



Internet Solutions Limited

Where Knowledge meets Know-how



## 1&1 Internet Solutions

**Provides international communications solutions  
that link business and the world.**

**We seamlessly deliver and manage customers'  
mission-critical communications  
with end-to-end solutions, integrated technologies  
and flexible service options**



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Dear Sir or Madam,

## RE: Company Profile

May I take this opportunity to introduce our company One and One Internet Solutions (in this case referred to as 1&1). 1&1 provides Internet solutions that link business to the world mainly concentrating on Web designing, web hosting and domain registration. It prides itself by providing Internet solutions that are competitive to the market and also by maintaining the Corporate Image of an organisation.

1&1 is wholly black owned company that is registered as a Limited Company. It was founded in 1998 operating under the name SiM. In July 2005 it adopted a new name, One and One. One and One Internet Solutions preserved and transferred skills from SiM and maintained the same management.

1&1 is the single source for great value easy web solutions. Our products are affordable as a result of flat rates without risks and hidden charges. Our products can be used by anyone without the need for technical knowledge or special qualifications.

1&1's mission is to provide the same quality of service and support to the SoHo (Small office Home office) users, to the SME (Small and Medium sized Enterprise) market and to home users that is usually only afforded to larger organisations.

Our goal is to offer you industry-leading web hosting services and tools, coupled with superior customer support. If our valued customers are not satisfied and do not succeed and grow, SiM cannot expect to succeed and grow either. We understand that our long-term success depends upon great service and strong relationships because a true partnership requires trust, understanding and innovation.

Our starter package is the **business card website**, which includes a 12 month domain registration, 1 years web hosting, 2 Emails and 2 page web design. If you require additional pages then you will have to take out a web hosting service, because the business card package can only cater for 2 web pages. The advantages of having your own web hosting service are outlined at <http://www.internetsolutions.co.tz>



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Ours services include the following:

## DOMAINS



Do more with your own domain

- Only U\$20 per year per domain!
- Send e-mail from your own domain
- Easily create an 8-page website

## WEB DESIGN



Custom made web sites

- Tailor made for your business
- News letters, & Perl Scripts
- Monthly maintenance

## MS HOSTING



Powerful Microsoft hosting

- Microsoft Windows Powered, MS SQL, ASP.NET

## WEB HOSTING



Performance & reliability

- Windows Server, Linux Root Servers, fully Managed Servers
- Reliable, premium hardware

## MAIL



Remote access Microsoft Outlook ®

- Enjoy the benefits of Exchange without the server administration

## eSHOP



Easy, yet sophisticated e-commerce

- Choose from more than 30 design templates
- Easy setup and fully customisable
- Start selling products online



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## References

Tanserve

Website: [www.tanserve.com](http://www.tanserve.com)



Maulu Tours & Safaris

Website: [www.maulu-tours.com](http://www.maulu-tours.com)



Marie Stopes Tanzania

Website: [www.mst.or.tz](http://www.mst.or.tz)



Focus Africa

Website: [www.focusafrica.net](http://www.focusafrica.net)



Timothy Maurice, Sandton

Website: [www.timothymaurice.com](http://www.timothymaurice.com)



Devine Lounge, Rosebank

Website: [www.devinelounge.com](http://www.devinelounge.com)



Endeavour Insurance

Website: [www.endeavourtz.com](http://www.endeavourtz.com)



For a full listing please visit our portfolio online at

[www.internetsolutions.co.tz](http://www.internetsolutions.co.tz)



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1&1 offers various packages to suite different ventures:-

## Web Hosting Packages:

Specially optimised for straightforward, efficient and secure hosting, 1&1's Linux shared hosting packages offer maximum speed and stability at a fantastic price.

1&1 Home	1&1 Business	1&1 Professional
<p>The 1&amp;1 Home Package offers everything you need to create an attractive Internet presence for your family or hobbies.</p> <ul style="list-style-type: none"> <li>1&amp;1 WebsiteBuilder</li> <li><b>NEW</b> 1&amp;1 Photo Gallery</li> <li>1&amp;1 Interactive Tools</li> <li>800 MB web space</li> <li>300 1GB POP3/IMAP accounts</li> <li>10 GB/month bandwidth</li> <li>5 Symantec® Virus Scans included</li> <li>Spam filtering for all accounts</li> <li>1&amp;1 Chat</li> <li>Linux based</li> </ul>	<p>The 1&amp;1 Business Package is a complete hosting solution for business websites.</p> <ul style="list-style-type: none"> <li>1&amp;1 WebsiteBuilder</li> <li><b>NEW</b> 1&amp;1 Photo Gallery</li> <li>1&amp;1 Interactive Tools</li> <li>2.5 GB web space</li> <li>700 1GB POP3/IMAP accounts</li> <li>20 GB/month bandwidth</li> <li>10 Symantec® Virus Scans included</li> <li>Spam filtering for all accounts</li> <li>1&amp;1 Chat</li> <li>300 sub domains</li> <li>1 MySQL database</li> <li>Free CGIs</li> <li>Linux based</li> </ul>	<p>The 1&amp;1 Professional package is the ultimate Linux shared hosting solution, containing everything you need to create a Blue Chip web presence.</p> <ul style="list-style-type: none"> <li><b>NEW</b> 1&amp;1 WebsiteBuilder</li> <li><b>NEW</b> 1&amp;1 Photo Gallery</li> <li>1&amp;1 Interactive Tools</li> <li>10 GB web space</li> <li>3,000 1GB POP3/IMAP accounts</li> <li>80 GB/month bandwidth</li> <li>100 Symantec® Virus Scans included</li> <li>Spam filtering for all accounts</li> <li>1&amp;1 Chat</li> <li>3,000 sub domains</li> <li>10xMySQL databases</li> <li>Free CGIs</li> <li>Dedicated SSL certificate included (QuickSSL Premium)</li> <li>SSH Secure Shell</li> <li>Linux based</li> </ul>



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## Domain registration:

1&1 Instant Domain registration immediately protects your brand, family name or web identity! Start using your own domain name right away with these fantastic features.

- **Choose from: co.tz/ or.tz/ .com/ .net/.org/.info/.biz/.us/.name**
- Domain forwarding & parking
- Full DNS Management
- e-mail support

## ALL ABOUT DOMAINS

### The leading prices, with all the options!

Transfer or register as many domain names as you want under the same account. You can't get any quicker or more efficient. Best of all you'll pay far less at 1&1 – without any compromise.



#### Domain Information

As a 1&1 customer, you can easily register, transfer, or add more domains at any time from your 1&1 Control Panel.



#### Domain Prices

1&1 offers the most competitive domain rates available on the market.



#### Domain Transfer

Transferring a domain to 1&1 is quick and easy. 1&1 only charges you for the regular cost of registering the domain.



#### DNS Management

Manage all of your domains from 1&1's easy-to-use Control Panel interface.



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## Website Design:

- **Business Card Website**
- **5 pages Website** Includes Home page, About page and Contact page + **2 information pages**
- **7 pages Website** Includes Home page, About page and Contact page + **4 information pages**
- **10 pages Website** Includes Home page, About page and Contact page + **7 information pages** + **FREE information page**, + **FREE Add-on page** (7 pages in total)

Additional Pages can be added after 10 pages

## (Optional) Website Promotion:

Your website can instantly be submitted to more than 300,000 search engines and directories, which include the most extensive range of search engines and directories worldwide. Submitting your site to 300,000 search engines and directories will ensure that you drive relevant traffic to your site.



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## HOSTING AGREEMENT

This Agreement sets forth the Standard Terms and Conditions that apply to the use of the 1&1, (1&1) hosting services.

YOUR USE OF THE 1&1 HOSTING SERVICES INDICATES YOUR AGREEMENT TO BE BOUND BY THESE TERMS OF SERVICE. THESE TERMS AND CONDITIONS APPLY TO ALL HOSTING CLIENTS WHETHER THE RELEVANT WEBSITE DISPLAYING THIS TERMS AND CONDITIONS ARE OWNED BY ONE & ONE INTERNET SOLUTIONS CC OR NOT.

### Terms and Conditions

You agree to familiarize yourself with these terms, and abide by them if you choose to use the services to which such terms apply.

### User Conduct

You agree to abide by all applicable local, state, national and international laws and regulations regarding your use of our service.

### User Eligibility

You represent and warrant that you, as the person legally responsible for all use of this account, are at least 18 years of age. If you are under 18 years of age, you must have parental consent in order to sign up, and the account must be ordered by a parent or legal guardian, in his or her own name. You agree to supply 1&1 with a current and truthful name, postal address and telephone number for our records, and you have a continued obligation to keep this information current.

### Contents of Messages

You are solely responsible for the contents of your messages and your website and the consequences thereof. You agree not to do anything that would restrict or inhibit any other user from using and enjoying the Internet. You further agree not to use 1&1 to send any messages or material that are unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise constitute a criminal offence, give rise to civil liability or otherwise objectionable material of any kind or nature or that encourages conduct that could constitute a criminal offence, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation. 1&1 reserves the right to terminate your account if 1&1 becomes aware and determines, in its sole discretion, that you are violating any of the foregoing guidelines.

#### Unlawful or Prohibited Use

As a condition of your use of the 1&1 Hosting Service you warrant to 1&1 that you will not use the 1&1 Hosting Service for any unlawful purpose. Transmission, distribution, or storage of any information, data or material in violation of United States or state regulation or law, or by common law, is prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret, or any other statute. 1&1 reserves the right to remove such illegal material from the 1&1 servers immediately.



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## Terms of Payment

You agree to pay 1&1 appropriate payment for the services received from 1&1, in advance of the time period during which such services are provided. Payment may be made in Cash, Stop Order or Bank Transfer, however 1&1 requires users to return a debit order Authorization Form for any payment cost over three hundred (R300) Rand. If you pay by debit order, you agree to provide 1&1 with current billing and contact information and authorize 1&1 to bill all account and related charges to the bank account on file. You further agree that until and unless you notify 1&1 of your desire to cancel any or all services received, those services will be billed on a recurring basis. You agree that prepayments will be billed and charged automatically, that 1&1 may apply the amount due to the provided account at any time, and will issue absolutely no refunds. If your debit order is denied for any reason on the first attempt, we will automatically attempt to resubmit such a debit order within ten business days of the original attempt. Should the debit order be denied again, we may terminate the account. All files within the account may be deleted on termination. You may notify us in advance not to bill your account, and to provide for alternative billing arrangements.

If an account is not paid for at the due date the account will be placed in suspension until payment is received. 1&1 will charge an additional twenty-five (R25) Rand to activate the account again.

Users will have seven (7) days after this suspension to make payment. After seven (7) days of this period, 1&1 will charge an additional ninety-five (R95) Rand for late payment.

No receipts will be sent by regular mail.

All accounts are set-up and billed on a prepaid monthly basis. 1&1 reserves the right to change prices at any time due to prior notice.

All payments are to be made in South African currency.

If users failed to make payment within thirty (30) days, 1&1 reserve the right to either take ownership of such domain and use it for their own purposes, delete such domain and forfeit any monies already paid or hand the account over to our agents for collection or take ownership of the relevant domain name to cover costs.

Monies already paid will always first being utilised against administration fees, services fees, hosting fees and then domain registration fees, in this order.

## Web Site Content

Full back-ups are made weekly, and back-ups of new/changed data are made nightly. No guarantees are made of any kind, either expressed or implied, as to the integrity of these back-ups. Back-ups are made for server restoration purposes only. You are responsible for keeping a copy of your most current web site files as backup on a remote system. 1&1 is not responsible for any lost files, information, or data. However, if any loss of data occurs due to an error of 1&1, 1&1 will use reasonable efforts to recover the data at no charge to you. If data loss occurs due to your negligence in securing an account or due to an action on your part, 1&1 will use reasonable efforts to recover the data from the most recent archive for a hundred and fifty (R150.00) Rand fee.



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## User Responsibilities

You may not initiate sites that provide any of the following of the following content or links on the 1&1 servers:

- \* Pirated Software (Warez) or any software that is copyrighted and not freely available for distribution without cost.
- \* Hacking, prefacing, viruses, anarchy, etc.
- \* IRC Bots, Spam ware.
- \* Archives (music, video and program archives)
- \* Sexually explicit, obscene or pornographic content (whether in text or graphics)
- \* Speech or images that are offensive, profane, hateful, threatening, harmful, defamatory, libellous, harassing, discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability or otherwise) or that promote any illegal activity.
- \* Graphic violence.

You agree not to interfere with the operation of the system. You further agree not to interfere with the proper operation of other systems reachable through the Internet, including any attempt at unauthorized access. You agree to adhere to system policies as published by 1&1, including restrictions on services available with each service type, restrictions on certain features, and all other policies. You agree to abide by any and all future 1&1 policy decisions. 1&1 reserves the right to terminate any account that does not conform to these requirements.

## Zero Tolerance Spam Policy

1&1 takes a zero tolerance stance against sending of unsolicited e-mail, commonly known as Spam. Any user who sends out Spam will have their account terminated without notice, and may be charged a one time administration fine of one hundred (R100) Rand if we can show proof that the user sent the e-mail from our servers or network. 1&1 reserves the right to require changes or disable as necessary any web site, account, database, or other component that does not comply with this policy, at its sole discretion. 1&1 also reserves the right to make any such modifications in an emergency at our sole discretion.

## Hosting Service Provider's Rights

You agree that 1&1 has the right to monitor the service electronically from time to time and to disclose any information as necessary to satisfy the law, or to protect itself or its subscribers. 1&1 reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this agreement. 1&1 also reserves the right to refuse refunds in cases where 1&1 believes abuse has taken place.

1&1 reserves the right to monitor any and all communications through or with our facilities. You agree that 1&1 is not considered a "secure communications medium" for the purposes of the ECPA, and that no expectation of privacy is afforded.



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## Uptime Guarantee

1&1 guarantees the service will be available 99.9% of the time for a "99.9% Uptime Guarantee" to any of our customers in good financial standing. If we fail to meet the 99.9% Uptime Guarantee, the following credits will apply to those who qualify:

- \* 95.0% to 99.8% - 1&1 will credit back 25% of the monthly fee.
- \* 90.0% to 94.9% - 1&1 will credit back 50% of the monthly fee.
- \* 89.9% or below - 1&1 will credit back 100% of the monthly fee.

Customers must request such credit within seven (7) days after Network Unavailability. 1&1 will calculate Network Unavailability in a calendar month. Credits will not be provided to customers in the event that the Network Unavailability was due to

(i) scheduled maintenance as posted from time to time at 1&1, (ii) customer's behaviour or the performance or failure of customer's equipment, facilities or applications, or (iii) circumstances beyond 1&1's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labour disturbance, interruption of or delay in transportation, unavailability or interruption or delay in telecommunications or third party services (including DNS propagation), failure of third party software or hardware or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of your web site.

## Sharing of Account Space & Resale Restrictions

You represent and warrant that the account you purchase is purchased either for yourself or on behalf of a client. You agree that you are the individual solely responsible for the account whether it's on behalf of a client or not.

## Refund Policy

1&1 will refund payments for the service within thirty (30) days of account activation, with the exception of set-up fees, domain registration fees and additional options charges. No refunds will be issued after thirty (30) days, whether in full or pro rata. All refunds will be made by company check within thirty (30) days of receipt of cancellation. Accounts terminated by 1&1 for violation of the Terms of Service do not qualify for the 30-day money back guarantee.

The refund policy only applies to new clients that tried our hosting services for one month and are not satisfied with the results. After one month 30 days notice is required to terminate an account.



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## **Termination**

1&1 may terminate this agreement and your access to any or all 1&1 related services at any time, with or without cause, effective immediately. 1&1 shall have no responsibility to notify any third-party providers of services, merchandise, or information, nor any responsibility for any consequences resulting from such discontinuance or lack of notification. Anyone determined by 1&1 to have violated these Terms may be barred from receiving any services from 1&1.

You may terminate this Agreement at any time by notify us via e-mail. You may not terminate the account by 1&1ply stop paying for your account. No refund shall be issued. 1&1 must receive all termination requests by midnight on the end of the current billing period in order to avoid paying for the next term's service. Account cancellations for accounts with a negative balance will be passed on to collections, and all services rendered to the party with the negative balance, including domain registrations, will be terminated.

## **Relationship of the Parties**

Nothing contained in this Agreement shall be construed as creating any agency, legal representative, partnership, or other form of joint enterprise between the parties. Neither party shall have authority to contract for or bind the other in any manner whatsoever.



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## **Disclaimer of Warranties / Limitation of Liability**

THE 1&1 HOSTING SERVICE PROVIDED IS PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. 1&1 EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE 1&1 SERVICE WILL BE ERROR-FREE, TIMELY, SECURE OR UNINTERRUPTED. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY 1&1, ITS EMPLOYEES, LICENSORS OR AGENTS WILL CREATE A WARRANTY; NOR MAY YOU RELY ON ANY SUCH INFORMATION OR ADVICE.

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, WILL 1&1, OR ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE 1&1 HOSTING SERVICE, INCLUDING BUT NOT LIMITED TO RELIANCE ON ANY INFORMATION OBTAINED ON THE 1&1 SERVICE; OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR E-MAIL, LOSS OF OR DAMAGE TO DATA, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT LIMITED TO ACTS OF GOD, COMMUNICATION FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO 1&1 RECORDS, PROGRAMS OR SERVICES. YOU HEREBY ACKNOWLEDGE THAT THIS PROVISION WILL APPLY WHETHER OR NOT 1&1 IS GIVEN NOTICE OF THE POSSIBILITY OF SUCH DAMAGES AND THAT THIS PROVISION WILL APPLY TO ALL SERVICES AVAILABLE FROM 1&1 AND ITS AFFILIATES.

UNDER NO CIRCUMSTANCES, UNDER THE TERMS OF THIS AGREEMENT, SHALL DAMAGES INCLUDE LOSS OF BUSINESS, OR LOSS OF PROFITS WHETHER BASED ON BREACH OF AGREEMENT, BREACH OF WARRANTY, TORT, PRODUCT LIABILITY OR OTHERWISE.

THE TERMS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR WHATEVER REASON.

## **Copyright and Trademarks**

All contents of the 1&1 Web Site are proprietary to 1&1's suppliers and are protected under Copyright. All rights are reserved. 1&1's and/or suppliers reserves any rights not expressly granted herein. Furthermore, 1&1's and/or suppliers retains all rights to the web design provided to you through the 1&1 Hosting Services.

## **Force Majeure**

If by reason of failures of telecommunications or internet service providers, labour disputes, riots, inability to obtain labour or materials, earthquake, fire or other action of the elements, accidents, governmental restrictions or other causes beyond the control of 1&1, 1&1 is unable to perform in whole or in part its obligations as set forth in this Agreement, then 1&1 shall be relieved of those obligations to the extent it is so unable to perform and such inability to perform shall not make 1&1 liable to the User.



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## **Governing Law**

South African law shall govern this Agreement, and any dispute arising from the relationship between the parties to this Agreement, excluding any laws that direct the application of another jurisdiction's laws. In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and cost and expenses incurred, subject to the Limitation of Liabilities clause. The parties consent to the exclusive jurisdiction and venue of the courts of the South African Government.

## **Severability**

If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

## **Survivability**

The terms of this Agreement apply to those obligations that survive any cancellation, termination, or rescission, namely - warranty, indemnification, liability and limits thereon, rights and obligations upon and following termination and assignment.

## **Indemnification**

You agree to defend, indemnify and hold harmless 1&1 against any and all claims, losses, penalties, causes of action, damages, liability, costs, expenses (including but not limited to reasonable attorneys' fees) or claims caused by or resulting indirectly from your use of the 1&1 service, without limitation or exception, including your violation of any third-party's rights, (including, without limitation, infringement of any copyright trademark, service mark, trade secrets, right of privacy or publicity or any other third party right). The terms of this section shall survive the termination of your relationship with.

## **Remedy**

You agree that your sole and exclusive remedy to any issues relating to the 1&1 Hosting Service is to discontinue using the Service.

## **Assignment**

In the event of a merger or consolidation of 1&1, the surviving or new corporation and any subsidiaries are 1&1ilarly subject to the rights and obligations of this Agreement.

## **Entire Agreement**

Unless otherwise specified herein, this Agreement constitutes the complete and exclusive statement of the Agreement between the parties regarding the products and services provided hereunder, and supercedes any prior Agreements between the parties with respect thereto.



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## **Waiver**

The failure of 1&1 to enforce a provision of this Agreement shall not be construed as a waiver or limitation of 1&1's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

## **Modification of Terms**

1&1 reserves the right to modify this policy at any time and without advance notice, effective upon making the modified provisions available on the 1&1 Web Site. You are responsible for regularly reviewing these documents. Continued use of the 1&1 Services after any such changes shall constitute your consent to such changes. 1&1 does not and will not assume any obligation to notify you of any changes to these Terms.

**One and One provide high quality result cost effectively.**

Yours sincerely

1&1