



BOTSWANA COMMUNICATIONS REGULATORY AUTHORITY

REGISTRAR ACCREDITATION AGREEMENT POLICY

Registrar Accreditation Agreement Policy	Review Version	02
	Year	2022
	Department	Technical Services



Initiated By

Position	Assistant Officer Numbering Management
Name	Mr. Nonfo Ramotsababa
Signature	
Date	

Reviewed By

Position	Director of Technical Services
Name	Mr. Bathopi Luke
Signature	
Date	

Reviewed By

Position	Director of Legal Services
Name	Ms Joyce Isa Molwane
Signature	
Date	

Approved

Position	Chief Executive
Name	Mr. Martin Mokgware
Signature	
Date	



REGISTRAR AGREEMENT	I
DEFINITIONS	IV
ABBREVIATION OF TERMS	0
1. CONSTRUCTION.....	1
2. HEADINGS.....	3
3. TERMS OF AGREEMENT	3
4. REGISTRAR AND THE AUTHORITY OBLIGATIONS	3
5. REVENUE, BILLING AND POLICY APPLICABILITY:.....	12
6. DISCLOSURE OF INFORMATION	13
7. REGISTRY FEE AND PERFORMANCE	14
8. INTELLECTUAL PROPERTY RIGHTS; CONTACTING REGISTRANTS.....	15
9. WARRANTIES AND INDEMNITY.....	17
10. CONFIDENTIAL INFORMATION	18
11. LIMITATION OF LIABILITY.....	19
13. RIGHTS ON TERMINATION	23
14. FORCE MAJEURE	23
15. GOOD FAITH.....	24
16. MODIFICATION OF RIGHTS	24
17. REMEDIES CUMULATIVE.....	24
18. AUTHORITY	25
19. GOVERNING LAW	25
20. NOTICES	25
21. WAIVER	25
22. ENTIRE AGREEMENT.....	26
23. COSTS	26
24. SEVERANCE	26



25. COUNTERPARTS.....	27
26. PERFORMANCE BY THIRD PARTIES.....	27
27. RELATIONSHIP BETWEEN THE PARTIES	27
28. DISPUTES	28
SCHEDULE ONE.....	0
SCHEDULE TWO	1
SCHEDULE THREE	4



REGISTRAR AGREEMENT

BETWEEN:

BOCRA

Physical Address: **Plot 50671, Independence Avenue Gaborone**

Telephone: **+267 3957755**

Fax: **+267 3957976**

Email: **registry@bocra.org.bw**

AND:

Company name:

Physical Address:

Telephone:

Fax:

Email:

REGISTRAR AGREEMENT

THIS AGREEMENT is made on the Commencement Date specified in Paragraph 1 of Schedule One.



BETWEEN:

BOCRA

Address: **Private Bag 00495**

City: **Gaborone**

Country: **Botswana**

Telephone: **+267 3957755**

Fax: **+267 3957976**

Email: **registry@bocra.org.bw**

AND:

The company named and described in Paragraph 3 of Schedule One (“the Registrar”).

RECITALS:

The Recitals form part of this Agreement and the parties acknowledge that the Recitals are true and correct.

- A.** WHEREAS the Authority has the authority to designate and accredit Registrars who, because of the Authority accreditation, are authorised to accept and process applications to register Domain Names in the Country Code Top Level Domains (ccTLD) specified in Paragraph 3 of this agreement.
- B.** AND WHEREAS the Authority is committed to exercising its responsibilities to the Registrar, Sponsoring Organization, applicable local communities, and the global Internet community in an open and

transparent manner and to apply standards and policies in a manner that is not arbitrary, unjust nor inequitable.

- C. AND WHEREAS The Registrar wishes to be a Registrar accredited by the Authority to provide Registrar Services for the .bw ccTLD on a non-exclusive basis.
- D. AND WHEREAS The Registrar warrants that it has the technical ability to act as a Registrar.
- E. AND WHEREAS the Authority and the Registrar have agreed to enter into an agreement on the terms and conditions contained in this Agreement.

IT IS AGREED:



DEFINITIONS

In this Agreement, the following terms will have the meanings assigned to them:

“Abuse”

means any action or conduct which, in the opinion of the Authority, degrades any other party’s reasonable communication with, access to, or control over the Registry Technology;

“Accreditation Criteria”

means the requirements specified by the Authority from time to time in relation to the minimum criteria, which must be met and satisfied by a Juristic Person for that Juristic Person to be accredited as a Registrar by the Authority for the .bw ccTLD;

“Agreement”

means **Registrar Accreditation Agreement** or this policy document;

“API”

means **Application Programming Interface** and is the language and message format used by an application program to communicate with the operating system or some other control program(s) such as a database management system or a communications system.

“Authoritative Root”

means the DNS root server of the Internet, also referred to as the Internet “A root”, which at the time of execution of this Agreement was controlled by IANA (<https://www.iana.org/domains/root/servers>), and identifies all TLD zone root servers, including the .bw ccTLD root servers.

“Business”

means the provision of Registrar Services to be carried on by the Registrar;

"Business Day"

means any weekday from Monday to Friday other than a gazetted public holiday in Botswana;

“ccTLD”

means a Country Code Top-Level Domain in the domain name hierarchy;

“ccTLD Database”

means is a database of all second level Domain Names and certain third level Domain Names and associated data that enables the Authority as both the ccTLD Sponsor and Registry operator to establish contact with the individuals responsible for a domain and manage delegation data used to create zone files for a ccTLD;

“ccTLD Manager”

means the entity responsible for policy development and the stability and interoperability of a ccTLD with the DNS, normally the entity identified as the Sponsoring Organisation by the IANA. (<http://iana.org>);

“Commencement Date”

means the date specified in Paragraph 1 of Schedule One;

"Confidential Information (redraft)"

means all information, in any material form or medium that is:



- a) Disclosed or communicated by the Authority or on behalf of the Authority, the Registrar, or a related corporation to the Registrar; or
- b) Created, ascertained, discovered, or derived by any of the parties to this Agreement, whether directly or indirectly, from any such information disclosed or communicated by or on behalf of the Authority, the Registrar, or a related corporation to the Registrar, including, without limitation:
 - i) The terms of this Agreement and any information arising from or relating to the commercial or financial activities, arrangements or position of the Authority, or the Registrar, or any of the dealings, transactions, or affairs of the business of the Authority or the Registrar; and
 - ii) Any other information the parties consider confidential and proprietary.
- c) It does not include information already in the public domain unless such information arrived there by unauthorised or unlawful means.

“Core Registrant Information”

means:

- a) The Registrant’s legal name;
- b) The Registrant’s physical address;
- c) The Registrant’s telephone number;
- d) The Registrants e-mail address;
- e) The Domain Name;
- f) The name servers the Domain Name is to be delegated to; and
- g) The Term of registration of the Domain Name;

Providing “proxy”, “agent” or other data that in any way obfuscates contact information, requires the registry to work through the Registrar or other agent as an intermediary, or makes it difficult for the registry to contact the registrant, or prevents registrants from directly retrieving “auth codes” is strictly prohibited - and considered a material breach of this Registrar Agreement.

Registrars may supplement “Core Registrant Information” with additional “Registrant WHOIS Information” for values b – f above.

Where the registrant has explicitly directed the Registrar to display “Registrant WHOIS Information” to entities that query the WHOIS Server, those making the query will be provided information advising that the address information is that of an agent and given advice on how to order a full Historical Abstract containing all available information - including the Core Registrant Information.

“Domain Name Application”

means an application by a Registrant for a Domain Name Licence or the renewal of an existing Domain Name Licence.

“Domain Name Licence”

means the licence to use a Domain Name for a specified period as evidenced by a certificate issued by the Registrar to a Registrant and in accordance with the domain life cycle;

“Dot BW (.bw) Registry Privacy Principles”

means the Privacy Policy posted online at <http://www.nic.net.bw/legal-policies>;

“Effective Control”

means in relation to a body corporate, the ability of any person to exercise control (which includes the ability to remove or appoint all or most of the directors of the body corporate) over the body corporate by virtue of holding of voting shares in that body corporate or by any other means;

"Event of Force Majeure"

means an event or circumstance beyond control of the party as further described in Section 12.1;

“IANA”

means the Internet Assigned Numbers Authority, which is the global coordinator of the DNS Root, internet protocol assignments, IP addressing and AS number spaces;

“ICANN”

means the Internet Corporation for Assigned Names and Numbers, a California based non-profit corporation, which oversees the IANA and has been designated by the United States government to serve as the global consensus entity to which the United States government has transferred responsibility for the four key functions of the Internet:

- a) The management of the domain name system;
- b) The allocation of Internet Protocol (“IP”) address space;
- c) The assignment of protocol parameters; and
- d) The management of the root server system.

“Insolvency Event”

means the happening of any of the following events:



- a) A party, being an individual, commits an act of bankruptcy; or
- b) An order is made, or an application is made to a court for an order that the Authority or the Registrar be wound up; or
- c) An application is made to a court for an order appointing a liquidator or provisional liquidator in respect of the Authority or the Registrar; or
- d) A receiver, receiver and manager, administrator, controller, liquidator, or provisional liquidator is appointed in respect of the Authority or the Registrar; or the Authority or the Registrar becomes insolvent; or
- e) The Authority or the Registrar enters or resolves to enter a scheme of arrangement, deed of company arrangement, compromise, or composition with or assignment of any of its property for the benefit of all or any class of its creditors, or it proposes a re-organisation, moratorium or other administration involving any of them; or
- f) The holder of an encumbrance or charge takes any step towards taking possession or takes possession of any assets of a party or exercises any power of sale; or
- g) A party ceases to carry on business.

“Internet”

means the large network made up of several smaller networks connecting computers for the purpose of transmitting, communicating, or providing information and messages electronically

“OWASP Top 10”

means a standard awareness document for developers and web application security;



"Parties"

means the parties to this Agreement and "party" means any one of the parties;

"Payment Gateway"

means an on-line payment processing, revenue billing and collection system that is utilised by the Registrar to make payment for Domain Names;

"Published Policies"

means applicable specifications and policies published at or accessible via <http://www.nic.net.bw/legal-policies>;

"Registrant"

means a holder of a Domain Name Licence.

"Registrant Agreement"

means the collateral agreement to be entered into on renewal or registration between a Registrant and the Top Level Domain (TLD) Manager in relation to a Domain Name, in the form annexed in Schedule Two to this Agreement as amended and modified by the Sponsoring Organisation (the Authority) and notified from time to time.

"Registrar"

means an entity accredited by the Authority to offer domain name registration services to Registrants and described in Paragraph 3 of Schedule One.

"Registrar Fee"

means the registry fee payable by the Registrar to the .bw Registry Operator as set out in Schedule One;

“Registrar Services”

means the provision of the services by the Registrar as set out in this Agreement in respect of the TLD, including without limitation the following services:

- a) To process and apply to the Registry to register a Domain Name on behalf of a Registrant;
- b) Billing and collecting revenue in relation to services provided with respect to Domain Names;
- c) Sending necessary Domain Name System (“**DNS**”) and Registration Information to the Registry for entry into the applicable TLD database;
- d) To provide all associated services to such Registrants, including services relating to the maintenance, transfer, modification, renewal and cancellation of a Domain Name or Domain Name Licence.

“Registrar Software”

means software, which makes it possible for the Registrar to register Domain Names, specifically that set of programming statements or instructions, which coordinates and communicates the Registrar’s registration services with the applicable .bw TLD database.

“Registrar Website”

means the website maintained by the Registrar for the purpose of providing TLD Domain Name registrations to potential Registrants pursuant to this Agreement.

“Registration Fees”

means those fees paid by a Registrant for registration or renewal of a Domain Name.

“Registry API”

means the API controlled by the Authority and (sub)licensed to Registrars pursuant to this Agreement, which Registry API is provided to register Domain Names and make changes to Registration Information and the Registry Database.

“Registry Data”

means all data maintained by the Registry Operator in electronic form in the TLD database, including Zone File Data, and Registration Information, and all other data required by the Registry Operator and subsequently submitted by accredited Registrars, which data is required to properly delegate and generate zone files for a particular TLD and maintain a WHOIS service for the TLD.

“Registry Operator”

means that particular entity which maintains the applicable TLD database and specifically which receives DNS information and Registrant information from domain name Registrars, inserts that information into a centralised database (“the **Registry Database**”). It also propagates the information in Zone File Data on the Internet such that Internet users around the world can access Internet domain names in the Registry database via the DNS and specifically through such applications such as the world wide web and electronic mail.

“Registry Technology”

means the Registry system, API, any account and/or websites provided by the Authority and/or a Registry Operator through which the Registrar and/or Registrants may use and/or configure services obtained from the Authority and/or the Registry Operator, and Source Tracking Identifiers;

“Reseller”

means a Juristic Person appointed by the Registrar to sell domain name services and provide customer services to Registrants, which domain name services are provided by the Registrar;

“Reseller Licence”

means any contract, arrangement or understanding between the Registrar and a Reseller in relation to the Reseller selling the services of the Registrar to Registrants.

“Source Tracking Identifiers”

means the identifier created by the Authority that will facilitate the tracking by the Registrar and the Authority and/or a Registry Operator of all registrations through the shared registry interface;

“Term”

means the period of this Agreement specified in Paragraph 4 of Schedule One;

“TLD”

means a Top-Level Domain name (and subordinate domains) ending in the two-letter suffix representing the .bw Country Code Top-Level Domain;

“URL”

means a Uniform Resource Locator defining the address of a website on the Internet.

“WHOIS Service”



means the protocol used to provide a public information service in relation to data in a registry.

“Zone File Data”

means a file or data that contains the mapping between each domain name in the ccTLD registry and the Internet addresses of computers that can resolve sub-domains of the domain name to Internet Protocol addresses.



ABBREVIATION OF TERMS

API	Application Programming Interface
BOCRA	Botswana Communications Regulatory Authority,
CAT	Central African Time
ccTLD	Country Code Top-Level Domain
CRA Act	Communication Regulatory Authority Act
IANA	Internet Assigned Numbers Authority,
ICANN	Internet Corporation for Assigned Names and Numbers
IP	Internet Protocol
OWASP	Open Web Application Security Project
TLD	Top-Level Domain
URL	Uniform Resource Locater



1. CONSTRUCTION

- 1.1. In this Agreement unless the contrary intention appears, or the context otherwise requires:
 - 1.1.1. Words importing:
 - 1.1.1.1. The singular includes the plural and vice versa; and
 - 1.1.1.2. Any gender includes all genders.
- 1.2. An agreement, representation, warranty, or obligation in favour of two or more persons for the benefit of them jointly and severally.
- 1.3. An agreement, representation, warranty, or obligation on the part of two or more persons will bind each of them severally, only to the extent of their obligations individually pursuant to this Agreement.
- 1.4. If a word or phrase is given a particular meaning, then cognate words and phrases have corresponding meanings.
- 1.5. Unless otherwise agreed, all prices, sums of money and payments referred to in this Agreement will be in Botswana Pula.
- 1.6. If time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.
- 1.7. If an act prescribed under this Agreement to be done by a party on or by a given day is done after 5.00 p.m. CAT on that day, it is to be taken to be done on the following day. A reference to:
 - 1.7.1. A person includes a firm, body corporate, an unincorporated association or an authority and includes a reference to the person's executives, administrators, successors, substitutes

(including but not limited to persons taking by novation) and permitted assigns;

- 1.7.2. A statute, ordinance, code, or other law includes regulations and other statutory instruments 1 under it and consolidations, amendments, re-enactments, or replacements of any of them made by any legislative authority;
- 1.7.3. This Agreement or any other instrument includes any variation or replacement of either of them notwithstanding any change in the identity of the parties;
- 1.7.4. A recital, Paragraph, schedule, annexure, or appendix is a reference to a recital or Paragraph of or schedule, annexure or appendix to this Agreement and references to this Agreement include any recital, schedule, annexure, or appendix;
- 1.7.5. Writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes telex and facsimile transmission;
- 1.7.6. Time means local time in Botswana, Central African Time;
- 1.7.7. A day is to be interpreted as the period commencing at midnight and ending 24 hours later;
- 1.7.8. Anything (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one-off them;
- 1.7.9. A month and cognate terms mean a period commencing on any day of a calendar month and ending on the corresponding day in the next calendar month but if a corresponding day does not occur in the next calendar month the period will end on the last day of that next calendar month;
- 1.7.10. A right includes a remedy, authority, or power;
- 1.7.11. A person, body or authority which has ceased to exist or has been reconstituted, amalgamated, reconstructed, or merged or the functions of which have become exercisable by any other

person, body or authority in its place will be taken to refer to the person, body or authority established or constituted in its place or by which its functions have become exercisable.

2. HEADINGS

- 2.1. Headings, marginal notes, and the index are inserted for convenience and will be ignored in constructing this Agreement.

3. TERMS OF AGREEMENT

- 3.1. This Agreement shall come into effect on the Commencement Date and continues for the Term or until it is earlier terminated.
- 3.2. This Agreement will be automatically renewed after the end of the initial Term of 3 years, under the same terms and conditions as this Agreement until and unless, during a renewal Term, either party provides written notice of termination of the Agreement to the other party.

4. REGISTRAR AND THE AUTHORITY OBLIGATIONS

- 4.1. The Authority and the Registry Operator(s) disclaim all liability for operation of, and content or materials posted or appearing on, the Registrar Website.

4.2. THE AUTHORITY OBLIGATIONS:

- 4.2.1. The Authority hereby grants to the Registrar the non-exclusive right to act in the capacity as Registrar for the ccTLD Zones specified in Schedule One, (which may be subsequently modified by mutual agreement) with the ability to offer Registrar Services to Registrants and specifically to cause registration for

Registrants of Domain Names that are not already registered or otherwise restricted by the .bw Registry's policies.

- 4.3. The Registrar acknowledges and agrees that there is no limit on the number of Registrars, which the Authority may accredit or appoint, and that the Authority has entered into this Agreement in reliance upon the representations and warranties contained in this Agreement.
- 4.4. The Authority grants to the Registrar a non-exclusive, non-transferable, royalty-free licence to use the Registry Technology during the term of this Agreement as follows:
 - 4.4.1. The licence is granted solely for the purpose of causing registration of Domain Names in the ccTLD Zones and updates thereto through the shared registry system, except for the rights expressly granted in this paragraph 3.13, the Authority retains all rights in the Registry Technology;
 - 4.4.2. Registrar agrees that it shall not directly or indirectly reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from the Registry Technology;
 - 4.4.3. Registrar agrees that it shall not branch or otherwise prepare derivatives of the Registry API;
 - 4.4.4. Registrar agrees that it shall not use the Registry Technology to communicate with, access, or control system(s) other than those designated by the Authority and that Registrar shall use the Registry Technology only to communicate with, access, or control the system(s) designated by the Authority;
 - 4.4.5. Registrar agrees that it shall not intentionally or negligently abuse the Registry Technology; and



- 4.4.6. The Authority retains all right, title, and interest in and to Registry API and associated software programs. The licence is terminable and shall expire at the will of the Authority immediately upon the termination of this Agreement.
- 4.4.7. The Authority's infringement indemnification of Registrar in relation to the Registry Technology. The Authority will defend and indemnify Registrar against a claim that the Registry Technology infringes a copyright, a patent, or other intellectual property right, provided that:
- 4.4.7.1. The Authority has sole control of the defence and all related settlement negotiations; and
- 4.4.7.2. If the Registry Technology is held or believed by the Authority to infringe, the Authority shall Have the option, at its expense, to:
- 4.4.7.2.1. modify the Registry Technology to be non-infringing;
or
- 4.4.7.2.2. Obtain a license to continue using the Registry Technology.
- 4.4.8. If it is not commercially reasonable to perform either of the below options, then the Authority may terminate the license with respect to the infringing Registry Technology and refund as cash that portion of payments by Registrar to the Authority or an applicable Registry Operator in the preceding twelve (12) months for the services which can reasonably be allocated to such Registry Technology, subject to the overall limitation on the Authority's liability found in this Agreement.

- 4.4.9. This section states the Authority's entire liability and Registrar's exclusive remedy for infringement by the Registry Technology.
- 4.4.10. The Authority shall have no liability for any claim of infringement based on any of the following and for all such claims, the Registrar agrees to indemnify and defend the Authority from and against all damages, costs, and expenses, including reasonable attorneys' fees:
- 4.4.10.1. Registrar's use of a superseded or altered release of the Registry Technology if the infringement would have been avoided using a current unaltered release of the Registry Technology; or
 - 4.4.10.2. Combination of the Registry Technology with a non-BOCRA product, program, or data; or
 - 4.4.10.3. Adaptation or modification of the Registry Technology by Registrar or by the Authority at Registrar's direction pursuant to a written agreement.

4.5. **REGISTRAR OBLIGATIONS**

- 4.5.1. The Registrar represents and warrants to the Authority:
- 4.5.1.1. On the Commencement Date, that it meets the Accreditation Criteria; and
 - 4.5.1.2. As a continuing warranty during the Term, that it continues to meet the Accreditation Criteria;
 - 4.5.1.3. As a continuing warranty during the Term, that it continues to meet and comply with the Authority Registrar Code of Conduct as amended from time to time;
 - 4.5.1.4. That all written information and reports which it has furnished or will furnish to the Authority in connection with this Agreement:

- 4.5.2. Are true, accurate and not misleading in any material aspects, whether by way of omission or otherwise; and
- 4.5.3. Where appropriate, contain forecasts and opinions all of which were made or formed after due and careful consideration on the part of its relevant officers based on the best information available to it and are fair and reasonable.
- 4.5.4. The Registrar must promptly notify the Authority if the Registrar becomes aware at any time:
 - 4.5.4.1. That it does not meet any of the Accreditation Criteria; or
 - 4.5.4.2. Any circumstance, fact or thing that affects its ability to continue to meet the Accreditation Criteria; and
 - 4.5.4.3. That its entity name, physical address and/or contact details have changed.
- 4.5.5. The Registrar will advertise the availability of registration services in the ccTLD Zones, including but not limited to informing Internet users of the availability of the ccTLD Zones via the Registrar Site.
- 4.6. The Registrar is responsible for the development, operation, and maintenance of the Registrar Website for registration of Domain Names in the ccTLD Zones and for provision of the Registrar Services and is responsible for all materials and content appearing on the Registrar Website. The Registrar's responsibilities include but are not limited to the following:
 - 4.6.1. The technical operation of the Registrar Website and all related equipment;
 - 4.6.1.1. The accuracy and propriety of all materials or content posted on the Registrar Website; and



- 4.6.1.2. Ensuring that all content and materials posted on or appearing on the Registrar Website do not violate or infringe upon the rights of any third party and are not libellous or otherwise illegal.
- 4.6.2. Registrar Websites and content or materials accessed from, accessed by means of, or contained or displayed thereon shall not:
 - 4.6.2.1. Contain, promote, or link to sexually explicit, violent, defamatory, infringing, or illegal material;
 - 4.6.2.2. Contain unlawful material, including material that may violate the intellectual property rights of a third party;
 - 4.6.2.3. Contain material that promotes discrimination based on gender, religion, race, age sexual orientation, national origin or mental or physical disability; and
 - 4.6.2.4. Contain misleading, inaccurate, or fraudulent material, or omit statements that would cause confusion or deceive consumers or potential registrants if omitted.
- 4.6.3. The Registrar acknowledges and agrees that it must not assign or transfer the Registrar Services or the Registrar's rights under this Agreement without the prior written consent of the Authority; provided, however, that such consent is hereby provided if a transfer is:
 - 4.6.4. To a parent or subsidiary corporation of the Registrar,
 - 4.6.5. Part of a corporate re-organization which does not change the Effective Control of Registrar, or

- 4.6.6. To an entity which acquires substantially all the assets of the Registrar; and
- 4.6.7. Granted by the Authority the transfer and the transferee agrees to assume all rights and obligations of this Agreement without modification.
- 4.7. The Registrar shall provide a link to the Published ccTLD Policies at **<http://www.nic.net.bw/legal-policies>** (“Policy Site”) and shall not maintain any policies which conflict with or attempt to supersede the published policies displayed on the Policy Site.
- 4.8. Each Registrant must clearly acknowledge to the Registry and Registrar that they are bound by Published Policies, and each Registrant must also be made aware at the time of registration or renewal that they are entering into collateral Registrant Agreement with the applicable .bw Registry and must accept that they are bound by that agreement and those Policies.
- 4.9. The Registrar acknowledges that it has read and will, as an integral part of the processing of applications and renewals, make registrants aware of and bind registrants to this policy 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 **<http://www.nic.net.bw>**.

- 4.9.1. The applicable .bw Registry's Registration Agreement (and those policies included by reference) as modified periodically and published via <http://www.nic.net.bw/legal-policies>;
 - 4.9.2. The applicable .bw ccTLD Dispute Resolution Service policies as modified periodically and published via <http://www.nic.net.bw/legal-policies>;
- 4.10. The Registrar shall contract or maintain a technical infrastructure system for the provision of the Registrar Services which includes the following:
- 4.10.1. A constant and high-speed connection to the Internet;
 - 4.10.2. Secure servers to host the Registrar Software and/or provide, keep, and maintain the Registrar Website for provision of the Registrar Services; and
 - 4.10.3. The Registrar may only cause registration of Domain Names in the ccTLD Zones via a website cart interfacing the Registry API and such other means as may be provided by the Authority from time to time and shall not attempt to cause registration of Domain Names through any other source or means.
 - 4.10.4. Implement internationally recognized security best practices such as the OWASP Top 10.
- 4.11. The Registrar shall make reasonable commercial efforts to provide Registrants with Registrar Services by means of the Registrar Website twenty-four (24) hours each day and seven (7) days each week.

- 4.12. The Registrar must utilise the Registry API and the Registry Technology consistently with the requirements for the same set forth by the Authority and the Registry Operator. In that regard, the Registrar will have the burden of reasonable programming and/or requirement procurement to ensure compatibility with the Registrar Software and with the Registrar's transmission requirements relating to the same.
- 4.12.1. Registrar notifies the Authority in writing within 30 days of the claim;
- 4.12.2. Registrar provides the Authority with the assistance, information, and authority necessary to perform the Authority's obligations under this Section, inclusive of its subsections.
- 4.13. The Registrar shall offer technical and administrative support to its Registrants. Upon the Authority's request, the Registrar will provide the Authority with its customer service Policies (e.g., Hours of operation, availability of telephone support, availability of e-mail support, domain name fees, etc.).
- 4.14. The Authority may determine the applicability of Published Policies from time to time with respect to the registration of Domain Names in the TLD Zones. The Registrar will ensure that it complies with such ccTLD published policies and the Registrar Code of Conduct.
- 4.15. Subject to the ccTLD published policies the Registry Operator will be responsible for, and shall have discretion with respect to, implementation of ccTLD policies relating in any way to the ccTLD Zones. At the direction of the Authority the Registry Operator and

Registrar shall carry out and enforce such ccTLD published policies. By way of example, and without limitation, the Registrar must, prior to registering any Domain Name in a TLD Zones, require such Registrant to enter and agree to be bound by the Registrar's standard Service Agreement which shall contain links to the Authority's Published Policies listed in Section 4.11.

5. Revenue, Billing and Policy Applicability:

- 5.1. The Registrar may, determine and set fees to be charged to all Registrants for the registration of Domain Name(s) in the ccTLD Zones (the "**Registration Fee**").
- 5.2. The Registrar shall submit the registration fees to the Authority for Approval.
- 5.3. The Registrar shall strictly comply with the terms of this Agreement and the ccTLD Published Policies posted and provided at its <http://www.nic.net.bw> website or such other Internet site as may be designated by the Authority from time to time. The Registrar must not publish, alter, amend, or display the Authority Registration Agreement or ccTLD Published Policies on the Registrars Website or materials, but must provide Registrants with links to the relevant ccTLD Published Policies page at a URL designated by the Authority. Breach of this section will be deemed a material breach of this agreement.
- 5.4. Registrants who register a Domain Name through the Registrar are deemed to be entering into an agreement with the applicable Sponsoring Organisation. Accordingly, all the .bw Registry's Published Policies, and operating procedures concerning

Registrants' Domain Name Applications, and Registrar Services, apply to those Registrants. The Registration Agreement and the Authority Published Policies may be modified, supplemented, or amended from time to time by the Authority as specified in the Policy Development Framework.

6. Disclosure of Information

- 6.1. The Registrar must always provide true, accurate and current contact information in all Registrar Websites and materials so that Registrants or potential Registrants are able to contact the Registrar regarding its services.
- 6.2. The Registrar must always comply with all laws concerning consumer protection, Data Protection Act, fair trading, taxation and sales over the Internet, and any other applicable laws.
- 6.3. The Registrar must not engage in communications or activity, which may involve deceptive marketing practices such as the fraudulent offering of products, or services. Registrar agrees to review and follow the "Operational Rules" published by the Authority and/or the Registry Operator, a copy of which may be currently found at <http://www.nic.net.bw/legal-policies>, which Operational Rules and Recommendations may be updated from time to time upon the giving to the Registrar sixty (60) days advance prior written notice of any changes or updates.
- 6.4. The Authority will use its best efforts to process all domain name registration requests and renewals submitted by Registrar and register the requested domain name in the ccTLD registry within three (3) business days after receipt of the request.

- 6.5. The Authority shall provide customer service support in accordance with **Schedule Three (3)**.
- 6.6. The Authority agrees to cooperate with Registrar in administering all system tests of the Registry API and Technology deemed reasonably necessary by the Registrar. During the Term of this Agreement, the Authority agrees to provide Registrar with reasonable telephone support to address issues arising in connection with Registrar's use of the API and the Registry Technology.
- 6.7. The Authority agrees to make best commercial efforts to maintain performance of its registry system in accordance with the service levels described in **Schedule Three (3)**.

7. REGISTRY FEE AND PERFORMANCE

- 7.1. The Registrar will pay the Registration Fee to the Registry Operator for each new registration of Domain Name inserted into the ccTLD register and/or each subsequent renewal made by the Registrar after the Commencement Date, to be paid in accordance with the Registry Operator – Registrar Agreement for the ccTLD.
- 7.2. In the event a collateral Registry Operator – Registrar Agreement is not in place, the fees required to facilitate registration or renewal will be set by the Authority in consultation with the Stakeholders. In that regard, the Registry Operator is a third-party beneficiary of this Agreement. Accordingly, the Authority, the Registry, or both the Authority and the Registry, may bring an action against the Registrar in the event of a breach of this **Paragraph 71**. Please refer to the "Fee Schedule".

8. INTELLECTUAL PROPERTY RIGHTS; CONTACTING REGISTRANTS

- 8.1. The Registrar hereby agrees to provide the Core Registration Information, (as defined above) to the Registry Operator to effect or maintain the registration of a Domain Name and comply with relevant policy.
- 8.2. Registrar acknowledges and agrees that the Authority or the Registry Operator may contact a Registrant directly when a response to a communication or query is required from the Registrant to ensure compliance with policy.
- 8.3. The Registration information submitted by the Registrar to the Registry Operator shall be accurate and comply with the definitions of Core Registrant information above.
- 8.4. The Registry Operator will make their reasonable commercial efforts (consistent with the .bw Registry Privacy Policy) to implement technology in the provision of the public WHOIS Services to protect personal information from display and minimise the risks associated with automated harvesting of personal information from the WHOIS database.
- 8.5. Registrar agrees and acknowledges that the Authority and/or any Registry Operator shall own all database, compilation, collective and similar rights, title, and interests worldwide in any database(s) containing Registration Information and all information and derivative works generated from the database(s). the Authority

and/or any Registry Operator shall not have any ownership interest in a single Registrant's specific Registration Information outside of the Authority's and/or any Registry Operator's rights in such database(s).

8.6. Upon expiration or termination of this Agreement for any reason the Registrar must at its expense:

8.6.1. Do all things, execute all documents, and provide the Authority with all assistance and information (excluding subject to the terms of this Agreement proprietary information or Confidential Information belonging to the Registrar) which the Authority reasonably considers necessary or desirable to enable the Registrar Services provided by the Registrar to be provided by another person or entity in a manner which ensures orderly transition and continuity of provision of the Registrar Services;

8.6.2. If requested by the Authority, take all steps necessary to assign or novate to the Authority or its nominee those agreements to which the Registrar is a party which are reasonably necessary to enable the Authority to provide the Registrar Services which were provided by the Registrar pursuant to this Agreement (including without limitation software licence agreements and maintenance agreements);

8.6.3. Deliver to the Authority (and not retain any copies of);

8.6.3.1. Confidential Information of the Authority;

8.6.3.2. Registration Information; sufficient to contact the registrant; and

8.6.3.3. Other property of the Authority (including but not limited to documents, records, registers, files, security packets, stationary, cheques and agreements) relating to its activities

and the provision of the Registrar Services pursuant to this Agreement.

9. WARRANTIES AND INDEMNITY

9.1. The Authority represents warrants and guarantees that:

- 9.1.1. It is authorised to grant accreditation rights in respect to the ccTLD noted in this Agreement;
- 9.1.2. Does not have any reason to believe that its authorisation may be revoked, rescinded, altered, modified, or otherwise re-delegated;
- 9.1.3. It has the full and unrestricted right to enter into this Agreement and to grant the rights to the Registrar pursuant to this Agreement, and that there are no other Agreements with any third party in conflict with the provisions of this Agreement; and
- 9.1.4. The Authority's license to the Registrar to use the Registry Technology does not infringe upon the rights of any third party, subject to the remedy and limitation of liability provided in section 3.13.

9.2. The Registrar represents warrants and guarantees that:

- 9.2.1. It has the technical ability and infrastructure to act as Registrar pursuant to this Agreement;
- 9.2.2. It will strictly comply with the requirements of Paragraph 4 hereof; and
- 9.2.3. It has the full and unrestricted right to enter into this Agreement, and there are no other agreements with any third party which conflict with its obligations under this Agreement.

9.3. Except as set forth to the contrary in section 4.14, each party will defend, indemnify and hold the other party (which, in the case of the

Authority, includes the Registry Operator(s)) harmless from and against any and all liabilities, losses, damages, costs and expenses (including reasonable legal fees and expenses) associated with any claim or action brought against the indemnified party by a third party arising out of any breach or alleged breach of any of the representations and warranties of the indemnifying party contained herein, or the indemnifying party's intentional, unlawful, or reckless acts or omissions.

- 9.4. The indemnified party shall notify the indemnifying party promptly of any such claim it learns of in writing, provided, however, that the failure to give such notice shall not relieve the indemnifying party of its obligations hereunder except to the extent that the indemnifying party was actually and prejudiced by such failure. The indemnifying party will have the sole right to conduct the defence of any such claim or action and all negotiations for its settlement or compromise unless otherwise agreed to in writing by the parties. However, if the indemnifying party, after receiving notice of any such claim, fails immediately to begin the defence of such claim or action, the indemnified party may (with notice to the indemnifying party) retain counsel and undertake the defence, compromise, or settlement of such claim or action at the expense of the indemnifying party.

10. CONFIDENTIAL INFORMATION

- 10.1. The Registrar and the Authority, will not, from the date of signing this Agreement, during the term of this Agreement or at any time thereafter, directly or indirectly disclose to any person, firm or corporation or any other person any Confidential Information, trade secrets, secret formula, processes or instructions which has been given or disclosed to either party, and both parties will regard at all

times, will guard Confidential Information as a trade secret and will use the same only in connection with the duties rendered under this Agreement.

10.2. The contractual relationship between the Authority and the Registrar is founded on trust. Any breach of this trust by the Registrar such as the unauthorised disclosure to a third party of Confidential Information about the Business even after termination of this Agreement, will render the Registrar liable to disciplinary action, and/or civil proceedings to restrain the Registrar from disclosing the Confidential Information to a third party or making personal use of it without written authority from a senior manager of the Authority or for damages if loss to the Authority results from the unauthorised disclosure.

10.3. On or before the termination of this Agreement, and upon the Registrar's receipt of a written request by the Authority, the Registrar will forthwith within a period of seven (7) business days:

10.3.1. Delete, erase, or otherwise destroy all Confidential Information and other property or materials belonging to the Authority contained in computer memory, magnetic, optical, laser, electronic or other media in their possession or control which is not capable of delivery to the Authority.

11. LIMITATION OF LIABILITY

11.1. The Registrar acknowledges and agrees that the Authority is not responsible in any way for the use of any Domain Name in the Registry database and that the Authority is not responsible in any way for any conflict or dispute with or any actual or threatened claim

against a Registrar or Registrant, including one relating to a registered or unregistered trade mark, a corporate, business or other trade name, rights relating to a name or other identifying indicia or of an individual or other intellectual property rights of a third party, or relating to the defamation or unlawful discrimination with respect to any other person.

- 11.2. Except for those claims addressed by the indemnification provisions found in **Section 7**, and to the fullest extent permitted by law, the Authority and the Registry Operator(s) will not be liable to the Registrar nor shall Registrar be liable to the Authority or the Registry Operator(s) for consequential, indirect or special losses or damages of any kind whatsoever (including without limitation loss of profit, loss or corruption of data, business interruption or indirect costs) suffered by such party as a result of any act or omission whatsoever of the other party and the other parties' employees, agents or sub-contractors or because of any service or system failure, Domain Name system failure, registry system failure, root server failure, Internet protocol address failure, access delays or interruptions, data non-delivery or miss-delivery, unauthorised use of passwords, unauthorised use of registration services arising from "hacking" or otherwise, or breach of security, even if the other party has been advised of the potential for such damages and even if the other party may foresee such potential damages.
- 11.3. Except as expressly provided herein otherwise, the Authority's, Registry Operators' and Registrar's liability will be limited to the aggrieved party's direct damages which are the proximate result of a wilful or negligent act or omission. The parties agree that Registrar's direct damages shall be limited to the fees paid by

Registrar to the Authority or a Registry Operator in relation to the specific services, which gave rise to the claim.

11.4. All conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law. If the Authority breaches any term, condition or warranty implied in favour of the Registrar by any other applicable law which, then to the extent permitted by the applicable law, the liability of the Authority for any such breach will be limited, at the option of the Authority, to:

11.4.1. In the case of goods - replacing, repairing, or paying the cost of replacing or repairing the goods; or

11.4.2. In the case of services - supplying the services again or paying the cost of having the services supplied again.

12. TERMINATION

12.1. This Agreement will commence on the Commencement Date for the Term and will continue until the end of the Term unless terminated by the Authority or the Registrar upon thirty (30) day's written notice and in accordance with the provisions of this Agreement.

12.2. The Registrar acknowledges and agrees that if the Registrar has any outstanding fees owing to the Authority for more than thirty (30) days after the Authority has notified Registrar of the overdue fees, the Authority may in its sole discretion terminate the Registrar Agreement.

- 12.3. This Agreement will come to an end when either party provides written notice of termination of the Agreement to the other party, thirty (30) days or more prior to the commencement date, and on the giving of such notice this Agreement will terminate at midnight Central African Time, on the day.
- 12.4. The Authority will have the right to terminate this Agreement immediately by notice in writing to the Registrar upon the happening of any of the following events:
- 12.4.1. The Registrar fails to perform and observe any material term of this Agreement on its part to be performed or observed, and:
- 12.4.1.1. The Registrar fails to remedy the same; or
- 12.4.1.2. In the case of a breach incapable of remedy, fails to tender reasonable compensation for the breach, within seven (7) business days of service on the Registrar of a notice containing full particulars of such failure to perform and observe and specifying that this Agreement can be terminated if it is not complied within that time.
- 12.4.2. If any of the representations or warranties provided by the Registrar proves to be inaccurate or untrue in any material respect.
- 12.4.3. Where the Registrar habitually or regularly commits breaches of this Agreement or commits several breaches, which collectively constitute a material breach, whether they are remedied.

12.4.4. If IANA, ICANN, or any other relevant authority requests an action or omission by the Authority, which could reasonably be achieved through termination of this Agreement.

12.4.5. Where the Registrar ceases to be authorised to provide TLD Domain Name registrations or fails to meet the Accreditation Criteria at any time.

12.4.6. If there is a transfer of rights or obligations in this Agreement by Registrar in violation of **Section 3**.

12.4.7. If an Insolvency Event occurs in respect of the other party.

12.5. The Registrar will have the right to terminate this Agreement forthwith by notice in writing to the Authority if an Insolvency Event

12.6. occurs in respect of the Authority.

12.7. The Registrar will have the right to terminate this Agreement at its convenience upon sixty (60) days prior written notice to the Authority.

13. RIGHTS ON TERMINATION

13.1. Paragraphs 5, 6, 7, and 8 of this Agreement will continue to operate and be observed and remain enforceable following termination of this Agreement notwithstanding the expiration or termination of this Agreement.

14. FORCE MAJEURE

14.1. Notwithstanding any other provision of this Agreement none of the parties will have the right to terminate this Agreement or any of the

rights granted by this Agreement or to make any claim or demand against any other party in respect of that other party's default or non-performance of any of its agreements or obligations under this Agreement if such default or non-performance is a result of an Event of Force Majeure. In no event shall a Party have any claim or right against the other Party for any failure of performance due to the following: fire, explosion, pandemic or epidemic vandalism, facility-threatening weather conditions, or flood; any law, order regulation, direction, action, or request of the government having or claiming jurisdiction over the Authority; national emergencies; insurrections; riots; wars or terrorism.

15. GOOD FAITH

- 15.1. Each of the parties agrees to act in good faith towards one another and to use its and their best endeavours to comply with the spirit and intention of this Agreement.

16. MODIFICATION OF RIGHTS

- 16.1. Any present or future legislation that operates to vary an obligation or right, power or remedy of a person in connection with this Agreement is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.

17. REMEDIES CUMULATIVE

- 17.1. The rights, powers and remedies provided in this Agreement are cumulative with and not exclusive of the rights, powers and remedies provided by law independently of this Agreement.

18. AUTHORITY

18.1. The parties warrant and represent to each other that each of them has full power and authority to enter and to perform its obligation under this Agreement. The entering into and performance of this Agreement does not and will not on or after the signing of this Agreement contravene any contractual, legal, or other obligations of either of them whatsoever. This Agreement constitutes a legal, valid, and binding obligation on the parties enforceable in accordance with its terms.

19. GOVERNING LAW

19.1. This Agreement will be construed in accordance with and be governed by the laws of Botswana and the parties agree to submit themselves to the jurisdiction of the Courts of Botswana including the High Court of Botswana.

20. NOTICES

20.1. Any notice required or authorised to be given by any party to the other concerning any matter or thing relating to this Agreement will be in writing and may (without prejudice to the use of any other method) be given by being sent by prepaid registered letter addressed to the other party at its address herein appearing in Schedule One or left at the address of any party herein appearing in Schedule One. Any such notice if so posted will be deemed to be given three (3) business days following the date of posting.

21. WAIVER

21.1. No variation, modification, or waiver of any provision of this Agreement nor consent to any departure by any party there from, will

in any event be of any force or effect unless the same will be confirmed in writing, signed by the parties, and then such variation, modification, waiver, or consent will be effective only to the extent to which it may be made or given.

- 21.2. No failure, delay, relaxation, or indulgence on the part of any party in exercising any power or rights conferred upon such party in terms of this Agreement will operate as a waiver of such power or right, nor will any single or partial exercise of any such power or right preclude any other, or future exercise thereof, or the exercise of any other power or right under this Agreement.

22. ENTIRE AGREEMENT

- 22.1. This Agreement embodies the entire agreement between the parties and supersedes any prior agreement or understanding between the parties. There are no agreements, representations, or warranties oral or written between the parties other than those set forth or provided for in this Agreement.

23. COSTS

- 23.1. Each party will bear fees for the preparation and completion of this Agreement and the preparation of all assignments required by this Agreement with reference to the “Fee Schedule”.

24. SEVERANCE

- 24.1. If any provision of this Agreement is deemed invalid or unenforceable in accordance with its terms, all other provisions that are self-sustaining and capable of separate enforcement without

regard to the invalid provisions will be and continue to be valid and enforceable in accordance with their terms.

25. COUNTERPARTS

25.1. This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all counterparts together will be deemed to constitute one and the same instrument.

26. PERFORMANCE BY THIRD PARTIES

26.1. Except as permitted by **Section 3** above, the Registrar will not be entitled to assign their rights or obligations, or to perform any one or more of its obligations or the Services pursuant to this Agreement by appointing a third party to do so on its behalf and in its name, without the prior consent in writing of the Authority, which such consent may not be unreasonably withheld, conditioned, or delayed.

26.2. The Authority is permitted to assign its rights and obligations under this Agreement to a third party, without obtaining the consent of the Registrar.

27. RELATIONSHIP BETWEEN THE PARTIES

27.1. Nothing contained in the Agreement will constitute or create or be deemed or construed to constitute or create any partnership, agency, or trust between the parties and neither party will commit or incur any costs on the part of the other party, nor pledge or attempt to pledge its credit in any way whatsoever.

27.2. For the purposes of this Agreement and all services to be provided pursuant to this Agreement, the Registrar will be and will be deemed to be an independent contractor and not an agent or

employee of the Authority during the time in which it is performing or providing any services for the Authority pursuant to this Agreement. Neither party will have the authority to make any statements, representations, or commitments of any kind on behalf of the other party without the prior written consent of that party.

28. DISPUTES

- 28.1. If there is a dispute between the parties concerning this Agreement, either party may give written notice of the dispute to the other party ("the notice") which will state that it is a notice under this part and will specify the dispute concerned ("the dispute").
- 28.2. If the dispute is not settled by agreement within thirty (30) business days of the service of the notice, the parties agree to refer the dispute to arbitration unless equitable relief is being sought. Each party shall propose one arbitrator. The parties shall select one arbitrator from the proposed two arbitrators. If the parties cannot agree on the arbitrator, then the Communication Regulatory Authority Act Dispute Resolution process shall apply.
- 28.3. An Arbitrator will not be a present or former member, officer, employee, or agent of either party.
- 28.4. The Arbitration will be conducted in accordance with the laws of the Republic of Botswana except that:
 - 28.4.1. The Arbitrators will observe the rules of natural justice and rules of evidence;
 - 28.4.2. A party may be represented by a qualified Legal Practitioner or other representative;

- 28.4.3. The Arbitrators will not have the power conferred by the laws of the Republic of Botswana;
- 28.4.4. The Arbitrators will include in the arbitration award the findings on material questions of law and of fact, including references to the evidence on which the findings of fact were based; and
- 28.4.5. The parties' consent to an appeal to the High Court of Botswana any question of law arising during the Arbitration or out of the arbitration award.



SCHEDULE ONE

1. **Commencement Date:**.....

2. **Accreditation Body:**.....

The Authority

Address:

Telephone:

Fax:.....

Email:.....

Registrar:

Address:.....

Telephone:.....

Fax:.....

Email:.....

3. **Designated TLD Zones:** co.bw, org.bw, net.bw, ac.bw, me.bw, agric.bw, shop.bw

4. **Term:** 3 Years

5. **Fees:** As agreed in the applicable Registry Operator – Registrar Agreement, if no Agreement has been executed



fees may be found on the “Fee Schedule” in this Agreement.

SCHEDULE TWO

REGISTRANT AGREEMENT – MINIMUM MANDATORY PROVISIONS

The application and registration process binds the registrant to the ccTLD Registrant Agreement accessible via <http://www.nic.net.bw/legal-policies>

Applicant for accreditation as Registrar must be incorporated as legal persons under the laws of the Republic of Botswana or the country of operation of the Registrar.

Applicants for accreditation as Registrar must satisfy the Authority that:

The applicant possesses and can demonstrate adequate knowledge of the Domain Name System and ccTLD Policies, Procedures and Guidelines, Registration Policies, and operations sufficient in the Authority's view to provide good service to Registrants and potential Registrants.

The applicant has the capability to electronically interact with Registrants, the Authority, and the Authority's systems in accordance with the applicable policies;

The applicant can provide Registrar Services in accordance with the Registrar Agreement and in compliance with the applicable policies;

The applicant has the capabilities and systems to –

Promptly and effectively address enquiries and respond to requests from its Registrants and potential Registrants;

Promptly and effectively handle projected volumes of Domain Name Registrations;

Receive information from its Registrants and potential Registrants on a secure basis;

Authenticate information provided by its Registrants and potential Registrants;

Promptly and effectively notify Registrants of the need to renew their Domain Name Registrations; and

Process and authenticate requests for modifications to Domain Name Registrations, including renewals and transfers of Domain Name Registrations, changes of Registrar, changes of Registrant, updates to information and other requests; and

Maintain adequate backups of registration information.

Signature Page

EXECUTED as an Agreement.

The Authority

Name:.....

Signature:.....

Date: ___/___/20___

Registrar

Executed for and on behalf of
(Print full name) by its duly authorized officer for that purpose in accordance
with the Constitution of the company in the presence of:

.....

Witness (Signature).....Name (Please Print)

Date: ___/___/20___



SCHEDULE THREE

CUSTOMER SERVICE SUPPORT

ccTLDs are a national resource and the Authority's mandate is to manage .BW in a manner which serves public and industrial interests. The Authority's .bw Registry Customer Service Support team will use its best efforts to give customers support within the stipulated time frames.

Support email: registry@bocra.org.bw
Support Telephone: +267 3957755

Technical Support

The Authority, the .bw Registry, provides Technical Support for Registrars, Registrants, and other end-users.

Registry Technical support is provided on business days – Monday to Friday, 0730hrs to 1700hrs, CAT, via email and phone from its offices in Gaborone, Botswana.

Technical Support covered extends more to the use of the registry systems and services by Registrars, billing, and Account management.

Registration of domain names propagates within three (3) business days of registration.

Renewals submitted by Registrars that may require escalated rights, e.g., domain on "Pending Purge" status, will be processed within three (3) business days after receipt of the request

The Authority assists Registrars with credentials and whitelisting of IP addresses to be used by Registrars who wish to interface with the Registry API (EPP services) within three (3) business days upon receipt of the request.

Support for domain recovery and online abuse

.bw Registry Support team also deals with compliance and legal issues such as dispute resolution, abuse reports and enquiries from law enforcement.

The support team will try its level best to restore/recover domains within three (3) business days. For severe cases such as the rise of natural disasters, cyber-attacks and/or system failure, the domain names are expected to be restored in 3 business days upon report/discovery.



FEE SCHEDULE

All fees associated with the Registry and Accreditation are stipulated in Sections 6 of the Registrar Accreditation Form.

