .bw registry and zone. This policy applies recursively to all .bw Domain names (which end in the two letter suffix .bw), including second-level .bw Domain names (such as) and sub second-level domains (such as) which resolve as a result of sub-delegation. However, no reference in this document constitutes a licence to perform sub-delegation or otherwise sub-licence any right obtained under the Registrant Agreement or .bw TLD Policies. This AUP is in addition to rules governing qualifications for registration. Use of a .bw Domain name or the .bw Network in a manner that contravenes this AUP, may result in the suspension or revocation of a registrant's right to use a .bw Domain name or to continue to be recognized as the registrant of a .bw Domain name. Suspension or revocation may apply to one or more .bw Domain names for which User is a registrant in addition to a particular .bw Domain name which may have given rise to a particular complaint. BTA reserves the right to modify or update this AUP at any time in accordance with the Policy Development Framework and any such modifications or restatements shall be posted on BTA's website at ([Insert Link]) from time to time. BTA will use reasonable efforts to inform the public in the event of changes to this AUP. Such efforts may include posting the revised AUP on BTA's website and/or sending email notice that this AUP has been modified or updated.

INTRODUCTION • BTA supports the free flow of information and ideas over the Internet. BTA does not exercise editorial control over the content of any message or web site made accessible by domain name resolution services in the .bw TLD. • BTA may discontinue, suspend, or modify the services provided to any .bw Domain name (for example, through modification of .bw zone files), to address alleged violations of this AUP (described further below). BTA may determine in its sole discretion whether use of the .bw Network or a .bw Domain name is prima facie violation of this AUP. BTA or affected parties may utilize the BTA AUP CRS and/or the courts in the jurisdiction and venue specified in the Registrant Agreement to resolve disputes over interpretation and implementation of this AUP, as described more fully in the BTA AUP CRS. • Users of the .bw Network are obliged and required to ensure that their use of a .bw Domain name or the .bw Network is at all times lawful and in accordance with the requirements of this AUP and applicable laws and regulations of Botswana. • This AUP should be read in conjunction with the BTA Registrant Agreement, Complaint Resolution Policy, Privacy Policy, Acceptable Use Policy, and other applicable agreements, policies, laws and regulations. By way of example, and without limitation, the Registrant Agreement sets forth representations and warranties and other terms and conditions, breach of which may constitute non-compliance with this AUP. **PROHIBITED USE** A "Prohibited use" of the .bw Network or a .bw Domain name is a use which is expressly prohibited by provisions of this AUP. The non-exhaustive list of restrictions pertaining to use of the .bw Network and .bw Domain names in relation to various purposes and activities are as follows. Registration of one or more .bw Domain names or access to services provided by BTA may be cancelled or suspended for any breach of, or non-compliance with this AUP: 1. **COMPLIANCE WITH BTA AUP 1.1** The Network and .bw Domain names must be used for lawful purposes. The creation, transmission, distribution, storage of, or linking to any material in violation of applicable law or regulation or this AUP is prohibited. This may include, but is not limited to, the following: (1) Communication, publication or distribution of material (including through links or framing) that infringes upon the intellectual and/or industrial property rights of another person. Intellectual and/or industrial property rights include, but are not limited to: copyrights (including future copyright), design rights, patents, patent applications, trade marks, rights of personality, and trade secret information. (2) Registration or use of a .bw Domain name in circumstances in which, in the sole discretion of the BTA: (a) The .bw Domain name is identical or confusingly similar to a personal name, company, business or other legal or trading name as registered with the relevant Botswana agency, or a trade or service mark in which a third party complainant has uncontestable rights, including without limitation in circumstances in which: (i) The use deceives or confuses others in relation to goods or services for which a trade mark is registered in Botswana, or in respect of similar goods or closely related services, against the wishes of the registered proprietor of the trade mark; or (ii) The use deceives or confuses others in relation to goods or services in respect of which an unregistered trade mark or service mark has become distinctive of the goods or services of a third party complainant, and in which the third party complainant has established a sufficient reputation in Botswana, against the wishes of the third party complainant; or (iii) The use trades on or passes-off a .bw Domain name or a website or other content or services accessed through resolution of a .bw Domain as being the same as or endorsed, authorised, associated or affiliated with the established business, name or reputation of another; or (iv) The use constitutes intentionally misleading or deceptive conduct in breach of BTA policy, or the laws of Botswana; or (b) The .bw Domain name has been used in bad faith, including without limitation the following: (i) The User has used the .bw Domain name primarily for the purpose of unlawfully disrupting the business or activities of another person; or (ii) By using the .bw Domain name, the User has intentionally created a likelihood of confusion with respect to the third party complainant's intellectual or industrial property rights and the source, sponsorship, affiliation, or endorsement of website(s), email, or other online locations or services or of a product or service available on or through resolution of a .bw Domain name; (iii) For the purpose of selling, renting or otherwise transferring the Domain name to an entity or to a commercial competitor of an entity, for valuable consideration in excess of a User's documented out-of-pocket costs directly associated with acquiring the Domain Name; (iv) As a blocking registration against a name or mark in which a third party has superior intellectual or industrial property rights. (3) A .bw Domain name registration which is part of a pattern of registrations where the User has registered domain names which correspond to well known names or trade marks in which the User has no apparent rights, and the .bw Domain name is part of that pattern; (4) The .bw Domain name was registered arising out of a relationship between two parties, and it was mutually agreed, as evidenced in writing, that the Registrant would be an entity other than that currently in the register. (5) Unlawful communication, publication or distribution of registered and unregistered know-how, confidential information and trade secrets. (6) Publication of web content which, in the opinion of the BTA: (a) is capable of disruption of systems in use by other Internet users or service providers (eg viruses or malware); (b) seeks or apparently seeks authentication or login details used by operators of other Internet sites (eg phishing); or (c) may mislead or deceive visitors to the site that the site has an affiliation with the operator of another Internet site (eg phishing). (7) Communication, publication or distribution, either directly or by way of embedded links, of images or materials (including, but not limited to pornographic material and images or materials that a reasonable person as a member of the community of Botswana would consider to be obscene or indecent) where such communication, publication or distribution is prohibited by or constitutes an offence under the laws of Botswana, whether incorporated directly into or linked from a web site, email, posting to a news group, internet forum, instant messaging notice which makes use of domain name resolution services in the .bw TLD. Material that a reasonable member of the community of Botswana would consider pornographic, indecent, and/or obscene or which is otherwise prohibited includes, by way of example and without limitation, real or manipulated images depicting child pornography, bestiality, excessively violent or sexually violent material, sexual activity, and material containing detailed instructions regarding how to commit a crime, an act of violence, or how to prepare and/or use illegal drugs. Communication, publication or distribution of defamatory material or material that constitutes racial vilification. (8) Communication, publication or distribution of material that constitutes an illegal threat or encourages conduct that may constitute a criminal offence. (9) Communication, publication or distribution of material that is in contempt of the orders of a court or another authoritative government actor within Botswana. (10) Use, communication, publication or distribution of software, technical information or other data that violates Botswana export control laws. (11) Use, communication, publication or distribution of confidential or personal information or data including confidential or personal information about persons that collected without their knowledge or consent. 2. **ELECTRONIC MAIL 2.1** BTA expressly prohibits Users of the .bw Network from engaging in the following activities: (1) Communicating, transmitting or sending unsolicited bulk e-mail messages or other electronic communications ("junk mail" or "Spam") of any kind including, but not limited to, unsolicited commercial advertising, informational announcements, and political or religious tracts. Such messages or material may be sent only to those who have expressly requested it. If a recipient asks a User to stop sending such e-mails, then any further e-mail messages or other electronic communications would in such event constitute Spam and violate the provisions and requirements of this AUP. (2) Communicating, transmitting or sending any material by e-mail or otherwise that harasses, or has the effect of harassing, another person or that threatens or encourages bodily harm or destruction of property including, but not limited to, malicious e-mail and flooding a User, site, or server with very large or numerous pieces of e-mail or illegitimate service requests. (3) Communicating, transmitting, sending, creating, or forwarding fraudulent offers to sell or buy products, unsolicited offers of employment, messages about "Make-Money Fast", "Pyramid" or "Ponzi" type schemes or similar schemes, and "chain letters" whether or not the recipient wishes to receive such messages. (4) Adding, removing, modifying or forging .bw Network or other network header information with the effect of misleading or deceiving another person or attempting to impersonate another person by using forged headers or other identifying information ("Spoofing"). (5) Causing or permitting the advertisement of a .bw Domain name in an unsolicited email communication. 3. **DISRUPTION OF .BW NETWORK 3.1** No-one may use the .bw Network or a .bw Domain name for the purpose of: (1) Restricting or inhibiting any person in their use or enjoyment of the .bw Network or a .bw Domain name or any service or product of BTA. (2) Actually or purportedly reselling BTA services and products without the prior written consent of BTA. (3) Transmitting any communications or activity which may involve deceptive marketing practices such as the fraudulent offering of products, items, or services to any other party. (4) Providing false or misleading information to BTA or to any other party through the .bw Network. (5) Facilitating or aiding the transmission of confidential information, private, or stolen data such as credit card information (without the owner's or cardholder's consent). 4. **NETWORK INTEGRITY AND SECURITY 4.1** Users are prohibited from circumventing or attempting to circumvent the security of any host, network or accounts ("cracking" or "hacking") on, related to, or accessed through the .bw Network. This includes, but is not limited to: (1) accessing data not intended for such user; (2) logging into a server or account which such user is not expressly authorised to access; (3) using, attempting to use, or attempting to ascertain a username or password without the express written consent of the operator of the service in relation to which the username or password is intended to function; (4) probing the security of other networks; (5) executing any form of network monitoring which is likely to intercept data not intended for such user. 4.2 Users are prohibited from effecting any network security breach or disruption of any Internet communications including, but not limited to: (1) accessing data of which such User is not an intended recipient; or (2) logging onto a server or account which such User is not expressly authorised to access. For the purposes of this section 4.2, "disruption" includes, but is not limited to: port scans, TCP/UDP floods, packet spoofing; forged routing information; deliberate attempts to overload or disrupt a service or host; using the .bw Network in connection with the use of any program, script, command, or sending messages with the intention or likelihood of interfering with another user's terminal session by any means, locally or by the Internet. 4.3 Users who compromise or disrupt .bw Network systems or security may incur criminal or civil liability. BTA will investigate any such incidents and will cooperate with law enforcement agencies if a crime is suspected to have taken place. **NON-EXCLUSIVE, NON-EXHAUSTIVE** This AUP is intended to provide guidance as to what constitutes acceptable use of the .bw Network and of .bw Domain names. However, the AUP is neither exhaustive nor exclusive. **COMPLAINTS** Persons who wish to notify BTA of abusive conduct in violation of this AUP may report the same pursuant to the BTA Acceptable Use Policy Enforcement Procedure, which is instituted by submitting to BTA a completed BTA Acceptable Use Policy Violation Complaint Form. **ENFORCEMENT** BTA may, in its sole discretion, suspend or terminate a User's service for violation of any of the requirements or provisions of the AUP on receipt of a complaint if BTA believes: (a) a violation of the AUP has or may have occurred; or (b) suspension and/or termination may be in the public interest. If BTA elects not to take immediate action, BTA may require Registrants and a complainant to utilise the AUP Complaint Resolution Service and Policy to ensure compliance with this AUP and remedy any violation or suspected violation within a reasonable time prior to suspension or terminating service. **LIMITATION OF LIABILITY** In no event shall BTA be liable to any User of the .bw Network, any customer, nor any third party for any direct, indirect, special or consequential damages for actions taken pursuant to this AUP, including, but not limited to, any lost profits, business interruption, loss of programs or other data, or otherwise, even if BTA was advised of the possibility of such damages. BTA's liability for any breach of a condition or warranty implied by the Registrant Agreement or this AUP shall be limited to the maximum extent possible to one of the following (as BTA may determine): (i) supplying the services again; or (ii) paying the cost of having the services supplied again.



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SECTION 5 - Acceptance of Application

PLEASE TICK

I, the duly authorised signatory, making an application on my behalf and/or on behalf of the Registering Organisation, confirm that I have read and understood the .bw Registrant Agreement and the .bw Acceptable Use Policy above and agree to bound to them at all times, including any subsequent amendments.

I confirm that the information contained in this application form is, to the best of my knowledge, true and correct.

DECISIONMAKER:

Title	Mr	Ms	Mrs	Miss	Other (specify)
Initials					
First Name:					
Surname:					
Designation:					
Telephone:					
Fax:					
Cell:					
E-mail:					

Signed at (place): _____
On (date): _____

Signature:

CHECKLIST *(please tick)*

Required Attachments: **COMPULSORY**

Copy of National ID / Omang (Citizens-BOTSWANA)

OR (provide one (1))

Copy of Passport (non-Citizens-BOTSWANA)

Copy of Organisation Registration Certificate e.g. Certificate of Incorporation / Certificate of Registration

SECTION 6 - Marketing Information

Tick if you were referred to us by our existing customer Name of Referring Customer: _____

Sign up for our newsletter. Receive Emails on our exciting offers, specials or new products.
You may unsubscribe at any moment. For that purpose, there will be a link to unsubscribe at the bottom of the newsletter.

Receive offers from our partners

THANK YOU!



**FRAYS COTTAGE
WEB SERVICES**