

Terms and Conditions

Effective Date: 18/07/2025

1. Acceptance of Terms

By accessing or using the services provided by FastPython.com.au ("we," "us," or "our"), an Australian family business offering Python hosting, AI compute, and Virtual Machine services, you ("you," "user," "customer," or "business owner") agree to be bound by these Terms and Conditions ("Terms"). If you do not agree to these Terms, do not use our services. These Terms apply to all users, including individuals, businesses, and organizations.

2. Our Services

FastPython is a small-scale provider of hosting services, delivered through privately maintained infrastructure located on our premises. Our services include:

- **Web Hosting:** Hosting for Python applications (Flask, Django, FastAPI) via Gunicorn and Nginx.
- **Virtual Machines (VMs):** Dedicated VMs with allocated CPU, RAM, and storage.
- **GPU Access:** AMD Radeon RX 7900 XT GPU for AI workloads (e.g., PyTorch model training).
- **Secure Access:** SSH access, SSL/TLS encryption, and firewalled servers.
- **Storage:** High-speed NVMe SSDs (RAID 0) and RAID 1 HDDs for backups.

Disclaimer: FastPython is **not a cloud provider** and does **not operate a commercial data center**. Our infrastructure is family-operated and services are provided on a best-effort basis, **without enterprise-level guarantees**.

3. Infrastructure and Limitations

We operate on a single-server architecture with the following configuration:

- **Hardware:** Intel Xeon Gold 6421N, DDR5 RAM, AMD RX 7900 XT GPU, RAID SSDs/HDDs
- **Software:** Ubuntu Server 24.04.2 LTS, Gunicorn, Nginx
- **Internet:** Residential-grade internet, subject to downtime

Due to our operational model, **we do not guarantee 24/7 availability or fault tolerance**. You expressly acknowledge that service interruptions may occur, and FastPython is not liable except in cases of proven gross negligence.

4. Fair Use and Resource Allocation

Users are assigned resources based on their selected plan. To ensure fair access:

- **Resource Limits:** CPU, RAM, GPU, and storage are allocated per plan. Excess use may result in throttling or overage charges.
- **GPU Usage:** Limited to plan allocation.
- **Prohibited Activities:** Cryptocurrency mining, scraping, illegal content, or resource-heavy code.
- **Monitoring:** Resource usage may be monitored. Misuse may result in suspension with prior notice when feasible.

5. User Responsibilities and Indemnification

5.1 User Responsibility

You are solely responsible for all content, software, code, and third-party dependencies uploaded or deployed using our services. We do not monitor, verify, or endorse your use of the services.

5.2 Indemnification

You agree to indemnify and hold harmless FastPython.com.au, its directors, employees, and contractors against any claims, damages, losses, or legal costs arising from:

- Your use or misuse of the services
- Your breach of these Terms
- Any content or software you distribute
- Violations of law or third-party rights

This indemnity survives the termination of your account.

6. Data Security and Backups

- **Encryption:** AES-256 encryption is used for data at rest. SSH and HTTPS secure data in transit.
- **Backups:** Monthly backups are stored on RAID 1 HDDs for 60 days.
- **Responsibility:** You are responsible for maintaining your own backups. We disclaim liability for any data loss unless caused by our proven gross negligence.
- **Access:** We access your data only for technical support or as legally required.

7. Service Availability (SLA)

We target 95% monthly uptime, but this is a **best-effort** goal, not a guarantee. Downtime may result from:

- Scheduled maintenance (48-hour notice where possible)
- Power outages, hardware failure, internet issues

If uptime drops below 95%, you may request a **goodwill credit** of up to 10% of your monthly fee, subject to our review. This credit is the **sole remedy** for downtime.

8. Payment and Billing

- **Currency:** All prices are in USD
- **Plans:** Monthly, annual (10% off), and three-year (20% off) subscriptions
- **Methods:** [Insert Stripe, PayPal, etc.]
- **GST:** Prices exclude 10% GST (where applicable)
- **Late Payment:** Monthly plans are suspended after 24 hours of missed payment, and terminated after 7 days. Data is retained for two weeks post-termination.
- **Overage Notifications:** Alerts are sent at 75%, 85%, and 95% usage. Upgrade options will be presented.

9. Refund Policy

- **Free Trials:** No refunds
- **Paid Plans:** Refunds may be considered within 7 days if services do not match description
- **Partial Refunds:** Not provided, unless required by law

10. Cancellation and Termination

- **Customer Cancellation:** Cancel any time. Access ends at the current billing period's end.
- **Termination by Us:** We may suspend or terminate for:
 - Violation of Terms
 - Non-payment (30+ days)
 - Legal issues or abuse
- **Data Retention:** Data retained for 15 days after termination unless required otherwise by law.

11. Intellectual Property

- **FastPython IP:** All platform/server code remains our property
- **Customer IP:** You own your code and content
- **Licensing:** You must comply with licenses for any tools you use. You may not test or violate license limits on our infrastructure.

12. Third-Party Integrations

You may connect tools (e.g., GitHub, Docker). We are **not responsible** for failures, data loss, or breaches caused by third-party services.

13. Limitation of Liability

To the fullest extent permitted under Australian law:

- FastPython is **not liable for indirect or consequential damages**
- Total liability is capped at:
 - (i) one month's service fee (pro-rated if annual/3-year plan), or
 - (ii) the minimum required under the ACL
- We are not liable for failures beyond our control

14. Disclaimer of Warranties

Services are provided "**as-is**" and "**as-available**" without warranties of any kind. We disclaim all implied warranties, including merchantability and fitness for a particular purpose. You acknowledge that service quality may vary.

15. Force Majeure

We are not liable for delays or failures caused by events beyond our control, including natural disasters, cyberattacks, ISP failures, acts of government, or power interruptions.

16. Privacy Policy

We value your privacy. This section outlines how your data is handled:

- **What We Collect:**
 - Name, email, and billing information
 - Resource usage metrics (e.g., CPU, RAM, GPU usage)
 - IP addresses and login timestamps for security purposes
- **Why We Collect It:**
 - To manage your account
 - To provide and improve services
 - To ensure security and detect abuse
 - To comply with legal obligations
- **What We Don't Do:**
 - We do not sell your data
 - We do not view or access your code unless for support or legal reasons

- **Storage & Security:**
 - Data is stored on encrypted storage
 - Access is limited to authorized staff
 - Backups are retained for 60 days then securely deleted
- **Your Rights:**
 - You may request data access or deletion by emailing support@fastpython.com.au
 - We comply with the **Australian Privacy Act 1988**

By using our services, you consent to this privacy policy.

17. Dispute Resolution

Contact us first at **support@fastpython.com.au**. If unresolved, we agree to attempt mediation in Brisbane before taking legal action. These Terms are governed by Queensland law and legal matters must be raised in Brisbane courts.

18. Amendments

We may update these Terms to reflect changes to our services or laws. Changes will be posted on our website and notified to you via email or dashboard. Continued use indicates acceptance.

19. Contact Us

FastPython.com.au

Brisbane, QLD, Australia

Email: support@fastpython.com.au

Website: www.fastpython.com.au

Support Hours: Mon–Fri, 9 AM–5 PM AEST