

Terms of service

Last updated 20 October 2026

These terms apply when you buy a Toloma plan for an event ("you", the host) and when anyone opens or uploads to an event page. Our privacy policy explains how we handle personal data.

1. Who we are

Toloma is run from Luxembourg. The operator's full legal details (name, address and registration numbers) will be published here before paid plans open. Until then, write to contact@toloma.app.

Contact: contact@toloma.app.

2. The service

For each event, Toloma provides a web page reachable through a link and a QR code, where guests can upload photos and videos from their phone's browser, and a private dashboard where the hosts can see, download and delete them. What each plan includes (storage, how long files are kept, templates and features) is described on our pricing section as it stood when you ordered.

A plan covers one event and is paid once. There is no subscription.

3. Ordering and payment

- You can start with a free draft: an event page you design and test (up to 20 test uploads) before ordering. A draft is free, creates no contract and no obligation, and is deleted with its test uploads 14 days after it was created unless it goes live.
- You order from your dashboard: choose a plan that includes the features your page uses, give your email address, and accept these terms. Your event then goes live and its test uploads are deleted.
- Prices are in euros and final: nothing is added at checkout.
- Payments are handled by Stripe. During early access, ordering needs an early-access code and no payment is taken.
- The contract starts when your order is confirmed: when you send the form during early access, and when your payment is confirmed once online payment opens. Your plan, its storage and its retention start then.
- Options (extra storage, longer retention) can be added when your event goes live, or later from your dashboard, as can a move to a bigger plan, which costs the difference between the two plans. Each applies to the event it is bought for, and is a separate order you can cancel within 14 days. Nothing is ever charged automatically.
- Custom designs are quoted individually; the quote describes what is included.

4. Changing your mind and refunds

You can cancel your order within 14 days of placing it, without giving a reason: in your dashboard ("Withdraw from contract here") or by writing to contact@toloma.app. Cancelling closes your event and deletes its files, so download anything you want to keep first.

If no guest has uploaded anything to your event yet, we refund you in full.

When you order, you ask us to set up your event straight away. If you cancel after guests have started uploading, we refund the price minus the part of the service already provided. You can no longer cancel once the service has been fully provided. This doesn't limit any other rights you have as a consumer.

The part of the service already provided is worked out like this. Until the day of your event is over, it is the share of the days from your order to the end of uploads (the end of your plan's retention) that have passed. Once your event has taken place, the event itself counts as half of the price, and the other half is shared out over the days from the event to the end of uploads. For example, on the Standard plan (€49, 3 months), if guests have uploaded and you cancel 2 days after your event, the part provided is $50\% + 50\% \times 2 \div 90$, about 51%, and we refund €23.96. We refund within 14 days of your cancellation, by the payment method you used.

If the service doesn't work as described and we can't fix it, we'll refund you.

5. Your responsibilities as a host

- You decide who gets your event's link and QR code. Anyone who has it can see the gallery, unless your event has a PIN.
- Tell your guests that their photos and videos will be shared with you and with everyone who has the link, and remove anything a guest asks you to remove.
- You are responsible for your event page's content (names, welcome message, banner photo) and for how you use the files you download.
- Keep your dashboard link private: anyone who has it can manage your event. If it leaks, ask us for a new one.

6. For guests

By uploading, you confirm that you have the right to share the photos and videos, and that you accept that the hosts and everyone with the event's link can see them, and that the hosts can download and delete them.

7. Content that isn't allowed

Don't upload or publish anything illegal, including content that infringes someone else's rights or privacy, or that is hateful, violent or sexual involving minors. Don't use Toloma to send malware, to store files unrelated to an event, or to overload or attack the service.

We don't review uploads in advance. If we learn of clearly illegal content, or of an event used in breach of these terms, we may remove the content or suspend the event, and tell the hosts why. Report content to contact@toloma.app with the event's link.

8. Your content stays yours

Hosts and guests keep all rights to their photos and videos. You allow us to store them, make previews of them and show them to the people who have the event's link, only to run the event, and only for as long as the event's plan lasts. The Toloma name, logo, templates and software remain ours.

For the personal data in your event's content, you are the controller and we process it on your behalf, under our data processing terms, which form part of these terms.

9. Storage, retention and deletion

- Each plan has a storage limit. When it's full, guests can no longer upload until more storage is added.
- Guests can upload until the end of the plan's retention, counted from the event date: 30 days (Basic), 3 months (Standard) or 12 months (Premium), plus any extension. Your dashboard shows the date.
- You then have 7 more days to download your files. After that, they are permanently deleted.
- Toloma is a way to collect and share files, not a backup. Download what you want to keep.

10. Availability

We work to keep Toloma available at all times, but can't guarantee it will never be interrupted, for example during maintenance or an outage at our hosting provider. If an interruption seriously affects your event, write to us and we'll find a fair solution, such as extending your plan or a partial refund.

11. Liability

We are liable for damage caused by our intentional misconduct or gross negligence, and wherever the law doesn't allow liability to be limited. Otherwise, our liability for an event is limited to the amount you paid for it. We are not liable for content uploaded by guests or published by hosts. Nothing in these terms limits your statutory rights as a consumer.

12. Changes to these terms

We may update these terms, for example when we add features. The version in force when you ordered applies to your event, unless a change is required by law or only benefits you.

13. Law and disputes

These terms are governed by the law of Luxembourg. If you are a consumer living elsewhere in the EU, you also keep the protection of the mandatory rules of the country where you live. If something goes wrong, write to us first: most problems are solved quickly that way. If we can't agree, you can turn to a consumer mediation service or to the competent courts.

Data processing terms

Last updated 20 October 2026

These terms form part of our terms of service. They cover the personal data in your event's content: the photos and videos guests upload, and the names and texts on your event page. For this content, you, the host, are the **controller**: you decide why and how it is shared. We are your **processor**: we handle it on your behalf, as Article 28 of the General Data Protection Regulation (GDPR) requires. For our own purposes (orders, emails, abuse limits and logs) we are the controller, as our privacy policy explains.

If you are organising a private event such as a wedding or a birthday, the GDPR may not apply to you, because it excludes purely personal and household activities. These terms still describe how we handle your guests' data.

1. What we do, and for how long

We store your event's content, show it to the people who have the event's link (and its PIN, if it has one), make previews of the photos, and let you download and delete it. We do this for as long as your plan lasts: until the end of its retention, then 7 more days for you to download your files, after which the content is deleted (see section 9).

2. The data and the people concerned

- **Data:** photos and videos, including the details phones store in them (date, phone model and, if the camera saves it, location); the names and texts on the event page; each upload's time, size and file name; the messages guests leave in the guestbook, with their voice and video notes; and the replies guests give to the event's invitation (name, whether they come, how many, a note).
- **People:** the guests who upload, leave a message or reply to the invitation, and anyone who appears in the photos and videos, which can include children.
- Photos and videos can reveal sensitive information, such as someone's health or religious beliefs. Toloma is meant for event photos and videos only.

3. Your instructions

We process the content only on your documented instructions: your order, the settings you choose and the deletions you make in your dashboard, and what you ask us by email. We never use it for anything else: not for advertising, not for profiling, and not to train artificial intelligence. If the law requires us to process it in another way, we'll tell you first, unless the law forbids that. If we believe one of your instructions breaks data protection law, we'll tell you.

4. Confidentiality

Only the people who run Toloma can access the content, and they are bound to keep it confidential. We look at uploads only when it's needed, for example to fix a problem you report or to remove clearly illegal content.

5. Security

- All traffic is encrypted (HTTPS, TLS 1.2 or later).
- Files and event data are stored encrypted by Microsoft Azure, in France.
- Guests receive a link that can add one file for a few minutes, never read or delete other files.
- Dashboard keys and PINs are stored only in protected (hashed) form. Uploads and wrong PINs are rate-limited.
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Our administration tool requires a Microsoft Entra sign-in and a dedicated admin role.

- We can restore deleted files for 7 days, to undo mistakes; after that they are gone.

We review these measures as the service changes, and keep them at least at this level.

6. Subprocessors

You give us general authorisation to use subprocessors. For event content, we currently use one:

Subprocessor	What for	Where
Microsoft Ireland Operations Ltd (Microsoft Azure)	Hosting the event pages, files and event data	France (France Central region)

Each subprocessor is bound by data protection obligations at least as strict as these. We'll announce a new or replacement subprocessor at least 30 days in advance, on this page and by email to the hosts of active events. You can object; if we can't resolve your objection, you can end your plan and we'll refund the part not yet used.

7. Where the data stays

Event content is stored and processed in the European Union. We don't transfer it outside the European Economic Area.

8. Helping you

- **Requests from the people concerned.** If a guest, or someone who appears in a photo, asks to see or remove their data, you can delete files from your dashboard straight away. If such a request reaches us, we pass it on to you without delay, and we help with anything the dashboard can't do.
- **Data breaches.** If we become aware of a personal data breach affecting your event's content, we tell you without undue delay, and at the latest within 48 hours, with what we know: what happened, the data and people likely concerned, its likely consequences and what we are doing about it. We help you meet your own obligations, such as notifying a data protection authority.
- **Impact assessments.** If you need to assess the risks of your processing or consult an authority, we give you the information we have about the service.

9. When processing ends

At the end of your plan's retention plus 7 days, or earlier if you delete your event or cancel your order, we delete the content, including previews and ZIP downloads. Deleted files can be restored by us for 7 more days, then they are gone. We keep no copies, unless the law requires us to. Before then, you can download your files from your dashboard.

10. Information and audits

We give you the information you need to show that these obligations are met, starting with this page; write to contact@toloma.app and we answer within one month. You, or an auditor you appoint who is bound to confidentiality, can audit our compliance once a year with 30 days' notice, at your cost, or more often if a breach or a data protection authority requires it.

11. Liability and precedence

Liability follows our terms of service. If these data processing terms and the terms of service conflict on data protection, these terms prevail. They apply for as long as we process your event's content.