

Smoves Service – Terms and Conditions

Owner: Francesco Nigro

VAT Number: [VAT Number]

Registered office: Viale Bligny 19A, 20136 Milan (MI), Italy

Contact: info@smoves.it

Website: www.smoves.it

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1. Identity of the provider

1.1 The Smoves Service is provided by:

- Francesco Nigro — sole proprietorship;
- VAT Number: [VAT Number];
- Registered office: Viale Bligny 19A, Milan, MI, 20136, Italy;
- Contact email: info@smoves.it;
- Website: www.smoves.it.

2. Definitions

2.1 For the purposes of these T&C:

- Customer: natural person acting as consumer pursuant to art. 3 lett. a) of Italian Legislative Decree 206/2005 (Consumer Code), who has digitally signed this Contract.
- Service: collection, temporary storage and re-delivery of packages within the territory of the Municipality of Milan.
- Package: individual parcel, box or container prepared, sealed and identified by the Customer, entrusted to Smoves.
- Seal: tamper-evident device applied by Smoves at collection.
- Damage: total or partial loss, theft, deterioration or impairment of the package or of its contents.
- Complaint: formal communication through which the Customer contests Damage or breach by Smoves.

3. Scope and description of the Service

3.1 Smoves provides, for consideration, a service of collection at the address indicated by the Customer, temporary storage in suitable premises and hand-delivery of packages within the territory of the Municipality of Milan, on the date or within the time slot agreed.

3.2 The Contract has a mixed nature of deposit (artt. 1766 et seq. of the Italian Civil Code) and connected services (collection and hand-delivery). The provisions of the Italian Civil Code on deposit and the mandatory provisions for consumer protection apply, to the extent compatible.

3.3 The Service is mainly aimed at off-site university students and is also open to other private individuals.

3.4 The Service does NOT include, under any circumstances: portage; moving; disassembly, assembly or handling of furniture; packaging of goods by Smoves; transport of goods not packaged in packages. Preparation of packages is the Customer's responsibility.

3.5 Smoves may, on request and subject to availability, supply packaging material (boxes, tape, labels) under the conditions indicated on the website; such supply does not involve portage or packaging assistance.

3.6 The maximum dimensions and weight allowed per package are indicated on the website at the time of booking. Packages exceeding these limits may be refused at collection or accepted with a surcharge, if specifically agreed.

4. Booking and conclusion of the contract

4.1 Booking is made through the website www.smoves.it. The Customer selects the date, collection and delivery addresses, number and dimensions of the packages, and fills in the required data. Collection and delivery take place within a three-hour time slot selected by the Customer during booking, within Smoves' daily operating window (8:30 to 19:30).

4.2 The Customer accepts these Terms and Conditions — including the deposit Contract, the operational policies, the Customer's declarations and the payment notice — by ticking the mandatory checkbox in the booking procedure, pursuant to art. 25 of EU Regulation 910/2014 (eIDAS).

4.3 The Contract is concluded upon Smoves' confirmation of the booking, sent by email to the address indicated by the Customer, subject to payment of the consideration.

4.4 Smoves records and stores, for evidentiary purposes: booking code, Customer's identification data, date and time of acceptance, IP address, version of the accepted document.

4.5 A complete copy of this Contract, auto-filled with the booking data, is made available to the Customer as a durable medium pursuant to art. 51, paragraph 7, of Italian Legislative Decree 206/2005, via a link sent to the email address provided and permanent access from the reserved area on the website.

4.6 The Customer is responsible for the accuracy of the data provided and for the timely communication of any changes.

4.7 Smoves may refuse, suspend or cancel a booking at any time, even after confirmation, where operational, logistical, security, regulatory compliance or business protection needs arise, or in the presence of incomplete, inaccurate or unverifiable data, suspected breach of these T&C, economic or reputational risk, unavailability of staff or vehicles, force majeure events or causes beyond Smoves' control. In such cases, Smoves' sole obligation shall be the refund of any amounts not yet accrued, with the exclusion of any further liability, compensation or indemnity.

5. Prices, payment, invoicing, refunds

5.1 The consideration for the Service is determined on the basis of the tariff published on the website at the time of booking, as a function of the number of packages, the duration of storage, the distance for collection and delivery, and any additional services. Prices include VAT where applicable.

5.2 Payment is made in advance, at the time of booking, by credit card, debit card, prepaid card or other electronic instruments accepted by the Stripe platform. Smoves does not receive or store the complete data of payment instruments, which are managed directly by Stripe in an environment compliant with PCI DSS standards.

5.3 Stripe acts as a payment service provider pursuant to PSD2 and is an autonomous data controller for the data relating to payment transactions for anti-fraud, anti-money-laundering and accounting obligations. The use of Stripe may involve the transfer of personal data to the United States of America on the basis of the instruments provided by the GDPR (EU-US Data Privacy Framework adequacy decision, standard contractual clauses, supplementary measures). For details, refer to Smoves' Privacy Policy and Stripe's privacy notice.

5.4 The tax document (receipt or invoice) is issued according to the tax regime applicable to Smoves; the Customer may request a copy at info@smoves.it or check it in the reserved area on

the website.

5.5 The refund is due to the Customer only in the cases expressly provided for in the Contract:

- cancellation of the Service by the Customer made at least 7 (seven) calendar days before the scheduled pickup date, as set forth in art. 6.2;
- supervening unavailability or cancellation of the booking by Smoves pursuant to artt. 4.7 and 6.3;
- acceptance, even partial, of a Complaint pursuant to art. 12.

The Customer acknowledges that, pursuant to art. 6.1, the right of withdrawal under artt. 52 et seq. of the Italian Consumer Code does NOT apply to the Smoves Service. The Customer's right of early cancellation under art. 6.2 and free rescheduling in cases of documented force majeure under art. 6.4 remain unaffected.

5.6 The refund is made within 14 days from the occurrence of the cause or from the notice of acceptance, on the same payment instrument used for the original payment, unless otherwise agreed. Crediting may require additional days depending on the timing of the operator or the card issuer; Smoves is not liable for delays attributable to third parties.

5.7 The refund may be partial where penalties, rescheduling costs or out-of-pocket expenses are due pursuant to artt. 10 and 11.

5.8 In the event of fraudulent use of a payment instrument, chargeback, bank dispute, payment reversal or suspected fraud, the Customer must immediately contact their bank and Smoves at info@smoves.it. Smoves cooperates with Stripe and with the competent authorities in the management of chargebacks and disputes, and may immediately suspend the Service, temporarily retain the packages until the dispute is resolved and charge the Customer any administrative, banking or legal cost incurred for the recovery of the credit.

6. Right of withdrawal, cancellation and rescheduling

6.1 Exclusion of the right of withdrawal. The Smoves Service, consisting of collection at the Customer's home, transport and temporary storage of the packages and re-delivery on a date and at a place agreed at the time of booking, constitutes a contract for the transport of goods with a specific date or period of performance pursuant to art. 59, paragraph 1, letter h), of the Italian Consumer Code. Consequently, the right of withdrawal under artt. 52 et seq. of the Italian Consumer Code does NOT apply to this Contract.

6.2 Early cancellation by the Customer. The Customer may cancel the Service from the reserved area on the website until the seventh calendar day before the scheduled pickup date (time reference: Europe/Rome timezone, end of day). In such case, the Customer is entitled to a full refund of all amounts paid, including any top-ups for subsequent modifications, according to the terms and timing of art. 5.6.

Beyond that deadline — i.e. within the seven days preceding pickup, as well as after the packages have been picked up — cancellation does not give rise to any refund. The amount retained also remunerates preparatory, organisational and resource allocation activities already incurred by Smoves (allocation of storage space, scheduling of personnel, planning of collection and delivery), which are not recoverable beyond that threshold. For special cases beyond the deadline, art. 6.4 applies (documented force majeure).

6.3 Exceptions with full refund. The Customer is entitled to a full refund of the consideration only in the following cases:

- supervening unavailability of Smoves: Smoves is unable to perform the Service on the agreed dates for reasons attributable to it and is unable to propose alternative dates accepted by the Customer;
- cancellation of the booking by Smoves pursuant to art. 4.7 (supervening refusal), except where the cancellation depends on a breach by the Customer (e.g. untrue data, suspected breach of art. 8).

6.4 Exceptions with free rescheduling (Customer's force majeure). In the presence of a documented force majeure event that prevents the Customer from ensuring the availability of the packages at collection or being present at re-delivery (by way of example: hospitalisation, serious illness, bereavement of a relative up to the second degree), Smoves allows free rescheduling of the Service on the first available dates according to operational availability, upon submission of the relevant documentation. In such cases no monetary refund is due.

6.5 Cancellation procedure. Cancellation under art. 6.2 is made directly from the reserved area on the website. For requests under artt. 6.3 and 6.4, contact an operator through chat or by communication to info@smoves.it.

7. Customer's obligations and declarations

7.1 The Customer, under their own responsibility, declares and undertakes to:

- personally prepare the packages and seal them with suitable material (solid boxes,

packaging tape), in compliance with the maximum dimensions and weights indicated on the website;

- not insert in the packages the goods referred to in art. 8 and Annex A, of which they declare to have taken note;
- be aware that Smoves' liability limit is objectively set at 100.00 euros per package (art. 12.2) and that the Service does not provide for declarations of value with higher coverage;
- make the packages available for collection at the agreed place (conciierge, entrance, other accessible point indicated in the booking) at the agreed time or time slot, even in their absence: the Customer's physical presence at collection is not required;
- be present at re-delivery, in person or through a representative, on the date and within the time slot agreed;
- promptly report any Damage according to the complaint procedure (art. 12.6).

7.2 The Customer undertakes to indemnify and hold Smoves harmless from any claim, sanction, damage or cost arising from false declarations made during booking or from breach of art. 8, within the limits permitted by consumer protection law.

7.3 The Customer declares and warrants to be the owner or lawful holder of the goods entrusted to Smoves and that they are not subject to seizures, encumbrances, pledges, attachments or third-party rights.

8. Prohibited items

8.1 The Service is limited to the collection, storage and re-delivery of packages containing lawful, non-dangerous goods of limited value. The Customer may not insert in the packages any of the goods listed in Annex A, which forms an integral part of these T&C.

8.2 Smoves does not accept packages containing goods of unit value exceeding 100.00 euros per package. This threshold coincides with Smoves' liability limit under art. 12 and is objectively set: the Service does not provide for declarations of value with higher coverage.

8.3 Smoves does not open sealed packages and does not systematically check the contents. Smoves may, however, refuse collection, even at the time of hand-over, if:

- the package shows external characteristics incompatible with these provisions (suspicious odours, liquid leaks, vibrations, heat, acoustic signals, hazard labels);

- the Customer refuses to make the declaration under art. 7;
- there is a concrete suspicion of breach of art. 8 and Annex A.

8.4 Smoves may inspect a package, even after hand-over, exclusively in the following cases: concrete suspicion of breach; emergency or danger to persons, things or storage environments; request or order of the competent Authority; need to prevent or limit imminent damage. The inspection takes place, where possible, in the presence of the Customer or upon prior notice, except in cases of urgency or order of the Authority. An internal report of the inspection is drawn up.

8.5 In case of discovery of prohibited goods, Smoves may, depending on the case:

- immediately return the item to the Customer, with suspension of the Service on the relevant package;
- report the fact to the competent Authority, where required by law;
- secure or dispose of the item, at the Customer's expense, if its presence constitutes a risk.

8.6 Should Smoves detect or suspect the presence of prohibited goods, it may immediately interrupt the Service, refuse or isolate the package, carry out security checks, inform the competent authorities and retain the amounts paid as compensation for the costs incurred.

8.7 The insertion, even partial, of prohibited goods constitutes a serious breach. The relevant consequences in terms of exclusion of liability and termination of the Contract are governed, respectively, by artt. 12.4 lett. a) and 12.11.

9. Hand-over

9.1 The Customer fully assumes the risk relating to the placement of the packages at the collection location until effective hand-over to the Smoves operator.

9.2 Smoves may move the package between suitable premises in its own availability or in that of authorised parties, maintaining traceability and integrity.

10. No-show and re-delivery

10.1 Any further re-delivery attempt requested by the Customer will be subject to a new tariff in accordance with the price list in force at the time of rescheduling.

11. Right of retention

11.1 Smoves shall have the right of retention on the stored packages until full payment of any sum owed by the Customer on any basis under this Contract.

12. Liability limits and complaints

12.1 Smoves undertakes to: collect the packages according to the agreed terms; store them with the qualified professional diligence required by art. 1176, paragraph 2, of the Italian Civil Code from the operator of the sector, in suitable premises in the availability of the owner or of authorised parties; maintain the traceability and security of each package by means of a unique label and tamper-evident Seal; re-deliver the package in the state in which it was received, except for natural deterioration and wear not attributable to Smoves; manage Complaints according to the procedure under points 12.6-12.8.

12.2 Smoves' overall liability, on any basis or cause connected with the Service, shall in no case exceed the amount actually paid by the Customer for the individual damaged package and in any case within the maximum limit of 100.00 euros.

12.3 The limit under point 12.2 does not apply in case of wilful misconduct or gross negligence of Smoves, its own or of its auxiliaries pursuant to art. 1228 of the Italian Civil Code, nor in cases where the law prohibits its application. In relations with the Customer consumer, any clause that excludes or limits Smoves' liability for wilful misconduct or gross negligence shall be deemed not affixed, pursuant to art. 33, paragraph 2, lett. a), of the Italian Consumer Code.

12.4 Smoves is also not liable for delays in re-delivery due to traffic, weather events, strikes, unavailability of access to buildings, administrative restrictions or other operational circumstances not reasonably foreseeable or avoidable with ordinary diligence.

12.5 The exclusions under point 12.4 do not operate in case of wilful misconduct or gross negligence of Smoves. The mandatory rules for consumer protection remain unaffected.

12.6 The Customer must immediately have any Damage noted by the operator, where possible, at the time of re-delivery; in any case, the Customer may submit a written Complaint to Smoves within the following terms:

- for Damage visible at the time of re-delivery: within 24 hours from re-delivery itself;
- for hidden Damage, not recognisable at the time of re-delivery with ordinary diligence: within 8 days from re-delivery or, if later, from the discovery of the Damage, and in any

case within such term.

12.7 Failure to transmit the requested photographic documentation or the absence of the package and original seal shall entail forfeiture of the right to complain, except as otherwise provided by mandatory law.

12.8 In case of acceptance, even partial, of the Complaint, the refund to the Customer of the amount recognised shall take place according to the terms and timing under art. 5.6, or, by agreement, by reduction or reversal of the consideration for the Service if still in progress. The right of the Customer consumer to resort to ADR procedures and to the judicial Authority under art. 17.3 remains unaffected.

12.9 Smoves keeps, for each package, internal traceability (unique code, association with the booking and with the Customer, movements between premises, Complaint events) and makes it available to the Customer within the limits of compliance with privacy law. The liability regime of the depositary pursuant to artt. 1768-1780 of the Italian Civil Code remains applicable to the extent not otherwise provided.

12.10 As of now, Smoves does not operate under insurance coverage for liability towards the Customer or for the goods in custody. This circumstance does not affect liability within the limits of law and contract, and is reported for transparency.

12.11 The following constitute grounds for termination of the Contract by operation of law pursuant to art. 1456 of the Italian Civil Code, upon written notice:

- breach of art. 8 (prohibited items);
- false declarations made during booking or under art. 7;
- failure to pay the consideration;
- breach of the Customer's substantial obligations on storage, re-delivery and abandoned goods.

13. Suspension of the Service

13.1 Smoves may temporarily suspend the Service, without obligation of compensation, in the presence of technical, organisational, security or force majeure needs.

14. Prevailing language

14.1 The official language of the Contract is Italian. Any translations are for informational purposes only and, in case of interpretative conflict, the Italian version prevails.

15. Data and privacy

15.1 The processing of the Customer's personal data is governed by the Privacy Policy (www.smoves.it/en/privacy); the use of cookies by the Cookie Policy (www.smoves.it/en/cookies).

16. Amendments to the Contract

16.1 Smoves may amend these T&C for regulatory, organisational or service needs, giving notice on the website and, for Customers in an ongoing relationship, by email with reasonable advance notice. The amendments apply to bookings subsequent to their publication.

16.2 For contracts already concluded, amendments unfavourable to the Customer do not apply without express acceptance.

17. Applicable law, forum and ADR

17.1 This Contract is governed by Italian law.

17.2 For any dispute arising from the Contract, the court of the Customer consumer's place of residence or domicile shall have exclusive jurisdiction, pursuant to art. 66-bis of the Italian Consumer Code.

17.3 The possibility of resorting to alternative dispute resolution (ADR) procedures and to the European Commission's ODR platform is always reserved: <https://ec.europa.eu/consumers/odr/>.

17.4 Unless otherwise provided, communications between the Parties take place by email at the addresses indicated during booking, for Smoves at info@smoves.it. Communications requiring a qualified form are sent by registered mail with return receipt or, where available, by certified electronic mail (PEC). info@smoves.it

Annex A — Full list of prohibited items

A.1 The Customer may not insert in the packages entrusted to Smoves, in whole or in part, the following goods:

- Money and valuables: cash, foreign currency, cheques, credit notes, bearer securities, credit, debit or prepaid cards, vouchers, coupons and the like;
- Jewellery and precious items: jewellery, valuable watches, precious stones, precious metals in any form, goldsmith items;
- Original documents and identity papers: passports, identity cards, driving licences, permits, original certificates, notarial deeds, wills, original contracts, original study documents, original tax documents;
- Electronic devices: laptops and desktops, notebooks, MacBooks, tablets, smartphones, smartwatches, consoles, cameras, drones, readers, hard drives, peripherals and any other electronic device;
- Goods of unit value exceeding the liability limit: any item of value exceeding 100.00 euros per package, except as otherwise agreed in writing and within the limits of art. 12;
- Medicines and medical devices: over-the-counter and prescription drugs, supplements, medical devices, parapharmaceutical substances;
- Food and liquids: packaged or loose food, beverages, bottles, containers with liquids of any nature;
- Fragile or perishable goods: items in glass, ceramic, crystal, porcelain, musical instruments, items easily damaged by impact, temperature or humidity;
- Artworks, collectibles and cultural goods: paintings, sculptures, prints, art photographs, antique or rare books, collectible items, goods of historical or artistic interest, goods protected under Italian Legislative Decree 42/2004;
- Hazardous materials: flammable, explosive, oxidising, corrosive, toxic, radioactive substances, gases under pressure, fireworks, lighters in quantity, solvents, paints;
- Weapons and ammunition: proper and improper weapons, replicas, ammunition, weapon parts, items subject to firearms licence or declaration;
- At-risk batteries and accumulators: damaged, swollen or non-intact lithium batteries, non-sealed accumulators;

- Biological and organic material: live or dead animals, animal parts, plants, seeds, soil, human or animal biological material, organic waste;
- Illegal substances: narcotics, psychotropic substances, precursors, products whose possession, circulation or trade is prohibited or restricted by law;
- Goods of unlawful origin: proceeds of crime, counterfeit goods, items subject to seizure, attachment or other restriction;
- Any other goods whose possession, storage or transport is prohibited, regulated or subject to authorisation by Italian and European law.

A.2 The list is illustrative as to the category, exhaustive as to the exclusion: in case of doubt as to whether an item falls within one of the categories, the Customer is required to seek clarification in advance at info@smoves.it.