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CUSTOMER APPLICATION FORM

Activation Date

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Name

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Surname

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Company Name

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Tel (Work)

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(Cell #

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Postal Address

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Physical Address

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Required

E-mail Address

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ANNUAL SUBSCRIPTION PACKAGES

1_User_POP3 Mailbox

DNS Registration

Website Hosting

Domain Hosting

Domain Name _____

Note: Please fill in the Swaziland ISP Association domain form to register the domain name & submit it with this application form.

All payments must be made upon issue of invoice.

Customer Name _____ Signature _____

Posix Swaziland| Nedbank Matsapha| Account No: 0300 0000 8091| Branch No: 360364

Please use your invoice number for reference.

Domain Registration

1. DOMAIN NAME and ACTION

1a. Complete domain name : _____

1b. Action - [N/U/D] : _____

2. ORGANISATION NAME

2a. Organisation name : _____

2b. Postal address : _____

2c. Street address : _____

3. ACTIVATION DATE

3. Date : _____

4. ADMINISTRATIVE CONTACT

4a. Name (last, first) : _____

4b. Title/position : _____

4c. Organisation : _____

4d. Postal Address : _____

4e. Phone Number : _____

4f. Fax Number : _____

4g. Email address : _____

5. DESCRIPTION OF ORGANISATION

5a. :

5b. :

5c. :

5d. :

5e. :

5f. :

6. DOMICILIUM CITANDI ET EXECUTANDI

6a. :

6b. :

6c. :

7. CONDITIONS OF ANNEXURE "A"

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

Signed at

this day of 20....

Signature.....

Name (block capitals)

ANNEXURE "A"

DNS REGISTRATION TERMS AND CONDITIONS

The Swaziland ISP Association ("SISPA") is responsible for assigning domain names in the .SZ namespace of the Internet. These terms and conditions apply to the use and registration of domain names in the .SZ namespace of the Internet, including all subdomains of .SZ that are administered by SISPA. ("Domain Name(s)").

1. SISPA is responsible for the registration of domain names in the .SZ namespace of the Internet. SISPA registers these Domain Names on a "first come, first served" basis. SISPA has neither the resources nor the legal obligation to screen requested Domain Names to determine if the use of a Domain Name by any applicant (hereafter referred to as "Applicant") may infringe upon the right(s) of a third party. Consequently, as an express condition and material inducement of the grant of Applicant's request to register a Domain Name, Applicant represents, warrants and agrees as follows...
 - a. Applicant's statements in the application are true and applicant has the right to use the Domain Name as requested in the Application;
 - b. Applicant has a bona fide intention to use the Domain Name on a regular basis on the Internet;
 - c. The use or registration of the Domain Name by Applicant does not interfere with nor infringe the right of any third party in any jurisdiction with respect to trademark, service mark, tradename, company name, copyright nor any other intellectual property right;
 - d. Applicant is not seeking to use the Domain Name for any unlawful purpose, including, without limitation, delictual interference with contract or prospective business advantage, unfair competition, pornography, injuring the reputation of another, nor for the purpose of confusing or misleading a person, whether natural or incorporated.
2. Applicant acknowledges and agrees that these conditions prevailing on the registration and use of Domain Names may change from time to time and that, upon thirty (30) days posting on the Internet at <http://www.sispa.org.sz/Domreg/dnsterms.html>, SISPA may modify or amend such terms.
3. At the time of the initial submission of the Domain Name request, the Applicant is required to have operational name service from at least two operational Internet servers for that domain name. Each server must be fully connected to the Internet and capable of receiving queries under that Domain Name and responding thereto. In the event that Applicant does not make regular use of its assigned Domain Name for a period of 90 days or more, Applicant agrees that Applicant shall, upon request of SISPA, relinquish that Domain Name to SISPA, making that Domain Name available for registration and use by another party.
4. Applicant is responsible for its selection of the Domain Name. Consequently, Applicant shall defend, indemnify and hold harmless SISPA, its officers, employees and agents, for any loss, damage, expense or liability resulting from any claim, action or demand arising out of or related to the use or registration of the Domain Name, including reasonable attorneys fees. Such claims shall include, without limitation, those based upon tradename infringement, copyright infringement, dilution, delictual interference with contract or prospective business advantage, unfair competition, defamation or injury to business reputation. SISPA agrees to give Applicant written notice of any such claim, action or demand within a reasonable time. Applicant agrees that SISPA shall be defended by attorneys of SISPA's choice at Applicant's expense, and that Applicant shall advance the costs of such litigation, in a reasonable fashion, from time to time. The failure to abide by this provision shall be considered a material breach of this Agreement and permit SISPA immediately to withdraw the use and registration of Domain Name from Applicant.

5. Applicant agrees that SISPA shall have the right to withdraw a Domain Name from use and registration on the Internet upon thirty (30) days prior written notice (or earlier if ordered by the court) should SISPA receive an order by any competent court having jurisdiction that the Domain Name in dispute rightfully belongs to a third party or infringes a third party's rights.
6.
 - a. In the event that the Applicant breaches any of its obligations under these terms, SISPA may request that Applicant relinquish the Domain Name by way of a written notice describing the alleged breach. If Applicant fails to provide evidence that it has not breached its obligations which is reasonably satisfactory to SISPA within thirty (30) days of the date of receipt of such notice, then SISPA may terminate Applicant's use and registration of the Domain Name.
 - b. Applicant acknowledges and agrees that SISPA cannot act as an arbiter of disputes arising out of the registration and use of Domain Names. At the same time, Applicant acknowledges that SISPA may be presented with evidence that a Domain Name registered by Applicant violates the rights of a third party. In such instance SISPA shall be allowed to provide a complainant with Applicant's name and address and all further communication will exclude SISPA and SISPA will have no further obligations to the Applicant.
 - c. In such instance Applicant shall be entitled to continue using the Domain Name registered for Applicant by SISPA until a court as described in 5 directs otherwise.
7. SISPA WILL NOT BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, DELICT, OR OTHERWISE, EVEN IF SISPA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
8. The Applicant consents to the jurisdiction of any competent Swaziland Magistrate's court for the adjudication of any legal dispute between SISPA and the Applicant and these terms and conditions will be construed and interpreted in accordance with the law of the Kingdom of eSwatini.
9. The Applicant acknowledges that the terms and conditions hereof may not be varied or cancelled except in writing and signed by SISPA and the Applicant, or as provided in paragraph 2 above.
10. In the event that any of the terms of this Annexure are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.