

BIDART HEALTH SERVICES, LLC
d/b/a Discreet STD

TERMS OF SERVICE

Effective Date: January 1, 2026

1. ACCEPTANCE OF TERMS

These Terms of Service (“Terms”) govern your access to and use of the website, online forms, eligibility assessment, testing services, payment processes, communications, and related online services operated by Bidart Health Services, LLC d/b/a Discreet STD (“BHS,” “we,” “us,” or “our”).

By accessing or using our website or services, creating an account, submitting an eligibility assessment, requesting services, placing an order, making a payment, communicating with BHS through the website, or otherwise using our online services, you agree to these Terms. If you do not agree to these Terms, you should not use the website or services.

2. WHO WE ARE

Bidart Health Services, LLC is a healthcare provider licensed in the State of Florida. Discreet STD is an online testing program operated by BHS. BHS may also provide other healthcare services, including primary care, telehealth, online healthcare services, and related healthcare services.

BHS is not a laboratory. Laboratory testing is performed by independent contracted clinical laboratories. BHS may coordinate laboratory orders, receive or review laboratory results, communicate results or recommendations, and provide follow-up services when clinically appropriate.

3. ELIGIBILITY

Our services are available only to individuals eighteen (18) years of age or older. By using the website or services, you represent and warrant that you are at least eighteen (18) years old and legally able to enter into these Terms.

Our services are intended for individuals located in the State of Florida at the time services are requested or provided. By using the services, you represent that the information you provide is accurate and that you are eligible to receive services through BHS.

BHS does not provide services to minors through this website. Although Florida law includes specific provisions regarding minors and sexually transmissible disease services, BHS has chosen to limit this website and its services to adults age eighteen (18) or older.

4. NOT FOR EMERGENCIES

The website and services are not intended for emergencies, urgent medical conditions, or situations requiring immediate medical attention. Do not use the website, online forms, email, text messaging, portal messages, or other electronic communications for emergencies.

If you believe you are experiencing a medical emergency, call 911 or seek emergency care immediately.

5. NATURE OF SERVICES

The Discreet STD program allows eligible patients to request certain sexually transmitted infection or sexually transmitted disease testing services online. Services may include online intake or questionnaire review, eligibility assessment, laboratory order coordination, laboratory result review, patient

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communication, treatment recommendations when clinically appropriate, and follow-up options.

Submitting an assessment or request does not guarantee that a laboratory order, prescription, treatment, or service will be provided. BHS may decline, cancel, modify, or require additional clinical evaluation for any request when BHS determines that the requested service is not appropriate, incomplete, outside the scope of the service, inconsistent with clinical judgment, or not permitted by applicable law or policy.

6. NO REPLACEMENT FOR PRIMARY CARE OR EMERGENCY CARE

The Discreet STD program is limited in scope and is not a substitute for comprehensive primary care, emergency care, urgent care, ongoing medical management, or a full in-person physical examination. You should seek appropriate medical care from a qualified healthcare provider for symptoms, conditions, exposures, or concerns that require evaluation beyond the services offered through this website.

If you have severe symptoms, pelvic pain, testicular pain, fever, pregnancy-related concerns, symptoms of serious infection, possible sexual assault, possible HIV exposure requiring urgent post-exposure prophylaxis, or any other urgent medical concern, you should seek urgent or emergency medical care immediately.

7. PATIENT RESPONSIBILITIES

You are responsible for providing true, accurate, current, and complete information when using the website or services. This includes your identity, age, contact information, location, health history, symptoms, medications, allergies, pregnancy status when applicable, relevant exposures, requested tests, and any other information requested by BHS.

You are responsible for reviewing information provided to you, following instructions, attending laboratory appointments when applicable, monitoring communications from BHS, reviewing results, seeking follow-up care when recommended, and seeking urgent or emergency care when needed.

BHS is not responsible for delays, errors, missed communications, inappropriate test selection, or clinical limitations caused by inaccurate, incomplete, outdated, or false information provided by you.

8. LABORATORY SERVICES

BHS is not a laboratory. Laboratory testing is performed by independent contracted clinical laboratories. BHS may transmit laboratory orders, coordinate testing, receive or review results, and communicate with patients regarding results or follow-up when appropriate.

Laboratories may have their own identity verification, specimen collection, specimen rejection, processing, turnaround time, reporting, privacy, legal, and operational requirements. You may be required to present identification or comply with laboratory procedures at the time of specimen collection.

Laboratory turnaround times are estimates only and are not guaranteed. Delays may occur due to laboratory operations, specimen issues, patient identification issues, technology issues, reporting delays, holidays, public health reporting requirements, or circumstances outside BHS's control.

9. PAYMENT, INSURANCE, AND LABORATORY PAYMENT ARRANGEMENTS

The Discreet STD program operates as a cash-pay service. Insurance is not accepted or processed for services under this program. Patients pay BHS directly for services ordered through the Discreet STD program.

Laboratory testing is performed by independent contracted laboratories, and BHS manages payment arrangements with those contracted laboratories for tests ordered through the Discreet STD program. Patients are not responsible for paying the laboratory directly for tests ordered through the Discreet STD program. If a patient makes a separate payment directly to a laboratory despite these instructions, BHS is not responsible

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for that separate payment and may not be able to control, reverse, or refund payments made directly to the laboratory.

BHS does not submit insurance claims for professional services. For healthcare services outside the Discreet STD program, laboratory billing arrangements may differ and may be made directly between the patient and the independent laboratory when applicable.

10. REFUNDS, CANCELLATIONS, AND SERVICE CHANGES

Because services may involve clinical review, administrative processing, laboratory order coordination, technology use, and payment arrangements with contracted laboratories, fees may become non-refundable once an order, assessment review, laboratory requisition, or service process has begun.

BHS may, in its discretion, issue refunds, credits, cancellations, or order changes when appropriate and feasible. BHS may decline refunds when services have already been rendered, laboratory orders have been issued, payment arrangements have been initiated, the patient provided incorrect information, the patient failed to appear at the laboratory, the patient completed testing, or the issue is outside BHS's control.

BHS may cancel or modify a service request if the request is incomplete, clinically inappropriate, outside the scope of services, not legally permitted, affected by laboratory limitations, affected by inaccurate information, or otherwise not feasible.

11. TEST RESULTS AND FOLLOW-UP

BHS may receive, review, and communicate laboratory results when available. Result availability may vary and is not guaranteed within a specific timeframe.

Negative, positive, inconclusive, abnormal, indeterminate, or delayed results may require follow-up testing, clinical evaluation, treatment, partner notification, public health reporting, or referral to another healthcare provider. You are responsible for reviewing your results and following any instructions or recommendations provided.

A negative test result does not always rule out infection, recent exposure, incubation-period limitations, window-period limitations, specimen issues, or future risk. You should seek clinical guidance if you have symptoms, ongoing exposure risk, recent exposure, or concerns despite a negative result.

12. HIV TESTING AND CONSENT

If HIV testing is selected or requested, the patient must specifically request and consent to HIV testing through the applicable online intake, checkout, test authorization, or consent process. The HIPAA Notice of Privacy Practices, Privacy Policy, and these Terms do not replace any consent or authorization that may be required for specific testing, treatment, or services, including HIV testing when applicable.

By selecting HIV testing and completing the applicable consent process, you acknowledge that you are requesting HIV testing, understand the purpose and limitations of HIV testing, understand that results may be negative, positive, indeterminate, or require additional testing, and understand that positive HIV results may be reported to the appropriate public health authorities as required by law.

13. COMMUNICABLE DISEASE AND PUBLIC HEALTH REPORTING

14.

Certain communicable diseases, sexually transmitted infections, HIV/AIDS, and other reportable conditions may be required to be reported to public health authorities under federal or Florida law. BHS may disclose information when required or permitted by law, including reporting to the Florida Department of Health or other appropriate public health authorities.

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15. PRESCRIPTIONS AND TREATMENT

BHS may provide treatment recommendations or prescribe medication when clinically appropriate, legally permitted, and within the provider's scope of practice. A prescription is not guaranteed.

BHS may decline to prescribe medication or may require additional evaluation, telehealth consultation, in-person care, referral, repeat testing, confirmatory testing, or other clinical steps before treatment is provided. You are responsible for disclosing allergies, current medications, medical conditions, pregnancy status when applicable, and other information necessary for safe prescribing.

16. TELEHEALTH AND ONLINE SERVICES

Some services may be provided through telehealth, online forms, electronic communications, secure portals, telephone, text messaging, email, or other online systems. By using these services, you understand that information will be transmitted electronically as part of providing and coordinating services.

BHS uses administrative, technical, and physical safeguards designed to protect information and support patient privacy and confidentiality. However, no method of electronic transmission or storage can be guaranteed to be completely secure.

17. PRIVACY AND HIPAA

Your privacy is important to BHS. Information collected through the website or services may include Protected Health Information ("PHI") under HIPAA. PHI is handled in accordance with our HIPAA Notice of Privacy Practices, Privacy Policy, and applicable law.

Our Privacy Policy explains general website privacy practices. Our HIPAA Notice of Privacy Practices explains how BHS may use and disclose PHI and describes your HIPAA rights.

18. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS

You agree that electronic signatures, checkboxes, acknowledgments, consents, authorizations, submissions, and electronic records may be used in connection with the website and services when permitted by applicable law.

Electronic records and signatures may have the same legal effect as paper records and handwritten signatures when permitted by applicable federal and Florida law, including the federal E-SIGN Act and the Florida Electronic Signature Act.

19. USER ACCOUNT AND SECURITY

You may be required to create an account or use a portal to access certain services. You are responsible for maintaining the confidentiality of your login credentials, email account, phone, device, and any account used to access BHS services.

You agree not to share your account credentials with others, access another person's account, submit false information, interfere with website security, misuse the website, or use the website for unlawful or unauthorized purposes.

You must notify BHS promptly if you believe your account or information has been compromised.

20. PROHIBITED USES

You agree not to use the website or services to submit false, misleading, fraudulent, or incomplete

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information; impersonate another person; request services for another person without authorization; misuse laboratory orders; interfere with website operations; attempt unauthorized access; copy or misuse website content; violate applicable laws; or use the services in a way that may harm BHS, patients, laboratories, vendors, or others.

21. LIMITATIONS OF ONLINE SERVICES

Online services have limitations. BHS may not be able to evaluate all conditions, symptoms, exposures, risks, or medical needs through online forms or limited electronic communications. BHS may recommend or require telehealth, in-person evaluation, urgent care, emergency care, specialist referral, public health follow-up, or other services.

You should not delay seeking medical care because of information received through the website or because you are waiting for laboratory testing, results, messages, or follow-up from BHS.

22. WEBSITE CONTENT

Information on the website is provided for general informational purposes and to support access to services. Website content is not a substitute for individualized medical advice, diagnosis, or treatment unless specifically provided to you by a licensed healthcare provider in connection with your care.

BHS may update, remove, revise, or modify website content at any time.

23. THIRD-PARTY SERVICES AND LINKS

The website may include links to third-party websites or services or may rely on third-party vendors, payment processors, laboratories, communication tools, or technology systems. BHS is not responsible for the content, privacy practices, security practices, availability, or operations of third-party websites or services that are not operated by BHS.

24. AVAILABILITY OF SERVICES

BHS does not guarantee that the website, portal, forms, payment systems, communications, laboratory coordination, or services will be available at all times or without interruption. Services may be delayed, unavailable, modified, suspended, or discontinued due to maintenance, technology issues, vendor issues, laboratory issues, legal requirements, clinical concerns, or circumstances outside BHS's control.

25. DISCLAIMERS

To the extent permitted by law, the website and online services are provided without warranties of uninterrupted availability, error-free operation, guaranteed laboratory turnaround time, guaranteed clinical outcome, guaranteed diagnosis, guaranteed treatment, or guaranteed suitability for every patient or condition. Nothing in these Terms is intended to limit rights that cannot be limited under applicable law or to waive professional obligations that apply to licensed healthcare providers.

26. LIMITATION OF LIABILITY

To the extent permitted by applicable law, BHS is not responsible for indirect, incidental, consequential, special, exemplary, or punitive damages arising from use of the website or services, technology failures, communication delays, laboratory delays, third-party actions, inaccurate information provided by the patient, patient failure to follow instructions, or matters outside BHS's reasonable control.

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This limitation does not apply where prohibited by law and does not limit professional duties that apply to licensed healthcare providers.

27. INDEMNIFICATION

To the extent permitted by law, you agree to be responsible for losses, damages, liabilities, claims, or expenses arising from your misuse of the website or services, violation of these Terms, submission of false or misleading information, unauthorized use of another person's information, or violation of applicable law.

28. GOVERNING LAW

These Terms are governed by the laws of the State of Florida, without regard to conflict-of-law principles. Any dispute arising from these Terms or use of the website or services shall be handled in accordance with applicable Florida and federal law.

29. CHANGES TO THESE TERMS

BHS reserves the right to update or modify these Terms at any time. Any revised Terms will be posted on our website and will be effective as of the date stated in the updated Terms. Your continued use of the website or services after updated Terms are posted means you accept the updated Terms.

30. CONTACT INFORMATION

For questions about these Terms of Service, account support, order-related questions, payment questions, laboratory coordination, or general support, you may contact:

Bidart Health Services, LLC d/b/a Discreet STD

Email: support@bidarths.com

For privacy-related questions, requests regarding your information, or privacy-related complaints, you may contact:

Privacy Officer

Bidart Health Services, LLC d/b/a Discreet STD

Email: privacy@bidarths.com

For medical emergencies, call 911 or seek emergency care immediately.