



BOTSWANA COMMUNICATIONS REGULATORY AUTHORITY

BOTSWANA DOMAIN NAME (.BW) REGISTRATION TERMS AND CONDITIONS

BOTSWANA DOMAIN NAME (.BW) REGISTRATION TERMS AND CONDITIONS	Review Version	02
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DEFINITIONS

"The Authority"

means the Botswana Communications Regulatory Authority (BOCRA) established under **Section 3** of the Communication Regulatory Authority Act (CRA Act), 2012;

"CRA Act (The Act)"

means Communication Regulatory Authority Act (CRA Act), 2012;

"Domain"

means a .bw Domain name applied for by a Registrant, whose registration application has been processed and accepted by the Registry;

"Registrar"

means an entity accredited by the Registry to offer domain name registration services to Registrants;

"Registrant"

means the individual, entity, or the authorised agent for the individual or entity who applied for or caused to be applied for a Domain and whose registration application has been processed and accepted by the Registry

"Registrant Information"

means:

- i. The Registrant's legal name;
- ii. The Registrant's physical and postal address;
- iii. The Registrant's telephone number;
- iv. The Registrants e-mail address;
- v. The Domain Name;
- vi. The name servers the Domain Name is to be delegated to;
- vii. The Term of registration of the Domain Name;

“Registry”

means entity mandated by the Communication Regulatory Authority Act to maintain and administer the .bw ccTLD;

“Term”

means a period of one (1) calendar year as specified in the **Domain Life Cycle Policy**;

“Terms and Conditions”

means these Terms and Conditions of the .BW domain names.

ABBREVIATION OF TERMS

AUP	Acceptable Use Policy
BOCRA	Botswana Communications Regulatory Authority,
ccTLD	Country Code Top Level Domain
CRA Act	Communication Regulatory Authority Act
IP	Internet Protocol
URL	Uniform Resource Locator

1 INTRODUCTION

1.1 In Pursuant to the Botswana Communications Regulatory Authority (hereinafter The Authority) mandate, the Authority has reviewed the Registration Terms and Conditions to align with ever evolving and emerging technologies

2 PURPOSE

2.1 The aim of these Registration Terms and Conditions is to set out the processes and procedures on the:

2.1.1 Use of the .bw domain names by Registrants; and

2.1.2 Additional agreements, if any, that may be entered into between the Registrant and Accredited Registrars relating to domain name services in Botswana, provided by such Accredited Registrars, as long as that no such additional agreement may waive, alter, or supersede any provision of this Registration Terms and Conditions. However, If there is any conflict between such additional agreements and this Terms and Conditions, this Registration shall prevail.

3 TERMS AND CONDITIONS

3.1 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 other documents, policies, and agreements which are incorporated into this Agreement by this reference and which shall hereinafter (together with these Terms and Conditions)

be referred to as the “ccTLD Policies”. This includes rules or policies that are now, or may in the future, be published by the Authority at www.nic.net.bw.

- 3.2** The ccTLD Policies apply to all domains and sub-level domains, which end in the suffix .bw and explain the rights and obligations between the Authority and the Registrant. These Terms and Conditions are subject to other policies under the Authority’s purview. The Authority may facilitate the registration and resolution of the .bw Domain names(s) as and when it deems fit; such acceptance shall be deemed to have occurred at the Authority’s principal place of business in Botswana.
- 3.3** The Authority may modify the ccTLD Policies from time to time as specified in the Policy Development Framework. The Authority shall post the ccTLD policies on the Authority’s web site and <http://nic.net.bw>. Revised ccTLD policies become effective seven (7) calendar days after posting. The Authority may inform registrants of changes to ccTLD Policies via email; however, the Authority shall not be obligated to provide such notice via email. The Registrant must agree that such email shall not be considered spam.
- 3.4** The Registrant’s use of .bw Domain name(s) following the effective date constitutes the Registrant’s acceptance of the revised Authority policies. If the Registrant does not wish to be bound by the revised the Authority Policies, the Registrant’s sole remedy is to cancel the registration of the .bw Domain name(s), following the appropriate the Authority policies regarding such cancellation.

4 REGISTRATION FEE

- 4.1** 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.
- 4.2** Payment of Registration Fees shall be made in accordance with the requirements of the accredited Registrars and ccTLD Policies are effective at the time the Registrant submits such payment.
- 4.3** 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 Authority by such Registrar and the Authority will not be bound to accept any Application until such separate registration fee is paid.
- 4.4** It shall not be the duty of the Authority to refund any Registration Fee or other fee to the Registrant in the event of non-performance by such Registrar.

5 TERM AND RENEWAL TERM

- 5.1** The Registrant's exclusive registration of the .bw Domain name shall continue for the term of one (1) year as specified in the Domain Life Cycle Policy. the Authority has the right to suspend or terminate this agreement which was initially accepted.

6 REGISTRANT INFORMATION

- 6.1** The Registrant shall ensure that:
- 6.1.1** 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 ccTLD Policies and is and will remain true, current, complete, accurate, and reliable; and

6.1.2 The Registrant shall maintain, update, and keep the Registrant Information true, current, complete, accurate, and reliable by notifying the Registrar immediately of any change to such information in accordance with the appropriate ccTLD Policy relating to modifications to the Registrant Information;

6.1.3 The Authority 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 the Registry appears, in the Registry'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; and
- iii. The Registrant acknowledges that a breach of this Section will constitute a material breach of this Agreement which will entitle the Authority to terminate this Agreement immediately upon such breach without any refund of the Registration Fee and without notice to Registrant.

6.2 The Registrant acknowledges that all personal information about the Registrant which is supplied to the Registry, 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 ccTLD Policies.

6.3 Registrants must provide the following information to the Registry through an accredited Registrar:

6.3.1 Legally recognized first and last name (surname) of the contact person for the Registrant (this contact person may be the Registrant itself);

6.3.2 Certified copy of a legally recognised Identification Card (Omang) for citizens, or passport if non-citizen;

6.3.3 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;

6.3.4 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;

6.3.5 Valid postal address of the Registrant;

6.3.6 Valid physical address of the Registrant;

6.3.7 Functioning e-mail address of the Registrant;

- 6.3.8** Working telephone number for the Registrant, including country code, area code, and proper extension, if applicable; and
- 6.3.9** 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, the Authority 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.
- 6.4** 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.
- 6.5** The Registrant grants an irrevocable licence to the Authority, 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.

7 AGENTS

- 7.1** The Registrant understands, acknowledges, and agrees that by using the .bw Domain name, the Registrant ratifies and is bound by

the Registration Terms and Conditions (including the ccTLD Policies incorporated herein).

7.2 The Registrant is responsible for all information submitted to the Registry. The Registry will not refund any fees because of any errors or omissions by the Registrant or its authorised Agent in the registration process or thereafter.

7.3 An authorised Agent acting on the Registrant's behalf, represents and warrants to the Registrant and the Registry 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 herein.

8 SCOPE OF REGISTRATION

8.1 On payment of the Registration Fee to the Registrar and after payment by the Registrar to the Registry 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 Registration Terms and Conditions and .bw ccTLD Policies, for the Term.

8.2 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 Registry or its delegate, may constitute illegal activity or cause or permit any contravention or violation of ccTLD Policies, whether in connection with the registered domain name.

8.3 The Registrant acknowledges that a breach of this Section will constitute a material breach of the Registration Terms and

Conditions, which will entitle the Registry to terminate this or take such other action, as it deems desirable without any refund of the Registration Fee.

- 8.4** The Registry 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 made to an accredited Registrar and/or the Registry or any violation of the ccTLD Policies.) Neither the Registry nor an accredited Registrar shall be liable for any loss, damage, or other injury whatsoever, including economic or consequential loss, resulting from the Registry 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.

9 REGISTRANT REPRESENTATIONS AND WARRANTIES

- 9.1** The Registrant represents, warrants, and guarantees that:

- 9.1.1** 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 the Registration Terms and Conditions (including the ccTLD 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;

- 9.1.2** 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;
- 9.1.3** To the best of the Registrant's knowledge and belief, neither the registration of the .bw Domain name nor the way it is to be directly or indirectly used infringes the legal rights or intellectual property rights of a third party;
- 9.1.4** 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 the Registry;
- 9.1.5** The information provided by the Registrant is true and accurate, and the Registrant will update the said information immediately if it changes;
- 9.1.6** 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, academic institutions, regional and international organizations, etc.
- 9.1.7** The Registrant will promptly notify the Registry 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;

9.1.8 The Registrant will not, directly, or indirectly, through registration or use of the .bw Domain name or otherwise:

- i. Register a .bw Domain name for the purpose of diverting trade from another business or website;
- ii. Deliberately register as a .bw Domain name misspellings of another entity's personal, company or brand name to pass-off or trade on the business, goodwill, or reputation of another; and
- iii. 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 the Registration Terms and Conditions, and does not impose obligations on the Registry beyond the obligations owed by the Registry to a Registrant in the absence of such a security interest or encumbrance; and
- iv. The Registrant meets and will continue to meet for the whole of the Term any eligibility criteria prescribed in the ccTLD Policies for registering and using the .bw domain name.

- v. That the Registrant will maintain and update the Registrant Information provided to the Registrar in accordance with the requirements of Section 5.3;
- vi. The Registrant has not previously applied for registration of a Domain name for the same character string with another registrar where:
- vii. The Registrant is relying on the same eligibility criteria (as enshrined in this Registration Terms and Conditions and in the Acceptable Use Policy) for both Domain name applications; and
- viii. The character string has previously been rejected by the other Registrar;

9.1.9 Any content, material or web page contained on any Uniform Resource Locator (“URL”), website or web page accessing, utilising or accessed by means of the .bw Domain name complies with the Registry Acceptable Use Policy, international best practices and 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 Authority Acceptable Use Policy), whether incorporated directly into or linked from a web site resolved via a .bw Domain name;

9.1.10 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 Authority Acceptable

Use Policy and other internationally recommended policies including, without limitation, those policies relating to spam.

10 THE AUTHORITY REPRESENTATIONS AND WARRANTIES

10.1 The Authority as the Registry represents, warrants, and guarantees that it:

10.1.1 Manages the .bw top level domain name in trust for the Botswana Internet Community;

10.1.2 Has the full right, power, legal capacity, ability, and authority to enter the registration Terms and Conditions, and to carry out the terms and conditions hereof notwithstanding the disclaimer below;

10.1.3 Will process the Registrant's Application and consider whether to accept or reject it in accordance with the criteria laid down in the Registration Terms and Conditions (including the ccTLD Policies);

10.1.4 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

10.1.5 Breach or misrepresentation of these warranties shall constitute a material breach of the registration Terms and Conditions. In the event of such material breach by the Registry, the Registrant's only recourse against the Registry shall be to remove its domain name registration.

11 DISCLAIMER

11.1 The Authority as the Registry 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.

11.2 The Authority does not guarantee any information provided to the Registrant by it or its agents not incorporated into the Registration Terms and Conditions and, accordingly, no such information creates any express or implied warranty. The registry services are provided on an "as is" and "as available" basis and the Registrant agrees that the Authority will register Domain names on a first come, first served basis. The Authority does not guarantee that any Domain name 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 name.

12 BREACH

12.1 Failure of a Registrant to abide by any provision of the Registration Terms and Conditions (including the ccTLD Policies) may be considered a material breach. In the event of such material breach, the Registry may provide a written (including email) notice to the Registrant describing the breach. The Registrant in such event then has up to thirty (30) days to rectify or cure such breach or to provide evidence reasonably satisfactory to the Registry that there is no breach of the Registration Terms and Conditions or ccTLD Policies.

12.2 In the event of a breach that is not rectified, cured, or refuted by the Registrant to the Registry's satisfaction, the Registry may cancel

the Registrant's registration of and licence to use the .bw Domain name without refund and without further notice, and pursue all legal remedies it may have against the Registrant. Any such breach by the Registrant shall not be deemed excused if the Registry did not act earlier in response to the breach by Registrant; and

12.3 In the event of a breach which, in the opinion of the Registry or an accredited Registrar, causes immediate harm to the public interest or the Registry Network or which violates any applicable law or regulation, then an accredited Registrar and/or the Registry may modify, suspend, or terminate services to the Registrant without written notice.

13 DISPUTES INVOLVING REGISTRANTS

13.1 The Registrant acknowledges that the Registry 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 Registry Acceptable Use Policy) is displayed on or linked to from a website which is resolved via a .bw Domain name, the Registry and the Registrant shall act in accordance with and agree to be bound by the Registry's Dispute Resolution Policy and Service; and

13.2 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 if the Registrant's use of a .bw Domain name constitutes an infringement or other violation of a third party's rights.

14 INDEMNITY

14.1 The Registrant shall defend, indemnify, and hold harmless the Registry, the Registry operator, accredited Registrars and such parties' officers, directors, shareholders, owners, managers, employees, agents, contractors, affiliates, lawyers, and attorneys ("the Authority Related Parties") from and against all claims of third parties including, but not limited to all loss and liability relating to or arising under the Registration Terms and Conditions.

14.2 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 these Terms and Conditions. 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.

15 DISCLAIMER AND LIMITATION OF LIABILITY

15.1 The Registrant acknowledges and agrees that, to the maximum extent possible, the Authority and the Authority 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 name, or in any other way related to the Domain name, regardless of the form of action, whether in contract, tort (including negligence), or otherwise. additionally, the Authority and the Authority related parties shall not be liable whatsoever for any losses or damages that the Registrant may incur because of unauthorized use of the Domain name arising from "hacking", denial of service attack, virus, worm or otherwise, or for lack of fitness for a particular purpose of the Domain name or services related to the Domain name.

15.2 In the event that the Authority or a the Authority related party takes action with respect to a .bw Domain name pursuant to Section 11.2, which action is reversed, modified, or acknowledged to have been incorrect by the Authority, a the Authority related party, by or through the Authority Complaint Resolution Service, or by a court, then Registrant agrees that, absent or bad faith by such party, that the Authority and the Authority related parties shall not be liable whatsoever for any damages that the Registrant may suffer thereby, even if the Authority or the Authority related parties have been advised of the potential for such damages, and even if the Authority or the Authority 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.

15.3 In addition, the Authority and the Authority 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 (natural disasters), 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 the Authority or the Authority related parties have been advised of the potential for such damages, and even if the Authority or the Authority related parties may foresee such possible damages.

15.4 the Registrant's sole remedy for the Authority or the Authority related parties' breach of this agreement shall be, at the sole discretion of the Authority or the Authority 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 following from this agreement. The Registrant's sole remedy for an action not following from this agreement (in tort or otherwise) shall be limited to the amount of money paid to the Authority or the Authority related parties by the Registrant.

16 NOTICES

16.1 Notices to the Authority shall be delivered by registered or certified mail, electronic mail, postage prepaid, or reputable commercial courier service (e.g., DHL, Express Mail or Federal Express) in the

manner of quickest delivery (i.e., overnight delivery, if possible, or within 24 hours) to:

Botswana Communications Regulatory Authority
Plot 50671, Independence Avenue
Private Bag 00495
Gaborone
Botswana
Email: registry@bocra.org.bw

Notices mailed by registered or certified official mail of a country shall be deemed delivered on receipt.;

16.2 Notices to Registrant shall be delivered by registered or certified mail, postage prepaid, or reputable commercial courier service (e.g., DHL, Express Mail or Federal Express) in the manner of quickest delivery (i.e., overnight delivery, if possible, or within 24 hours) or, in the sole discretion of the Authority or the Authority Related Party, by email or fax to the Registrant Information.

17 GOVERNING LAW / FORUM SELECTION

17.1 For all disputes in which the Registry may be or is a party to the dispute, the Registration Terms and Conditions shall be exclusively governed by the laws of Botswana applicable to contracts made and performed in Botswana, without regard to conflict of laws principles.

17.2 By way of information and not as a term binding against the Authority, disputes not involving the Registry 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 and 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 the Registry'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 Registry is or may be a party, as described above.

18 OWNERSHIP OF INFORMATION AND DATA

18.1 Registrant agrees and acknowledges that the Registry and/or any Registry delegate shall be the custodian of all databases and compilations. The Registry has 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:

18.1.1 The original creation date of domain name registration(s);

18.1.2 The expiration date of domain name registration(s);

18.1.3 The name, postal address, e-mail address, voice telephone number, and where available fax number of all contacts for Domain name registration(s);

18.1.4 Any remarks concerning registered domain name(s) that appear or should appear in the WHOIS or similar information repositories; and

18.1.5 Any other information generated or obtained in connection with providing Domain name registration services. The Registry and/or any Registry delegate shall not have any ownership interest in a single Registrant's specific Registration Information outside of The Registry and/or any Registry delegate's rights in one or more domain name database(s).

19 SEVERABILITY

19.1 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 intention of the Registry and the Registrant in agreeing to the Registration Terms and Conditions.

20 NO WAIVER

20.1 The failure of either party (i.e., Registry or Registrant) at any time to enforce any right or remedy available to it under these Registration Terms and Conditions with respect to any breach or failure by the other party shall not be a waiver of such right or remedy with respect to any other breach or failure by the other party.

21 FULL INTEGRATION

21.1 The Registration Terms and Conditions, together with the ccTLD Policies expressly incorporated herein by reference, constitutes the entire agreement between the Registrant and the Registry relating to the .bw Domain name. No prior or contemporaneous written, oral, and electronic representation, negotiation, or agreement form a part of these Terms and Conditions, and shall supersede all prior written, oral, or electronic agreements between the Registrant and the Registry relating to the .bw Domain name.

21.2 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 Terms and Conditions nor may such an additional agreement impose any obligation upon the Registry without its express written consent. If there is any conflict between such additional agreements and these Registration Terms and Conditions shall prevail.

22 WRITTEN AGREEMENT

22.1 This Agreement constitutes a written agreement between Registrant and Registry even though the Registrant's Application may be dispatched electronically, and even though the Registry may accept the Application electronically. A printed version of this Agreement, and of any notice given in electronic form related to this Agreement, shall be admissible in judicial or administrative proceedings to the same extent, and subject to the same restrictions, as other business contracts, documents, or records originally generated and maintained in printed form.

23 SURVIVAL OF OBLIGATIONS

23.1 The parties agree that paragraphs 6,7,8,9,10,11,12,13,14 and 15 shall survive the expiry or termination of this Agreement.

23.1.1 THESE REGISTRATION TERMS AND CONDITONS ARE EFFECTIVE AND BINDING as of the date of acceptance hereof by the Registry (i.e., the date of registration of the .bw Domain name).

-END.