Senator ..... moves to amend S.F. No. 4696 as follows:

Delete everything after the enacting clause and insert:

"Section 1. **[325M.40] STOP HARMS FROM ADDICTIVE SOCIAL MEDIA.**

Subdivision 1. **Definitions.** (a) For purposes of this section, the following terms have the meanings given.

(b) "Account holder" means a resident of the state who has an account or a profile with a covered social media platform with a unique identifier during any period in which that covered social media platform knows or should reasonably know the account holder is physically located in the state.

(c) "Addictive interface features" means:

(1) infinite scrolling meaning either continuously loading content, content that loads as the account holder scrolls down the page without the need to open a separate page, seamless content, or the use of pages with no visible or apparent end or page breaks;

(2) display of a profile-based feed;

(3) push notifications, whether audible, visual, or tactile, designed to call the attention of the account holder to newly posted content, user responses to content posted by the account holder, or other specific activities or events related to the account holder's account, but not including notifications for the purposes of alerting the account holder to incoming calls, text messages, email messages, or similar messages sent by human contact and delivered by means of any application;

(4) autoplay video or video that begins to play without the account holder first clicking on the video or on a play button for that video;

(5) display of personal metrics that indicate the number of times other users have clicked a button or taken other action to indicate their reaction to content posted by the account holder or have shared or reposted content posted by the account holder; or

(6) display of awards, badges, tiers, or any form of recognition of the account holder based on hours spent by the account holder on the covered social media platform, numbers of followers, numbers of postings, frequency or regularity of postings, or any other metric of usage or performance on the covered social media platform.

(d) "Child" means an individual who is age 15 or younger and residing in Minnesota.

(e) "Covered social media platform" means a social media platform that earned at least $1,000,000,000 in advertising revenues worldwide in one or more of the preceding three years.

(f) "Minor" means an individual who is under the age of 18.

(g) "Paid commercial advertising" is advertising for which the covered social media platform receives compensation of any sort in return for displaying the advertising and that seeks to encourage the account holder to purchase a product or service or otherwise engage in a commercial transaction or to follow a link to a website that encourages the account holder to engage in a commercial transaction.

(h) "Parent" means any parent under state law or any legal guardian or legal custodian of a child who is a resident of the state.

(i) "Personal information" means information about an account holder collected online that comprises personal information within the meaning of the Children's Online Privacy Protection Act, United States Code, title 15, section 6501(8), and the implementing regulations at Code of Federal Regulations, title 16, section 312.2. Personal information also includes any record of or derived from online activity or history, search history, or online communications of an account holder with respect to any application, website, or covered social media platform; any photograph or biometric information that is used or could reasonably be used to identify the account holder, including but not limited to fingerprints, voiceprints, iris or retina imagery scans, facial templates, or gait imagery or metrics; and any geolocation information associated with an account holder or with a device of an account holder. Personal information does not include an express search term, request, or selection submitted by the account holder during the current session on the covered social media platform; an identifier used solely for the purpose of directing personal communications to or from the account holder; information that comprises account holder-selected or parent-selected settings relating to privacy, accessibility, or blocking of age-inappropriate content; or technical information concerning the account holder's device.

(j) "Profile-based feed" means a feed in which the material presented has been selected or prioritized by the covered social media platform for display to an account holder based in whole or in part on personal information of that account holder, except that inclusion in a feed of content created by a third party that is displayed to the account holder because the account holder has taken an affirmative step to select the third party's content for inclusion in the feed displayed to the account holder, such as by following, friending, or engaging in similar actions in relation to the third party and not otherwise selected or prioritized for

display to the account holder based on personal information, shall not render the feed a profile-based feed. Additionally, exclusion by a covered social media platform of certain content from the feed of an account holder based on information about or any estimate of the age of an account holder solely for the purpose of excluding content that (1) is obscene as to children age 15 or younger, or (2) by policy of the covered social media platform is not suitable for presentation to children of that age shall not render that feed a profile-based feed.

(k) "Social media platform" means an Internet website or application that is open to the public, allows a user to create an account, enables an account holder to communicate with other users for the primary purpose of posting and viewing information, comments, messages, images, or videos, and utilizes addictive interface features, provides profile-based feeds, or utilizes personal information to display targeted paid commercial advertising. Social media platform does not include:

(1) a broadband Internet access service as defined by the Federal Communications Commission;

(2) an online service, website, or application where the exclusive function is the support of communications, including email, video conference capabilities, or direct messaging consisting of text, photographs, pictures, images, or videos only between the sender and recipients specifically identified by the sender, without displaying or posting publicly or to other users not specifically identified as the recipients by the sender;

(3) an online service, application, or website with content consisting primarily of information or content that is not user generated; or

(4) a streaming service, online video game, e-commerce, or other Internet website where the content is not user generated but where interactive functions enable chat, comments, reviews, or other interactive functionality that is incidental to, directly related to, or dependent upon providing the content.

(l) "Targeted paid commercial advertising" means paid commercial advertising that has been selected or prioritized for display to an account holder based in whole or in part on account activity or personal information of the account holder by or with the participation of the covered social media platform, except that advertising selected for display to an account holder shall not constitute targeted paid commercial advertising if that selection process considers information about or an estimate of the age of the account holder solely for the purpose of excluding advertisements that by law or policy of the covered social media platform are not suitable for presentation to a child of that age.

(m) "Verifiable parental consent" has the meaning established in the Children's Online Privacy Protection Act, United States Code, title 15, section 6501(9), and the implementing regulations under Code of Federal Regulations, title 16, section 312.5.

Subd. 2. **Age estimation; requirements.** (a) When a new account holder has been on the covered social media platform for 25 hours or more within a six-month period, the covered social media platform has 14 days to estimate the age of the account holder using reasonable efforts, taking into consideration available technology and the data in the possession of the covered social media platform. If the covered social media platform is able to conclude with a percentage confidence score of 80 percent or greater that the user is 16 years old or older, the covered social media platform may treat the account holder to be other than a child for purposes of this section. Otherwise, the covered social media platform must treat the account holder as a child for purposes of this section.

(b) When a new account holder has been on the covered social media platform for 50 hours or more within a six-month period, the covered social media platform has 14 days to use reasonable efforts to revise the covered social media platform's initial estimate of the age of the account holder. If the covered social media platform is able to conclude with a percentage confidence score of 90 percent or more that the account holder is 16 years old or older, the covered social media platform may treat the account holder to be other than a child for purposes of this section. Otherwise, the covered social media platform must treat the account holder as a child for purposes of this section.

(c) A covered social media platform shall update its estimate of the age of each account holder after every six months that the account holder is on the platform, or as often as the covered social media platform applies any form of data analytics or artificial intelligence to update the covered social media platform's estimate of any other demographic characteristics of the account holder for any reason, whichever period is shorter. If the covered social media platform is able to conclude with a percentage confidence score of 90 percent or more that the account holder is 16 years old or older, the covered social media platform may treat the account holder to be other than a child for purposes of this section. Otherwise, the covered social media platform must treat the account holder as a child for purposes of this section.

(d) Nothing in this section shall be construed to create any duty on the part of a covered social media platform to request, collect, or retain any information from or about any account holder, except as provided under subdivision 7. The age estimate required by this section shall be derived based on information collected and retained by the covered social media platform in the ordinary course of operation of the covered social media platform, and a

covered social media platform shall have no obligation under this section to estimate the age of an account holder who has had an account with the covered social media platform continuously for at least seven years or to take any action with respect to the account.

Subd. 3. **Creation and maintenance of account of a child.** (a) A covered social media platform shall require applicants for an account to provide the month and year of their birth date as part of the account application process, and shall not provide a default birthdate in any form or query used to obtain that information.

(b) A covered social media platform may not create an account for a user identified as a child pursuant to this section, or change the terms and conditions of an account of a child, without first obtaining verifiable parental consent. A covered social media platform that is required to treat an account holder as a child pursuant to subdivision 2 must not maintain an account of a child without verifiable parental consent consistent with the process in subdivision 6, paragraph (c). Information collected for the purpose of obtaining verifiable parental consent shall not be used for any purpose other than obtaining verifiable parental consent and shall not be sold, transferred, or disclosed, except to the extent necessary to comply with any other applicable state or federal law or regulation.

(c) A covered social media platform shall provide clear, simple, and easy-to-locate information through a link about the creation or maintenance of an account of a child and include that information in the terms and services agreement.

Subd. 4. **Privacy and parental limitations for account of a child.** (a) An account for a child shall have all privacy settings set by default at the most private levels.

(b) A covered social media platform may not change the privacy settings of an account of a child without first obtaining verifiable parental consent for the change so long as the account holder remains a child.

(c) In the course of obtaining verifiable parental consent for the establishment or continuation of an account of a child, a covered social media platform shall prominently provide and explain an option for the parent to:

(1) monitor the amount of time the child spends using the covered social media platform;

(2) set daily and weekly time limits on use of the covered social media platform; and

(3) set limits on times of day when the covered social media platform can be accessed by the child.

Subd. 5. **Prohibition on addictive interface; presentation of paid commercial advertising.** (a) A covered social media platform may not present addictive interface features in the display or feed of any account of a child.

(b) A covered social media platform may not present targeted paid commercial advertising in the display or feed of any account of a child.

Subd. 6. **Termination of an account of a child.** (a) A covered social media platform shall terminate an account of a child within no more than seven days after receipt of a request for termination from the account holder.

(b) A covered social media platform shall terminate the account of a child within 14 days of the receipt of a request for termination from a parent of the account holder. Upon receipt of the parent's request, the covered social media platform shall verify that the requesting party is a parent of the account holder by whatever means of verification the covered social media platform uses for purposes of ascertaining the validity of verifiable parental consent. A covered social media platform shall provide clear, simple, and easy-to-locate means for the parent of any child to request termination of any account of a child.

(c) A covered social media platform must terminate an account if it concludes, consistent with the age estimation requirements in subdivision 2, that an account holder is a child unless verifiable parental consent is obtained for the account. The covered social media platform shall provide 30 days from the date of the notice for the account holder to dispute the age classification and complete an age verification process or to provide verifiable parental consent. If an account holder disputes his or her classification as a child, a covered social media platform may rely on any commercially reasonable age verification process to resolve the dispute. A covered social media platform shall make a reasonable determination of the dispute within 30 days of the completion of the age verification. In the event a covered social media platform concludes after considering a dispute and the result of any age verification that the covered social media platform is obligated to terminate an account, it shall terminate that account within seven days of making that determination.

Subd. 7. **Verifiable parental consent; documentation.** A covered social media platform must retain documentation sufficient to reasonably establish that it has obtained verifiable parental consent as required under this section.

Subd. 8. **Contracts.** (a) Contracts formed in violation of this section are void and unenforceable. No part of this section may be waived in a contract or terms of service agreement.

(b) If a covered social media platform permits a child to open or continue an account on the platform in the absence of parental consent sufficient for the formation of a binding contract with a minor under ordinary principles of contract law under the laws of this state, any purported contract pertaining to the account is void and unenforceable as contrary to public policy, including but not limited to any arbitration provision, limitation of liability, or limitation of remedies, without regard to whether the covered social media platform had actual or constructive knowledge that the account holder was a child.

Subd. 9. **Enforcement; remedies.** (a) A child or parent shall have a private right of action for a violation of this section. The court may award declaratory or injunctive relief, general and special damages, court costs and fees, reasonable attorney fees, and any other appropriate relief as a result of a negligent, reckless, or knowing violation of this section.

(b) If a covered social media platform's violation was reckless or knowing, a child or parent who prevails on a claim based on any violation of this section shall be entitled to recover actual damages or $10,000 in statutory damages, whichever is greater.

(c) If a covered social media platform's violation was part of a consistent pattern of reckless or knowing conduct, punitive damages may be awarded.

(d) A covered social media platform shall not be liable for any violation of this section if it has used reasonable efforts, taking into consideration available technology and the data in possession of the covered social media platform, to comply with the requirements of this section.

(e) A civil action for damages for a violation of this section must be brought within three years of the date the plaintiff knew, or reasonably should have known, of the alleged violation. However, this limitation period for the action shall be tolled until the holder of an account of a child reaches the age of 18.

Subd. 10. **Deceptive trade practices.** Any knowing or reckless violation of this section shall constitute a deceptive trade practice and a violation of section 325D.44. The attorney general shall have enforcement authority under section 8.31.

EFFECTIVE DATE. This section is effective July 1, 2027, and applies to accounts created before, on, or after that date."

Amend the title accordingly