



Terms and Conditions of Use for Users / Travelers

Version 3.0 – Version 3 – 1 July 2026

IMPORTANT NOTICE: BagScanner is exclusively a metasearch (comparison) service. It does not provide luggage storage services, does not process payments, and is not a party to any contract between the User and the Merchant. Booking and payment take place exclusively on the website or through the channels of the chosen Merchant. Please read carefully before using the Platform.

Article 1 – Introduction and Nature of the Service

1.1 BagScanner (hereinafter also referred to as the “Platform”) is a simple metasearch service (comparison tool) dedicated to searching for and comparing luggage storage services offered by independent businesses (hereinafter “Merchants” or “Partners”). BagScanner acts solely as an information intermediary: it allows Users to identify, compare, and locate available luggage storage locations, and is limited to presenting information provided by Merchants or obtained from public sources. BagScanner does not offer, resell, or guarantee any luggage storage services.

1.2 BagScanner is operated by BagScanner S.r.l., with its registered office in Milan, which can be contacted at hello@bagscanner.com (hereinafter “BagScanner” or the “Company”).

1.3 BagScanner is NOT a luggage storage service provider. BagScanner does NOT process, collect, or manage payments on behalf of third parties or on its own behalf. Searches and comparisons on the Platform conclude with the User being redirected to the website, app, or contact channels of the selected Merchant: the booking and payment for the luggage storage service take place exclusively and directly between the User and the Merchant, in accordance with the Merchant’s own terms and conditions, for which BagScanner is in no way responsible.

1.4 By accessing the Platform, the User declares that he or she has read, understood, and fully accepted these Terms and Conditions (hereinafter the “Terms”), the Privacy Policy, and the Cookie Policy. If the User does not accept even a single provision, he or she must immediately refrain from using the Platform.

1.5 Use of the Platform is permitted only to Users who are at least 16 years of age, in accordance with the provisions of Article 8 of the GDPR and applicable Italian legislation regarding consent to information society services. Users under this age may use the Platform only under the supervision of a parent or guardian, where permitted by applicable law.



Article 2 – Definitions

For the purposes of these Terms, the following definitions apply:

- “Platform”: the website www.bagscanner.com and/or the BagScanner mobile app.
- ‘User’ or “Traveler”: any natural person who accesses and uses the Platform to search for and compare luggage storage services.
- “Consumer User”: a User who is a natural person acting for purposes unrelated to their business, commercial, artisanal, or professional activities, pursuant to Article 3, paragraph 1, letter a) of Legislative Decree 206/2005.
- “Merchant” or “Partner”: any independent business registered on the Platform, operating with full entrepreneurial autonomy and under its own exclusive responsibility.
- “Luggage storage service”: the service of temporary luggage storage offered directly and exclusively by the Merchant, in accordance with its own terms and conditions.
- “Displayed Price”: the indicative price communicated by the Merchant to the Platform, which is purely for guidance and subject to change. The final and binding price is the one applied by the Merchant at the time of booking through its own channels.
- “Platform Content”: all information, data, text, images, descriptions, and prices visible on the Platform, provided by Merchants under their sole responsibility.
- “Force Majeure”: any unforeseeable, unavoidable event beyond BagScanner’s reasonable control.

Article 3 – Access to and Use of the Platform

3.1 The Platform is made available to Users “as is” and “as available,” without any guarantees regarding the continuity of the service, the absence of errors, or the completeness of the information.

3.2 BagScanner does not guarantee that the Platform will always be available, uninterrupted, or error-free. BagScanner reserves the right to suspend, modify, or discontinue the Platform at any time, without notice and without any obligation to provide compensation.



3.3 Users are expressly prohibited from:

- use automated systems (bots, spiders, scrapers, crawlers) to access, extract, or copy the Platform's content without BagScanner's written authorization;
- attempt to gain unauthorized access to BagScanner's or third parties' computer systems, networks, or databases through the Platform;
- transmit viruses, malware, or malicious computer code through the Platform;
- provide false, misleading, or fraudulent information while using the Platform;
- use the Platform for unauthorized commercial purposes, including collecting data on Merchants for the benefit of competing platforms;
- engage in acts that may compromise the security, integrity, or availability of the Platform;
- circumvent or attempt to circumvent security measures implemented by BagScanner.

3.4 In the event of a violation of this article, BagScanner reserves the right to immediately suspend the User's access and to seek compensation for damages, including legal fees, through the appropriate legal channels.

Article 4 – Accuracy of Information and Prices

4.1 The information on the Platform, including prices, hours, availability, and location, is provided directly by the Merchants, under their sole responsibility, and is partly derived from public third-party sources (such as Google My Business) used during the initial setup of the Merchant Listings. BagScanner does not systematically verify the accuracy of this information and cannot guarantee that it reflects the actual situation at any given time.

4.2 The prices displayed are for informational purposes only. Merchants may change their prices at any time without BagScanner being notified in real time. The User completes the reservation and payment exclusively through the Merchant's channels, where the final price is confirmed before the transaction is finalized. The User is required to verify the final price on the Merchant's channels before confirming the reservation.

4.3 Any discrepancies between the price displayed on BagScanner and the price actually charged by the Merchant on its own channels are not attributable to BagScanner. The price displayed does not constitute a binding offer by either BagScanner or the Merchant.

4.4 The display of a Merchant on the Platform does not constitute an endorsement, recommendation, or guarantee by BagScanner regarding the quality, reliability, safety, or legality of the services offered.



4.5 BagScanner reserves the right to correct obvious errors in the information displayed as soon as they are brought to its attention, without liability for the period prior to the correction.

4.6 Business model and affiliate links. BagScanner may use affiliate links and booking attribution systems. If the User reaches the Merchant via an affiliate link, BagScanner may receive a commission from the Merchant. This commission does not entail any additional cost to the User and does not affect the price charged by the Merchant. A Merchant's presence on the Platform and its ranking in search results are not influenced by payments made to the User, nor do they result in any financial burden on the User.

Article 5 – User-Merchant Relationship

5.1 The Merchant is solely and exclusively responsible for the luggage storage service provided to the User, for the security of its premises, for the safekeeping and return of the luggage in good condition, and for complying with any obligations arising from the storage agreement entered into directly with the User through the Merchant's channels.

5.2 The Merchant is also solely responsible for complying with applicable regulations regarding business operations, safety, hygiene, civil liability toward third parties, the processing of personal data, and consumer protection.

5.3 In the event of a dispute, complaint, loss, theft, or damage to luggage, the User must contact the Merchant directly—the party with whom the User entered into the storage agreement. BagScanner is not a party to the dispute and has no obligation to mediate, subject to the provisions of Article 10 regarding reports.

5.4 The User acknowledges that each Merchant has its own terms of service and refund policies, of which BagScanner is not aware. BagScanner recommends that the User review the Merchant's terms before confirming the reservation and entrusting the Merchant with their luggage.

5.5 BagScanner conducts a verification process of Merchants' basic information at the time of Account activation (see Art. 4.1) and requires Merchants, as a contractual condition, to possess the necessary authorizations and insurance coverage to conduct their business. This verification does not constitute a guarantee to the User that the Merchant actually meets and continues to meet these requirements; it remains the User's responsibility to verify this before entrusting their goods to the Merchant.

Article 6 – BagScanner's Limitation of Liability



6.1 Subject to the provisions of Articles 6.3 and 6.4, and to the fullest extent permitted by applicable mandatory law, BagScanner assumes no liability for:

- loss, theft, damage, or deterioration of luggage entrusted to the Merchant;
- failure, delay, or refusal by the Merchant to provide the luggage storage service;
- injury or harm to the User's person or health resulting from the use of the Merchant's service;
- direct, indirect, incidental, consequential, or punitive damages arising from the use of or inability to use the Platform;
- inaccuracies, errors, or omissions in the information provided by Merchants and published on the Platform;
- interruptions or malfunctions of the Platform due to technical issues, force majeure, or the conduct of third parties;
- unlawful, negligent, or fraudulent conduct by Merchants toward Users;
- discrepancies between the displayed Price and the price actually charged by the Merchant on its own channels.

6.2 BagScanner makes no warranties, express or implied, regarding the Platform's fitness for a particular purpose, the continuity of service, or the accuracy of search results.

6.3 BagScanner does not provide a luggage storage service, does not have custody of the User's belongings at any time, and does not intervene in the financial transaction between the User and the Merchant. Consequently, liability for damages, losses, or breaches of contract related to the luggage storage service rests exclusively with the Merchant pursuant to Article 5, and is not subject to any form of quantitative limitation by BagScanner, as such liability does not, and has never, rested with BagScanner.

6.4 Nothing in these Terms limits or excludes BagScanner's liability in cases where such a limitation is not permitted by law, specifically in the event of: (i) willful misconduct or gross negligence on the part of BagScanner; (ii) death or personal injury caused by BagScanner's direct and proven negligence; (iii) violations of consumer rights that mandatory law does not permit to be waived by contract.

6.5 Force Majeure. BagScanner shall not be liable for any failure to perform or interruption of service resulting from events of force majeure. In such cases, BagScanner will notify the User as soon as possible and take reasonable measures to minimize any inconvenience.

Article 7 – Right of Withdrawal and Digital Services



7.1 In accordance with Legislative Decree 206/2005 and Directive (EU) 2019/770, the consumer user has the right to withdraw from the contract for the provision of the digital metasearch service within 14 days of the conclusion of the contract, without having to provide a reason.

7.2 A consumer user who has requested immediate provision of the digital service (access to the Platform, search, viewing of results) and has already used it acknowledges that the right of withdrawal lapses for digital services that have already been fully performed, pursuant to Article 59, paragraph 1, subparagraphs (a) and (o) of Legislative Decree 206/2005.

7.3 The right of withdrawal referred to in this article applies solely to the metasearch service offered by BagScanner, and not to the luggage storage service provided by the Merchant, which is governed by the Merchant's own terms and conditions.

Article 8 – User Liability and Indemnification

8.1 The User is liable for any damages caused to BagScanner, Merchants, or third parties resulting from improper or unlawful use, or use in violation of these Terms.

8.2 The User agrees to indemnify BagScanner, its directors, employees, and contractors against any claims, legal actions, costs (including reasonable attorneys' fees), or damages brought by third parties and arising from a material or willful breach by the User of the following obligations: (i) compliance with these Terms; (ii) the lawful and proper use of the Platform; (iii) respect for the rights of third parties; (iv) the accuracy of the information provided. This indemnification shall not apply where the damage was caused by BagScanner's willful misconduct or gross negligence, nor in cases where mandatory consumer protection laws preclude its application.

8.3 The User acknowledges that unauthorized use of the Platform—in particular through automated systems—may cause damages for which monetary compensation may be insufficient. BagScanner therefore reserves the right to seek, in addition to compensation for damages, emergency injunctive relief.

Article 9 – Registration and User Account

9.1 Some features of the Platform may require the creation of an account. The User is responsible for maintaining the confidentiality of their login credentials and for all activities carried out through their account.

9.2 The User agrees to provide accurate and up-to-date information at the time of registration. Providing false information constitutes a serious violation of these Terms.



9.3 The User agrees to immediately notify BagScanner of any unauthorized access to their account.

9.4 BagScanner reserves the right to suspend or terminate accounts without prior notice in the event of a violation of these Terms, fraudulent or suspicious activity, or at the request of the competent authority.

Article 10 – Reports and Illegal Content

10.1 Users can report issues encountered with a Merchant (closed location, significantly different prices, service refused without reason) or illegal content on the Platform to BagScanner through the reporting channel available on the Platform or via email at hello@bagscanner.com.

10.2 In accordance with Regulation (EU) 2022/2065 (Digital Services Act), BagScanner ensures the accessibility of this channel and undertakes to review reports received within 5 business days, taking the measures deemed appropriate against the reported Merchant, including suspension and removal as provided for in the Merchant Terms and Conditions in the event of a violation by the Merchant.

10.3 The report does not give rise to any obligation on the part of BagScanner to provide compensation or reimbursement to the reporting User, without prejudice to the User's rights against the Merchant.

Article 11 – Reviews

11.1 Users may post reviews regarding the Merchant's services on the Platform. Reviews reflect the Users' personal and subjective opinions, for which BagScanner is not responsible.

11.2 The User agrees to post truthful reviews based on actual experiences and not to post defamatory, discriminatory, or blatantly false content.

11.3 BagScanner reserves the right, but is under no obligation, to remove reviews that violate its policies.

Article 12 – Intellectual Property and Databases

12.1 All intellectual property rights related to the Platform (trademarks, logos, designs, interface, software, search algorithms, databases, original editorial content) are the exclusive property of BagScanner S.r.l. or its respective licensors.

12.2 Investment in data and database rights. BagScanner has made a substantial investment in the creation, verification, and management of the database of merchants on



the Platform. This database constitutes a protected database under Legislative Decree 68/2003. Any systematic extraction or reuse of data from the Platform without written authorization constitutes a violation of the sui generis right of the database creator.

12.3 The User is granted a limited, non-exclusive, non-transferable, and revocable license to access and use the Platform solely for personal, non-commercial purposes.

12.4 The User is prohibited from reproducing, distributing, modifying, creating derivative works, or otherwise exploiting the Platform's content for commercial purposes without BagScanner's prior written consent.

12.5 The content provided by Merchants remains the property of the respective Merchants and is published under their responsibility.

Article 13 – Protection of Personal Data

13.1 BagScanner processes Users' personal data in its capacity as the Data Controller, in accordance with the GDPR and applicable Italian law.

13.2 The User's personal data is collected and processed for the following purposes:

- provision of the metasearch service and account management (legal basis: performance of a contract, Art. 6.1.b GDPR);
- compliance with legal obligations (legal basis: legal obligation, Art. 6.1.c GDPR);
- improvement of the Platform and aggregated statistical analysis (legal basis: legitimate interest, Art. 6.1.f GDPR);
- sending of commercial communications (legal basis: explicit consent, Art. 6.1.a GDPR, which may be revoked at any time).

13.3 BagScanner does not sell or disclose Users' personal data for commercial purposes, except to the extent strictly necessary for the provision of the service or as required by law.

13.4 The User has the right to: access (Art. 15 of the GDPR), rectification (Art. 16), erasure (Art. 17), restriction of processing (Art. 18), data portability (Art. 20), and objection (Art. 21). These rights may be exercised by writing to hello@bagscanner.com.

13.5 The User has the right to file a complaint with the Italian Data Protection Authority (www.garanteprivacy.it).

13.6 The full Privacy Policy is available at www.bagscanner.com/privacy.

Article 14 – Cookies



14.1 The Platform uses technical and analytical cookies and, subject to consent, profiling and marketing cookies. Consent is obtained via a banner and may be revoked at any time.

14.2 Rejecting profiling cookies does not affect the basic functionality of the Platform. The full Cookie Policy is available at www.bagscanner.com/cookie-policy.

Article 15 – Links to Third-Party Websites

15.1 The Platform contains links to the websites of Merchants and other third parties. BagScanner does not control these websites, is not responsible for them, and does not endorse their content or business practices. Users access these websites at their own risk.

15.2 The presence of a link does not imply any form of partnership, sponsorship, or endorsement by BagScanner of the destination site.

Article 16 – Changes to the Terms and the Platform

16.1 BagScanner reserves the right to modify these Terms with at least 30 days' notice, provided via email and/or through a notice on the Platform, except for urgent changes required by law.

16.2 Continued use of the Platform after the changes take effect constitutes acceptance of those changes. If the User does not accept the changes, the User must stop using the Platform.

16.3 BagScanner reserves the right to modify, suspend, or discontinue any feature of the Platform without prior notice or compensation, except as required by mandatory law.

Article 17 – Dispute Resolution

17.1 In the event of a complaint, the User is asked to contact BagScanner at hello@bagscanner.com before taking legal action, to allow BagScanner to evaluate and attempt to resolve the matter.

17.2 Individual action. Without prejudice to the mandatory rights provided for by applicable law, any dispute resolution procedure relating to these Terms shall be conducted on an individual basis. This is without prejudice to the consumer User's right to avail themselves of the collective redress mechanisms provided for by Italian and European law, including Legislative Decree 28/2023 on representative actions.



Article 18 – Governing Law and Jurisdiction

18.1 These Terms are governed by Italian law. The Parties shall first attempt to reach an amicable settlement within 30 days of written notice of the dispute.

18.2 If the User qualifies as a consumer under Legislative Decree 206/2005, the court with territorial jurisdiction is that of the User's place of residence or domicile, pursuant to Article 33, paragraph 2, subparagraph u) of Legislative Decree 206/2005. Any clause that deviates from this jurisdiction shall be deemed null and void.

18.3 If the User is not a consumer, the Court of Milan shall have exclusive jurisdiction.

18.4 Mandatory provisions for EU consumers. Nothing in these Terms shall affect the mandatory rights that a consumer User residing in the European Union may have under the laws of their country of residence, if such laws provide greater protection than that provided herein.

18.5 Consumers residing in the European Union can access the European Commission's ODR platform at <https://ec.europa.eu/consumers/odr>.

Article 19 – Final Provisions

19.1 Independence of relationships. This Agreement governs solely the relationship between the User and BagScanner regarding the use of the metasearch platform. It does not in any way constitute a luggage storage contract, nor does it make BagScanner a party to, guarantor of, or jointly and severally liable for any obligation assumed by the Merchant toward the User.

19.2 Partial invalidity. If any provision is declared invalid, the remaining provisions shall remain in effect. The invalid provision shall be replaced by a valid provision that most closely reflects the original intent of the Parties.

19.3 Waiver. BagScanner's failure to exercise a right does not constitute a waiver of that right nor does it preclude its future exercise.

19.4 Full agreement. These Terms, together with the Privacy Policy and the Cookie Policy, constitute the entire agreement between BagScanner and the User and supersede any prior agreement relating to the subject matter hereof.

19.5 Discharge. The User may not assign to third parties any rights or obligations arising from these Terms. BagScanner may assign this agreement in the event of extraordinary transactions, subject to prior notice to the User.

19.6 Communications. For any information, clarification, or complaint, the User may contact BagScanner at hello@bagscanner.com. BagScanner will respond within 30 days.

For information and inquiries:

hello@bagscanner.com



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