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## BOTSWANA TELECOMMUNICATIONS CORPORATION

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( All correspondence to the Chief Executive )

### ANNEXURE "A"

#### DNS REGISTRATION TERMS AND CONDITIONS

(Adapted from a document prepared by  
Network Solutions, Inc. and subsequently from the FRD)

Botswana Telecommunications Corporation ("BTC") is responsible for assigning domain names in the .BW namespace of the Internet. These terms and conditions apply to the use and registration of domain names in the .BW namespace of the Internet, including all other subdomains of .BW that are administered by BTC ("Domain Name(s)").

1. BTC is responsible for the registration of domain names in the .BW namespace of the Internet. BTC registers these Domain Names on a "first come, first served" basis. BTC has neither the resources nor the legal obligation to screen requested Domain Names to determine if the use of a Domain Name by any applicant (hereafter referred to as "Applicant") may infringe upon the right(s) of a third party. Consequently, as an express condition and material inducement of the grant of Applicant's request to register a Domain Name, Applicant represents, warrants and agrees as follows...
  - a) Applicant's statements in the application are true and applicant has the right to use the Domain Name as requested in the Application;
  - b) Applicant has a bona fide intention to use the Domain Name on a regular basis on the Internet;
  - c) The use or registration of the Domain Name by Applicant does not interfere with nor infringe the right of any third party in any jurisdiction with respect to trademark, service mark, tradename, company name, close corporation name, copyright nor any other intellectual property right;
  - d) Applicant is not seeking to use the Domain Name for any unlawful purpose, including, without limitation, delictual interference with contract or prospective business advantage, unfair competition, injuring the reputation of another, nor for the purpose of confusing or misleading a person, whether natural or incorporated.
2. Applicant acknowledges and agrees that these conditions prevailing on the registration and use of Domain Names may change from time to time and that, upon thirty (30) days written notice, BTC may modify or amend such terms.
3. At the time of the initial submission of the Domain Name request, the Applicant is required to have operational name service from at least two operational Internet servers for that domain name. Each server must be fully connected to the Internet and capable of receiving queries under that Domain Name and responding thereto. In the event that Applicant does not make regular use of its assigned Domain Name for any a period of 90 days or more, Applicant agrees that Applicant shall, upon request of BTC, relinquish that Domain Name to BTC, making that Domain Name available for registration and use by another party.

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4. Applicant is responsible for its selection of the Domain Name. Consequently, Applicant shall defend, indemnify and hold harmless BTC, its officers, employees and agents, for any loss, damage, expense or liability resulting from any claim, action or demand arising out of or related to the use or registration of the Domain Name, including reasonable attorneys fees. Such claims shall include, without limitation, those based upon tradename infringement, copyright infringement, dilution, delictual interference with contract or prospective business advantage, unfair competition, defamation or injury to business reputation. BTC agrees to give Applicant written notice of any such claim, action or demand within a reasonable time. Applicant agrees that BTC shall be defended by attorneys of BTC's choice at Applicant's expense, and that Applicant shall advance the costs of such litigation, in a reasonable fashion, from time to time. The failure to abide by this provision shall be considered a material breach of this Agreement and permit BTC to immediately withdraw the use and registration of Domain Name from Applicant.
5. Applicant agrees that BTC shall have the right to withdraw a Domain Name from use and registration on the Internet upon thirty (30) days prior written notice (or earlier if ordered by the court) should BTC receive an order by any competent court having jurisdiction that the Domain Name in dispute rightfully belongs to a third party or infringes a third party's rights.
6.
  - a) In the event that the Applicant breaches any of its obligations under these terms, BTC may request that Applicant relinquish the Domain Name by way of a written notice describing the alleged breach. If Applicant fails to provide evidence that it has not breached its obligations which is reasonably satisfactory to BTC within thirty (30) days of the date of receipt of such notice, then BTC may terminate Applicant's use and registration of the Domain Name.
  - b) Applicant acknowledges and agrees that BTC cannot act as an arbiter of disputes arising out of the registration and use of Domain Names. At the same time, Applicant acknowledges that BTC may be presented with evidence that a Domain Name registered by Applicant violates the rights of a third party. In such instance BTC shall be allowed to provide a complainant with Applicant's name and address and all further communication will exclude BTC and BTC will have no further obligations to the Applicant.
  - c) In such instance Applicant shall be entitled to continue using the Domain Name registered for Applicant by BTC until a court as described in 5 directs otherwise.
7. **BTC WILL NOT BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, DELICT, OR OTHERWISE, EVEN IF BTC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
8. The Applicant consents to the jurisdiction of the High Court of Botswana and/or Magistrate's court(s) for the adjudication of any legal dispute between BTC and the Applicant and these



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**( All correspondence to the Chief Executive )**

terms and conditions will be construed and interpreted in accordance with the law of Botswana.

9. The Applicant acknowledges that the terms and conditions hereof may not be varied or cancelled except in writing and signed by BTC and the Applicant, or as provided in paragraph 2 above.
10. The applicant agrees to pay BTC the fees applicable ( See Annexure "C" ) for the registration of the Domain Name and subsequent annual fee for the Domain Name. If the applicant fails to make the necessary payments after successful registration of the Domain, BTC has the right to terminate the Applicant's use and registration of the Domain Name.

In the event that any of the terms of this Annexure are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

**CONDITIONS OF ANNEXURE "A"**

The organisation specified in section 2 of Annexure "B" warrants that it has read and that it accepts the terms and conditions contained in Annexure "A" . The person signing on behalf of the organisation warrants that he/she has the required authority to bind the organisation to these terms and conditions.

Signed at . this . day of

Signature.

Name (block capitals)



**BOTSWANA TELECOMMUNICATIONS CORPORATION**

( All correspondence to the Chief Executive )

ANNEXURE "B"

	<b>Section</b>	<b>Information Required</b>	<b>Instructions</b>
	<b>DOMAIN NAME &amp; ACTION</b>		
1a	Domain Name		Required
1b	Action	N(ew) U(pdate) C(onfirm) D(elete)	Mark Relevant Code
	<b>ORGANISATION NAME</b>		
2a	Organisation Name		Required
2b	Postal Address		Required
2c	Street Address		Required
	<b>DATE &amp; CNAME</b>		
3a	Date Network Ready		
3b	Full CNAME		
3c	Sub CNAME (1)		
3d	Sub CNAME (2)		
	<b>ADMINISTRATIVE CONTACT</b>		
4a	Name		Required
4b	Title/Position		Required
4c	Organisation		Required
4d	Postal address		Required
4e	Phone Number		Required
4f	Fax Number		
4g	E-Mail		
4h	NIC assigned Handle		



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( All correspondence to the Chief Executive )

	<b><i>TECHNICAL CONTACT</i></b>		
	<b><i>ONLY COMPLETE</i></b>	<b><i>SECTION 5 IF NOT THE</i></b>	<b><i>SAME AS ABOVE</i></b>
5a	Name		Required
5b	Title/Position		Required
5c	Organisation		Required
5d	Postal address		Required
5e	Phone Number		Required
5f	Fax Number		
5g	E-Mail		
5h	NIC assigned Handle		
	<b><i>NAME SERVERS</i></b>		
6a	Primary Server FQDN		Required
6b	Primary IP Address		Required
6c	Secondary Server FQDN		
6d	Secondary IP Address		
6e	Secondary Server FQDN		
6f	Secondary IP Address		
6g	Secondary Server FQDN		
6h	Secondary IP Address		
6i	Secondary Server FQDN		
6j	Secondary IP Address		
	<b><i>ONLY COMPLETE</i></b>	<b><i>SECTION 6 or 7 NOT BOTH</i></b>	
	<b><i>MAIL GATEWAYS</i></b>		
7a	FQDN of Primary Gateway		Required
7b	IP Address of Primary Host		Required
7c	Desired MX Value		Default 10
7d	FQDN of "Backup" host		
7e	IP Address of "Backup" Host		
7f	Desired MX Value		Default 20
	<b><i>ASSIGNED IP NUMBERS</i></b>		
8a	Start Of IP Block		
8b	End of IP Block		
8c	Start Of IP Block		
8d	End of IP Block		
8e	Start Of IP Block		
8f	End of IP Block		



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( All correspondence to the Chief Executive )

	<b><i>BRIEF DESCRIPTION OF YOUR ORGANISATION</i></b>
9a	
9b	
9c	
9d	
9e	
9f	

**DOMICILIUM CITANDI ET EXECUTANDI (Required)**

The organisation specified in 2 above chooses as its address for the giving and serving of notices the following street address. **Box numbers are not acceptable.** (This could be the same as 2c. above).

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