

IN THE HOUSE OF REPRESENTATIVES

HOUSE BILL NO. 542, As Amended in the Senate

BY STATE AFFAIRS COMMITTEE

AN ACT

1 RELATING TO THE STOP HARMS FROM ADDICTIVE SOCIAL MEDIA ACT; AMENDING TITLE
2 48, IDAHO CODE, BY THE ADDITION OF A NEW CHAPTER 21, TITLE 48, IDAHO
3 CODE, TO PROVIDE A SHORT TITLE, TO DEFINE TERMS, TO ESTABLISH PROVISIONS
4 REGARDING AGE ESTIMATION AND IDENTIFICATION OF CHILDREN, TO ESTABLISH
5 PROVISIONS REGARDING LIMITATIONS AND REQUIREMENTS FOR SOCIAL MEDIA
6 ACCOUNTS FOR CHILDREN, TO PROVIDE FOR REMEDIES AND ENFORCEMENT, AND TO
7 PROVIDE EXCLUSIONS AND PROHIBITIONS ON CERTAIN WAIVERS; PROVIDING SEV-
8 ERABILITY; AND DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE.
9

10 Be It Enacted by the Legislature of the State of Idaho:

11 SECTION 1. That Title 48, Idaho Code, be, and the same is hereby amended
12 by the addition thereto of a NEW CHAPTER, to be known and designated as Chap-
13 ter 21, Title 48, Idaho Code, and to read as follows:

14 CHAPTER 21

15 STOP HARMS FROM ADDICTIVE SOCIAL MEDIA ACT

16 48-2101. SHORT TITLE. This chapter shall be known and may be cited as
17 the "Stop Harms from Addictive Social Media Act."

18 48-2102. DEFINITIONS. As used in this chapter:

19 (1) "Account holder" means a resident of Idaho who has an account or a
20 profile with a covered social media platform, which is associated by the cov-
21 ered social media platform with a unique identifier, during any period in
22 which a covered social media platform knows or should reasonably know that
23 the resident is physically located in Idaho.

24 (2) "Addictive interface features" means any of the following:

25 (a) Infinite scrolling, which means either:

26 (i) Continuously loading content, which is content that loads as
27 the account holder scrolls down the page without the need to open a
28 separate page; or

29 (ii) Seamless content, which is content that uses pages with no
30 visible or apparent end or page breaks;

31 (b) Display of a profile-based feed;

32 (c) Push notifications, whether audible, visual, or tactile, designed
33 to call the attention of the account holder to newly posted content or to
34 responses to content posted by the account holder or designed to inform
35 the account holder about other specific activities or events related to
36 the account holder's account; however, this does not include notifica-
37 tions for the purposes of alerting the account holder to incoming calls,
38 text messages, email messages, or similar messages sent by human con-
39 tacts and delivered by means of any application;

1 (d) Auto-play video, which is video that begins to play without the ac-
2 count holder first clicking on the video or on a play button for that
3 video;

4 (e) Display of personal metrics that indicate the number of times other
5 users have clicked a button or taken other action to indicate their re-
6 action to content posted by the account holder or that they have shared
7 or reposted content posted by the account holder; or

8 (f) Display of awards, badges, tiers, or any other form of recognition
9 of the account holder based on hours spent by the account holder on the
10 social media platform, number of followers, number of postings, fre-
11 quency or regularity of postings, or any other metric of usage or per-
12 formance on the social media platform.

13 (3) "Child" means a resident of Idaho who is sixteen (16) years of age or
14 younger.

15 (4) "Covered social media platform" means a social media plat-
16 form, including any parent, subsidiary, or affiliate of the social media
17 platform, that has collectively generated at least one billion dollars
18 (\$1,000,000,000) in advertising revenues worldwide in one (1) or more of the
19 preceding three (3) years.

20 (5) "First trigger date" means, with respect to each account holder and
21 each covered social media platform, the first date when the account holder
22 has used the covered social media platform for twenty-five (25) cumulative
23 hours within a six (6) month period, following the effective date of this
24 chapter.

25 (6) "Minor" means a resident of Idaho who is under the age of majority
26 but does not include emancipated minors.

27 (7) "Notice to a parent" shall have the same meaning as established in
28 15 U.S.C. 6501 and implementing regulations pursuant to 16 CFR 312.4.

29 (8) "Paid commercial advertising" means advertising for which the so-
30 cial media platform receives compensation of any sort in return for display-
31 ing and that seeks to encourage the account holder to purchase a product or
32 service or otherwise engage in a commercial transaction or to follow a link
33 to a website that encourages the account holder to engage in a commercial
34 transaction.

35 (9) "Parent" includes any legal guardian of a minor.

36 (10)(a) "Personal information" means information about an account
37 holder collected online that comprises personal information pursuant
38 to 15 U.S.C. 6501(8) and additionally includes:

39 (i) Any record of or information derived from online activity or
40 history, search history, or online communications of an account
41 holder with respect to any application, website, or social media
42 platform;

43 (ii) Any photograph or biometric information that is used or could
44 reasonably be used to identify the account holder, including but
45 not limited to fingerprints, voiceprints, iris or retina imagery
46 scans, facial templates, and gait imagery or metrics; and

47 (iii) Any geolocation information associated with an account
48 holder or with a device of an account holder.

49 (b) "Personal information," for the purposes of this chapter, does not
50 include:

1 (i) An express search term, request, or selection submitted by
2 the account holder during the current session on the covered so-
3 cial media platform;

4 (ii) An identifier used solely for the purpose of directing per-
5 sonal communications to or from the account holder; or

6 (iii) Information that comprises account holder-selected or par-
7 ent-selected settings relating to privacy, accessibility, or
8 blocking of age-inappropriate content or relating to technical
9 information concerning the account holder's device.

10 (11) (a) "Profile-based feed" means a feed in which the material pre-
11 sented has been selected or prioritized by the social media platform for
12 display to an account holder based in whole or in part on personal infor-
13 mation of the account holder.

14 (b) Content created by a third party that is displayed to the account
15 holder because the account holder has taken an affirmative step to se-
16 lect the third party's content for inclusion in the feed displayed to
17 the account holder, such as by "following," "friending," or engaging in
18 a similar action in relation to the third party, and not otherwise se-
19 lected or prioritized for display to the account holder based on per-
20 sonal information shall not render such feed a profile-based feed.

21 (c) Content excluded by a covered social media platform from the feed
22 of an account holder based on information about or any estimate of the
23 age of an account holder, solely for the purpose of excluding content
24 that is obscene to children sixteen (16) years of age or younger or that
25 by policy of the covered social media platform is not suitable for pre-
26 sentation to children of that age, shall not render such feed a profile-
27 based feed.

28 (12) "Profile-based paid commercial advertising" means paid commercial
29 advertising that has been selected or prioritized for display to an account
30 holder based in whole or in part on personal information of the account
31 holder. Advertising selected for display to an account holder shall not
32 be considered profile-based paid commercial advertising if the selection
33 process considers information about or an estimate of the age of the account
34 holder solely for the purpose of excluding advertisements that by law or pol-
35 icy of the covered social media platform are not suitable for presentation
36 to children of that age.

37 (13) "Second trigger date" means, with respect to each account holder
38 and each covered social media platform, the first date when the account
39 holder has used the covered social media platform for fifty (50) cumulative
40 hours within a six (6) month period, following the effective date of this
41 chapter.

42 (14) (a) "Social media platform" means an internet website or applica-
43 tion that:

44 (i) Is open to the public;

45 (ii) Allows a user to create an account;

46 (iii) Primarily functions to facilitate the viewing, sharing, or
47 generation of content by users; and

48 (iv) Utilizes addictive features, personal information to inform
49 targeted advertising, or profile-based feeds.

50 (b) "Social media platform" does not include:

1 (i) A broadband internet access service as defined by the federal
2 communications commission; or

3 (ii) An online service, website, or application where the exclu-
4 sive function is to facilitate private communications, including
5 email, video conferencing, and direct messaging.

6 (15) "Verifiable parental consent" shall have the same meaning as es-
7 tablished pursuant to 15 U.S.C. 6501(9) and the implementing regulations
8 pursuant to 16 CFR 312.5, with the added requirement that the covered social
9 media platform has retained documentation sufficient to reasonably estab-
10 lish that it has obtained verifiable parental consent within the meanings of
11 those provisions.

12 48-2103. AGE ESTIMATION AND IDENTIFICATION OF CHILDREN.

13 (1) (a) Within fourteen (14) days of the first trigger date, a covered
14 social media platform shall use reasonable means and reasonable ef-
15 forts, taking into consideration available technology and the data in
16 the possession of the covered social media platform, to estimate the
17 age of the account holder for purposes of this chapter. If the covered
18 social media platform is able to conclude with eighty percent (80%)
19 confidence or higher that the account holder is older than sixteen (16)
20 years of age, the covered social media platform may treat the account
21 holder to be other than a child for the purposes of this chapter. Other-
22 wise, the covered social media platform shall treat the account holder
23 as a child for the purposes of this chapter.

24 (b) Within fourteen (14) days of the second trigger date, a covered so-
25 cial media platform shall use reasonable means and reasonable efforts,
26 taking into consideration available technology and the data in the pos-
27 session of the covered social media platform, to revise its estimate of
28 the age of the account holder for the purposes of this chapter. If the
29 covered social media platform is able to conclude with ninety percent
30 (90%) confidence or higher that the account holder is older than six-
31 teen (16) years of age, the covered social media platform may treat the
32 account holder to be other than a child for the purposes of this chap-
33 ter. Otherwise, the covered social media platform shall treat the ac-
34 count holder as a child for the purposes of this chapter.

35 (c) After the second trigger date, a covered social media platform
36 shall update its estimate of the age of each account holder after every
37 additional one hundred (100) hours spent by the account holder on the
38 platform, or as often as the covered social media platform applies any
39 form of data analytics or artificial intelligence to update its esti-
40 mate of any other demographic characteristic of the account holder for
41 any reason, whichever period is shorter.

42 (2) A covered social media platform shall have no obligation under this
43 chapter to estimate the age of an account holder, or to take any other action
44 with respect to such an account, when the account holder has had an account
45 with the covered social media platform continuously for at least seven (7)
46 years.

47 (3) Nothing in this section shall be construed to create any duty on the
48 part of a covered social media platform to request, collect, or retain any
49 information from or about any account holder. The age estimate required by

1 this section shall be derived based on information collected and retained by
2 the covered social media platform in the ordinary course of operation of the
3 social media platform.

4 48-2104. LIMITATIONS AND REQUIREMENTS FOR SOCIAL MEDIA ACCOUNTS FOR
5 CHILDREN.

6 (1) (a) A covered social media platform shall require applicants for an
7 account to provide the applicant's birth date as part of the account ap-
8 plication process.

9 (b) A covered social media platform shall not create or maintain an ac-
10 count for a child or change the terms and conditions of an account for
11 a child without first obtaining verifiable parental consent. Such con-
12 sent must be sufficient for the formation of a binding contract with a
13 minor under ordinary principles of contract law under the laws of this
14 state. Information collected for the purpose of obtaining verifiable
15 parental consent shall not be used for any purpose other than obtain-
16 ing verifiable parental consent and shall be deleted immediately after
17 an attempt to obtain verifiable parental consent, except to the extent
18 necessary to comply with any other applicable state or federal law or
19 regulation.

20 (2) (a) An account for a child shall have all privacy settings set by de-
21 fault at the most private levels. A covered social media platform may
22 not change the privacy settings of an account for a child without first
23 obtaining verifiable parental consent for such change for as long as the
24 account holder remains a child.

25 (b) In the course of obtaining verifiable parental consent for the es-
26 tablishment or continuation of an account for a child, a covered social
27 media platform shall prominently provide and explain an option for the
28 parent to make such consent conditional on receipt of a separate pass-
29 word that enables the parent to:

30 (i) Monitor the amount of time the child spends using the covered
31 social media platform;

32 (ii) Set daily and weekly time limits on the use of the covered so-
33 cial media platform; and

34 (iii) Set limits on the times of day when the covered social media
35 platform can be accessed by the child.

36 (3) A covered social media platform shall not present addictive inter-
37 face features in the display or feed of any child.

38 (4) A covered social media platform shall not present profile-based
39 paid commercial advertising in the display or feed of any child.

40 (5) A covered social media platform has a continuing obligation to
41 terminate an account if the covered social media platform concludes, or
42 obtains information from which it reasonably should conclude, pursuant to
43 its obligations under section 48-2103, Idaho Code, that the account holder
44 is a child, unless verifiable parental consent has been obtained for such
45 account.

46 (6) (a) A covered social media platform shall terminate an account of a
47 minor within seven (7) days after receipt of a request for termination
48 from the account holder.

1 (b) A covered social media platform shall terminate the account of a mi-
2 nor within fourteen (14) days after receipt of a request for termination
3 from a parent of the minor. Upon receipt of such a request, the covered
4 social media platform shall verify that the requesting party is a par-
5 ent of the account holder by whatever means of verification the covered
6 social media platform uses for purposes of ascertaining the validity of
7 verifiable parental consent.

8 (c) A covered social media platform shall provide clear, simple, and
9 easy-to-locate means for the parent of any minor to request termination
10 of such minor's account.

11 (7) (a) If a covered social media platform determines that it must ter-
12 minate an account because the account holder has been classified as a
13 child and verifiable parental consent has not been obtained, the cov-
14 ered social media platform shall notify the account holder of its intent
15 to terminate the account within seven (7) days of making that determina-
16 tion and shall provide the reason therefor.

17 (b) A covered social media platform shall provide thirty (30) days from
18 the date of such notice for the account holder to dispute the age classi-
19 fication and complete an age verification process or to provide verifi-
20 able parental consent.

21 (c) If an account holder disputes classification as a child, the cov-
22 ered social media platform may rely on any commercially reasonable age
23 verification process to resolve the dispute. The covered social media
24 platform shall make a reasonable determination of such dispute within
25 thirty (30) days of the completion of such age verification.

26 (d) After considering a dispute and the result of any age verification,
27 if a covered social media platform determines that it is obligated to
28 terminate an account, it shall terminate that account within seven (7)
29 days of making such determination.

30 48-2105. REMEDIES AND ENFORCEMENT. (1) If a covered social media plat-
31 form permits a child to open or continue an account on such platform in the
32 absence of verifiable parental consent, then any purported contract per-
33 taining to such account is invalid and unenforceable as contrary to public
34 policy, including but not limited to any arbitration provision, limitation
35 of liability, or limitation of remedies, regardless of whether such covered
36 social media platform had actual or constructive knowledge that the account
37 holder was a child.

38 (2) (a) A child or parent shall have a private right of action for
39 declaratory or injunctive relief, damages, including harm to mental
40 health and emotional distress, court costs and reasonable attorney's
41 fees, and any other appropriate relief as a result of any negligent,
42 reckless, or knowing violation of the provisions of this chapter.

43 (b) Where a covered social media platform's violation was reckless or
44 knowing, a child or parent who prevails on a claim based on any viola-
45 tion of this chapter shall be entitled to recover actual damages estab-
46 lished at trial or ten thousand dollars (\$10,000) in statutory damages,
47 whichever is greater.

1 (c) Where a covered social media platform's violation was part of a con-
2 sistent pattern of reckless or knowing conduct, punitive damages may be
3 awarded.

4 (d) A covered social media platform shall not be liable for any viola-
5 tion of this chapter if it has used reasonable means and reasonable ef-
6 forts, taking into consideration available technology and the data in
7 possession of the covered social media platform, to comply with the re-
8 quirements of this chapter.

9 (e) A civil action for damages for a violation of this chapter must be
10 brought within three (3) years of the date the plaintiff knew, or rea-
11 sonably should have known, of the alleged violation.

12 (3) (a) Any knowing or reckless violation of this chapter shall be con-
13 sidered a violation of section 48-603, Idaho Code.

14 (b) If the attorney general has reasonable cause to believe that any
15 covered social media platform has engaged in, is engaging in, or is
16 about to engage in any knowing or reckless violation of this chapter,
17 the attorney general may exercise all of the investigative, legal, and
18 other authority provided pursuant to chapter 6, title 48, Idaho Code.

19 48-2106. EXCLUSIONS -- WAIVER PROHIBITED. (1) Nothing in this chapter
20 shall be construed to limit in any way what content parents may show to their
21 children.

22 (2) Nothing in this chapter shall be construed to limit in any way, be-
23 yond limits imposed by other law, what results an online search engine may
24 return in response to a query by a child.

25 (3) A waiver or limitation of any prohibition, requirement, or right to
26 remedies established by this chapter, by any minor or parent, is unlawful,
27 contrary to public policy, void ab initio, and of no effect, and no court or
28 arbitrator may enforce or give effect to any such waiver, notwithstanding
29 any contract or choice-of-law provision in a contract.

30 SECTION 2. SEVERABILITY. It is the intent of the Legislature that every
31 provision, section, subsection, sentence, clause, phrase or word in this
32 act, and every application of the provisions in this act, are severable from
33 each other. If any application of any provision in this act to any person,
34 group of persons, or circumstances is found by a court to be invalid or un-
35 constitutional, the remaining applications of that provision to all other
36 persons and circumstances shall be severed and may not be affected. All
37 constitutionally valid applications of this act shall be severed from any
38 applications that a court finds to be invalid, leaving the valid applica-
39 tions in force, because it is the Legislature's intent and priority that
40 the valid applications be allowed to stand alone. The Legislature further
41 declares that it would have enacted this act, and each provision, section,
42 subsection, sentence, clause, phrase, or word, and all constitutional ap-
43 plications of this act irrespective of the fact that any provision, section,
44 subsection, sentence, clause, phrase, or word, or applications of this act,
45 were to be declared unconstitutional.

46 SECTION 3. An emergency existing therefor, which emergency is hereby
47 declared to exist, this act shall be in full force and effect on and after
48 July 1, 2026.