

# HOUSE BILL No. 1178

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## DIGEST OF INTRODUCED BILL

**Citations Affected:** IC 24-5-0.5-3; IC 24-16.

**Synopsis:** Minor access to social media. Provides that a social media provider that meets specified conditions (provider) may not create an account for an individual who is less than 14 years of age (minor) unless the provider receives verifiable parental consent to creation of the account from a parent of the minor. Requires a provider that creates an account for a minor to: (1) provide the minor's parent with the option of receiving a separate password that allows the parent to set limits on the minor's use of the account; and (2) configure the account in a specified manner, including by disabling access by the account holder to specified features and functionality of the social media platform. Requires a provider to: (1) periodically verify the age of each Indiana account holder; and (2) terminate an account if: (A) the provider determines that the Indiana account holder is a minor; and (B) the provider did not receive verifiable parental consent for the creation of the account; subject to a specified process by which an account holder may dispute the provider's determination. Requires a provider to: (1) provide a minor account holder and the minor's parent with a clearly explained, simple to use, and easily accessible means of terminating the minor's account; and (2) terminate the minor's account within a specified time after receiving a request for the account's termination. Provides requirements for a provider's use and retention of information provided to the provider for purposes of verifiable parental consent. Provides that a provider that creates or maintains an account for a minor in violation of these requirements is subject to a civil action by the minor or a parent of the minor, and specifies remedies available to a prevailing plaintiff in such an action. Provides  
(Continued next page)

**Effective:** July 1, 2026.

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## King, Behning, Teshka

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January 5, 2026, read first time and referred to Committee on Judiciary.

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Digest Continued

that the attorney general may independently enforce these requirements under the attorney general's authority to enforce Indiana law regarding unfair trade practices.



Introduced

Second Regular Session of the 124th General Assembly (2026)

PRINTING CODE. Amendments: Whenever an existing statute (or a section of the Indiana Constitution) is being amended, the text of the existing provision will appear in this style type, additions will appear in **this style type**, and deletions will appear in ~~this style type~~.

Additions: Whenever a new statutory provision is being enacted (or a new constitutional provision adopted), the text of the new provision will appear in **this style type**. Also, the word **NEW** will appear in that style type in the introductory clause of each SECTION that adds a new provision to the Indiana Code or the Indiana Constitution.

Conflict reconciliation: Text in a statute in *this style type* or ~~this style type~~ reconciles conflicts between statutes enacted by the 2025 Regular Session of the General Assembly.

## HOUSE BILL No. 1178

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A BILL FOR AN ACT to amend the Indiana Code concerning trade regulation.

*Be it enacted by the General Assembly of the State of Indiana:*

- 1       SECTION 1. IC 24-5-0.5-3, AS AMENDED BY P.L.104-2024,  
2       SECTION 42, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE  
3       JULY 1, 2026]: Sec. 3.(a) A supplier may not commit an unfair,  
4       abusive, or deceptive act, omission, or practice in connection with a  
5       consumer transaction. Such an act, omission, or practice by a supplier  
6       is a violation of this chapter whether it occurs before, during, or after  
7       the transaction. An act, omission, or practice prohibited by this section  
8       includes both implicit and explicit misrepresentations.  
9       (b) Without limiting the scope of subsection (a), the following acts,  
10      and the following representations as to the subject matter of a  
11      consumer transaction, made orally, in writing, or by electronic  
12      communication, by a supplier, are deceptive acts:  
13          (1) That such subject of a consumer transaction has sponsorship,  
14          approval, performance, characteristics, accessories, uses, or  
15          benefits it does not have which the supplier knows or should



- 1 reasonably know it does not have.
- 2 (2) That such subject of a consumer transaction is of a particular
- 3 standard, quality, grade, style, or model, if it is not and if the
- 4 supplier knows or should reasonably know that it is not.
- 5 (3) That such subject of a consumer transaction is new or unused,
- 6 if it is not and if the supplier knows or should reasonably know
- 7 that it is not.
- 8 (4) That such subject of a consumer transaction will be supplied
- 9 to the public in greater quantity than the supplier intends or
- 10 reasonably expects.
- 11 (5) That replacement or repair constituting the subject of a
- 12 consumer transaction is needed, if it is not and if the supplier
- 13 knows or should reasonably know that it is not.
- 14 (6) That a specific price advantage exists as to such subject of a
- 15 consumer transaction, if it does not and if the supplier knows or
- 16 should reasonably know that it does not.
- 17 (7) That the supplier has a sponsorship, approval, or affiliation in
- 18 such consumer transaction the supplier does not have, and which
- 19 the supplier knows or should reasonably know that the supplier
- 20 does not have.
- 21 (8) That such consumer transaction involves or does not involve
- 22 a warranty, a disclaimer of warranties, or other rights, remedies,
- 23 or obligations, if the representation is false and if the supplier
- 24 knows or should reasonably know that the representation is false.
- 25 (9) That the consumer will receive a rebate, discount, or other
- 26 benefit as an inducement for entering into a sale or lease in return
- 27 for giving the supplier the names of prospective consumers or
- 28 otherwise helping the supplier to enter into other consumer
- 29 transactions, if earning the benefit, rebate, or discount is
- 30 contingent upon the occurrence of an event subsequent to the time
- 31 the consumer agrees to the purchase or lease.
- 32 (10) That the supplier is able to deliver or complete the subject of
- 33 the consumer transaction within a stated period of time, when the
- 34 supplier knows or should reasonably know the supplier could not.
- 35 If no time period has been stated by the supplier, there is a
- 36 presumption that the supplier has represented that the supplier
- 37 will deliver or complete the subject of the consumer transaction
- 38 within a reasonable time, according to the course of dealing or the
- 39 usage of the trade.
- 40 (11) That the consumer will be able to purchase the subject of the
- 41 consumer transaction as advertised by the supplier, if the supplier
- 42 does not intend to sell it.



(12) That the replacement or repair constituting the subject of a consumer transaction can be made by the supplier for the estimate the supplier gives a customer for the replacement or repair, if the specified work is completed and:

(A) the cost exceeds the estimate by an amount equal to or greater than ten percent (10%) of the estimate;

(B) the supplier did not obtain written permission from the customer to authorize the supplier to complete the work even if the cost would exceed the amounts specified in clause (A);

(C) the total cost for services and parts for a single transaction is more than seven hundred fifty dollars (\$750); and

(D) the supplier knew or reasonably should have known that the cost would exceed the estimate in the amounts specified in clause (A).

(13) That the replacement or repair constituting the subject of a consumer transaction is needed, and that the supplier disposes of the part repaired or replaced earlier than seventy-two (72) hours after both:

(A) the customer has been notified that the work has been completed; and

(B) the part repaired or replaced has been made available for examination upon the request of the customer.

(14) Engaging in the replacement or repair of the subject of a consumer transaction if the consumer has not authorized the replacement or repair, and if the supplier knows or should reasonably know that it is not authorized.

(15) The act of misrepresenting the geographic location of the supplier by listing an alternate business name or an assumed business name (as described in IC 23-0.5-3-4) in a local telephone directory if:

(A) the name misrepresents the supplier's geographic location;

(B) the listing fails to identify the locality and state of the supplier's business;

(C) calls to the local telephone number are routinely forwarded or otherwise transferred to a supplier's business location that is outside the calling area covered by the local telephone directory; and

(D) the supplier's business location is located in a county that is not contiguous to a county in the calling area covered by the local telephone directory.

(16) The act of listing an alternate business name or assumed business name (as described in IC 23-0.5-3-4) in a directory



assistance data base if:

- (A) the name misrepresents the supplier's geographic location;
- (B) calls to the local telephone number are routinely forwarded or otherwise transferred to a supplier's business location that is outside the local calling area; and
- (C) the supplier's business location is located in a county that is not contiguous to a county in the local calling area.

(17) The violation by a supplier of IC 24-3-4 concerning cigarettes for import or export.

(18) The act of a supplier in knowingly selling or reselling a product to a consumer if the product has been recalled, whether by the order of a court or a regulatory body, or voluntarily by the manufacturer, distributor, or retailer, unless the product has been repaired or modified to correct the defect that was the subject of the recall.

(19) The violation by a supplier of 47 U.S.C. 227, including any rules or regulations issued under 47 U.S.C. 227.

(20) The violation by a supplier of the federal Fair Debt Collection Practices Act (15 U.S.C. 1692 et seq.), including any rules or regulations issued under the federal Fair Debt Collection Practices Act (15 U.S.C. 1692 et seq.).

(21) A violation of IC 24-5-7 (concerning health spa services), as set forth in IC 24-5-7-17.

(22) A violation of IC 24-5-8 (concerning business opportunity transactions), as set forth in IC 24-5-8-20.

(23) A violation of IC 24-5-10 (concerning home consumer transactions), as set forth in IC 24-5-10-18.

(24) A violation of IC 24-5-11 (concerning real property improvement contracts), as set forth in IC 24-5-11-14.

(25) A violation of IC 24-5-12 (concerning telephone solicitations), as set forth in IC 24-5-12-23.

(26) A violation of IC 24-5-13.5 (concerning buyback motor vehicles), as set forth in IC 24-5-13.5-14.

(27) A violation of IC 24-5-14 (concerning automatic dialing-announcing devices), as set forth in IC 24-5-14-13.

(28) A violation of IC 24-5-15 (concerning credit services organizations), as set forth in IC 24-5-15-11.

(29) A violation of IC 24-5-16 (concerning unlawful motor vehicle subleasing), as set forth in IC 24-5-16-18.

(30) A violation of IC 24-5-17 (concerning environmental marketing claims), as set forth in IC 24-5-17-14.

(31) A violation of IC 24-5-19 (concerning deceptive commercial



solicitation), as set forth in IC 24-5-19-11.

(32) A violation of IC 24-5-21 (concerning prescription drug discount cards), as set forth in IC 24-5-21-7.

(33) A violation of IC 24-5-23.5-7 (concerning real estate appraisals), as set forth in IC 24-5-23.5-9.

(34) A violation of IC 24-5-26 (concerning identity theft), as set forth in IC 24-5-26-3.

(35) A violation of IC 24-5.5 (concerning mortgage rescue fraud), as set forth in IC 24-5.5-6-1.

(36) A violation of IC 24-8 (concerning promotional gifts and contests), as set forth in IC 24-8-6-3.

(37) A violation of IC 21-18.5-6 (concerning representations made by a postsecondary credit bearing proprietary educational institution), as set forth in IC 21-18.5-6-22.5.

(38) A violation of IC 24-5-15.5 (concerning collection actions of a plaintiff debt buyer), as set forth in IC 24-5-15.5-6.

(39) A violation of IC 24-14 (concerning towing services), as set forth in IC 24-14-10-1.

(40) A violation of IC 24-5-14.5 (concerning misleading or inaccurate caller identification information), as set forth in IC 24-5-14.5-12.

(41) A violation of IC 24-5-27 (concerning intrastate inmate calling services), as set forth in IC 24-5-27-27.

(42) A violation of IC 15-21 (concerning sales of dogs by retail pet stores), as set forth in IC 15-21-7-4.

(43) A violation of IC 24-4-23 (concerning the security of information collected and transmitted by an adult oriented website operator), as set forth in IC 24-4-23-14.

**(44) A violation of IC 24-16 (concerning social media platforms), as set forth in IC 24-16-6-3.**

(c) Any representations on or within a product or its packaging or in advertising or promotional materials which would constitute a deceptive act shall be the deceptive act both of the supplier who places such representation thereon or therein, or who authored such materials, and such other suppliers who shall state orally or in writing that such representation is true if such other supplier shall know or have reason to know that such representation was false.

(d) If a supplier shows by a preponderance of the evidence that an act resulted from a bona fide error notwithstanding the maintenance of procedures reasonably adopted to avoid the error, such act shall not be deceptive within the meaning of this chapter.

(e) It shall be a defense to any action brought under this chapter that



the representation constituting an alleged deceptive act was one made in good faith by the supplier without knowledge of its falsity and in reliance upon the oral or written representations of the manufacturer, the person from whom the supplier acquired the product, any testing organization, or any other person provided that the source thereof is disclosed to the consumer.

(f) For purposes of subsection (b)(12), a supplier that provides estimates before performing repair or replacement work for a customer shall give the customer a written estimate itemizing as closely as possible the price for labor and parts necessary for the specific job before commencing the work.

(g) For purposes of subsection (b)(15) and (b)(16), a telephone company or other provider of a telephone directory or directory assistance service or its officer or agent is immune from liability for publishing the listing of an alternate business name or assumed business name of a supplier in its directory or directory assistance data base unless the telephone company or other provider of a telephone directory or directory assistance service is the same person as the supplier who has committed the deceptive act.

(h) For purposes of subsection (b)(18), it is an affirmative defense to any action brought under this chapter that the product has been altered by a person other than the defendant to render the product completely incapable of serving its original purpose.

SECTION 2. IC 24-16 IS ADDED TO THE INDIANA CODE AS A NEW ARTICLE TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2026]:

## **ARTICLE 16. SOCIAL MEDIA PROVIDERS**

### **Chapter 1. Definitions**

**Sec. 1. The definitions in this chapter apply throughout this article.**

**Sec. 2. "Account", with respect to a social media platform, means a unique identifier that:**

- (1) is provided to a person by the owner or operator of the social media platform; and**
- (2) enables the person to:**
  - (A) access the social media platform; or**
  - (B) access functionality of the social media platform that is not available without use of the unique identifier.**

**Sec. 3. (a) "Covered social media provider", or "provider", means a person that:**

- (1) owns or operates a social media platform; and**
- (2) collectively with any parent, subsidiary, or affiliate of the**





person, generated at least one billion dollars (\$1,000,000,000) in gross revenues, worldwide, in one (1) or more of the immediately preceding three (3) years.

(b) The term does not include a communications service provider (as defined in IC 8-1-2.6-13).

Sec. 4. "Indiana account holder", with respect to a social media platform, means an individual:

(1) to whom the owner or operator of the social media platform has provided an account with the social media platform;

(2) who is:

(A) a resident of Indiana; or

(B) located in Indiana at the time the individual accesses the social media platform; and

(3) who the owner or operator of the social media platform knows, or reasonably should know, to be:

(A) a resident of Indiana; or

(B) located in Indiana at the time the individual accesses the social media platform.

Sec. 5. "Linked account", with respect to an individual's account with a social media platform, means another account with the social media platform that the individual has designated, through a means provided by the social media platform, as an account:

(1) from which the individual wishes to receive content;

(2) content from which the individual wishes the social media platform to include in recommendations for content provided to the user by the social media platform; or

(3) with which the individual wishes to associate the individual's account.

Sec. 6. "Minor" means an individual who:

(1) is less than fourteen (14) years of age; and

(2) is not legally emancipated.

Sec. 7. "Parent", with regard to a minor, includes any legal guardian of the minor.

Sec. 8. (a) "Personal information", with regard to an individual, means any of the following:

(1) Information regarding the individual that is described in 15 U.S.C. 6501(8).

(2) A record of, or derived from, the individual's:

(A) online activity;

(B) online search history; or



- 1 (C) online communications.
- 2 (3) Photographic or biometric information that is used, or
- 3 could reasonably be used, to identify the individual, including
- 4 fingerprints, voiceprints, iris or retina scans, facial templates,
- 5 and gait imagery or metrics.
- 6 (4) Geolocation information associated with the individual or
- 7 with a device owned or used by the individual.
- 8 (b) The term does not include the following:
- 9 (1) A search term, request, or selection expressly submitted by
- 10 an individual to a social media platform, if a record of the
- 11 search term, request, or selection is not retained by the social
- 12 media platform after the individual's termination of the
- 13 discrete session of use of the social media platform during
- 14 which the individual submits the search term, request, or
- 15 selection.
- 16 (2) An identifier used by a social media platform solely for the
- 17 purpose of directing personal communications to or from an
- 18 individual who is an account holder with the social media
- 19 platform.
- 20 (3) Social media platform account settings that:
- 21 (A) are set by:
- 22 (i) the individual who holds the account; or
- 23 (ii) if the individual is a minor, a parent of the individual;
- 24 and
- 25 (B) relate to:
- 26 (i) privacy;
- 27 (ii) accessibility;
- 28 (iii) blocking of age inappropriate content; or
- 29 (iv) technical specifications or requirements of a device
- 30 used by the individual to access the social media
- 31 platform.
- 32 Sec. 9. "Profile based commercial advertising" means
- 33 advertising:
- 34 (1) for which a covered social media provider receives
- 35 consideration in return for the provider disseminating the
- 36 advertising on the provider's social media platform;
- 37 (2) that seeks to encourage an account holder with the social
- 38 media platform to:
- 39 (A) engage in a commercial transaction; or
- 40 (B) follow a link to a website that encourages the account
- 41 holder to engage in a commercial transaction; or
- 42 (3) that has been selected or prioritized for display to the



account holder based, in whole or in part, on personal information of the account holder, except as selected or prioritized for the purpose of preventing display to the account holder of material that by law, or under the policies of the social media platform, may not be displayed to minors.

**Sec. 10. "Profile based content feed"** means a presentation by a social media platform to an account holder of material that been selected or prioritized for display to the account holder based, in whole or in part, on personal information of the account holder, except as selected or prioritized:

- (1) based on the material having originated from an account that the account holder has designated as a linked account; or
- (2) for the purpose of preventing display to the account holder of material that by law, or under the policies of the social media platform, may not be displayed to minors.

**Sec. 11. (a) "Push notification"** means an audible, visual, or tactile alert provided by a social media platform to an account holder to:

- (1) call the attention of the account holder to:
  - (A) the posting of content to the social media platform; or
  - (B) the submission of a response to content posted by the account holder to the social media platform; or
- (2) inform the account holder of any other information related to the user's account with the social media platform.

**(b)** The term does not include an alert provided by a social media platform to an account holder with the social media platform for the purpose of informing the account holder of an incoming:

- (1) telephone call;
- (2) text message;
- (3) electronic mail message; or
- (4) other communication;

made or sent by a human.

**Sec. 12. (a) "Social media platform"** means a publicly accessible website or online application:

- (1) for which a person can obtain an account; and
- (2) that is used primarily as a medium by which:
  - (A) an account holder can disseminate information, including:
    - (i) text;
    - (ii) media, such as images, audio, and video; or
    - (iii) both text and media; and



(B) advertising can be disseminated;  
to other account holders, to public users of the website or  
application, or to both other account holders and public users  
of the website or application.

(b) The term does not include a website or online application to  
which one (1) or more of the following apply:

(1) The website or online application:

(A) enables an account holder to transmit information,  
including:

(i) text;

(ii) media, such as images, audio, and video; or

(iii) both text and media;

only to one (1) or more recipients that are specifically  
designated by the account holder to receive the  
transmission; and

(B) does not publicly display, or allow an account holder to  
publicly display, information transmitted by the account  
holder through the website or application.

(2) The website or online application is accessible only to  
employees of:

(A) the owner or operator; or

(B) an affiliate of the owner or operator;

of the website or online application.

(3) The website or online application provides users of the  
website or online application only with the ability to send and  
receive electronic mail.

Sec. 13. "Verifiable parental consent" means verifiable parental  
consent as defined by 15 U.S.C. 6501(9) that is obtained in  
conformance with 16 CFR 312.5.

## Chapter 2. Limitations and Requirements for Social Media Accounts for Minors

Sec. 1. (a) A covered social media provider that receives a  
request from an individual alleging to be an Indiana resident for  
creation of an account with the provider's social media platform  
shall comply with the following:

(1) The covered social media provider shall use commercially  
reasonable means to determine the age and state of residence  
of the individual requesting creation of the account.

(2) If the covered social media provider determines under  
subdivision (1) that the individual requesting creation of the  
account is:

(A) a minor; and



1 (B) a resident of Indiana;  
 2 the covered social media provider may create the account only if  
 3 the covered social media provider receives verifiable parental  
 4 consent to creation of the account from a parent of the minor.

5 (b) A covered social media provider that creates an account  
 6 with the provider's social media platform for a minor under  
 7 subsection (a) shall provide the minor's parent who provides  
 8 verifiable parental consent to the creation of the account with the  
 9 option to receive a separate password for the account that allows  
 10 the parent to:

11 (1) monitor the amount of time the minor spends using the  
 12 social media platform;

13 (2) set daily and weekly time limits on the minor's use of the  
 14 social media platform; and

15 (3) set limits on the times of day during which the minor can  
 16 access the social media platform.

17 Sec. 2. (a) A covered social media provider that creates an  
 18 account with the provider's social media platform for a minor  
 19 under section 1 of this chapter:

20 (1) shall configure the account such that any optional account  
 21 privacy settings or features are set to provide the account  
 22 with the maximum level of privacy protection available to an  
 23 account with the social media platform; and

24 (2) may modify the account configuration under subdivision

25 (1) only if the covered social media provider:

26 (A) receives verifiable parental consent to the modification  
 27 from a parent of the minor; or

28 (B) determines under IC 24-16-3 that the account holder is  
 29 no longer a minor.

30 (b) A covered social media provider that creates an account  
 31 with the provider's social media platform for a minor under  
 32 section 1 of this chapter shall configure the account such that the  
 33 account does not use or provide, and such that the account holder  
 34 may not activate or access, the following features or functionality  
 35 of the social media platform:

36 (1) A user interface that enables an account holder to view a  
 37 feed of content on the social media platform without  
 38 interruption, including by use of one (1) or more of the  
 39 following:

40 (A) Continuous loading of content without action on the  
 41 part of the account holder.

42 (B) Automatic loading of content as the account holder  
 43 scrolls through the user interface of the social media  
 44 platform.



- 1 (C) Display of pages with no visible or apparent end or
- 2 page breaks.
- 3 (2) Display of a profile based content feed.
- 4 (3) Display of push notifications.
- 5 (4) Audio or video that plays without an account holder
- 6 performing an affirmative act to activate the audio or video.
- 7 (5) Display of account metrics that indicate the number of
- 8 times other users of the social media platform have:
- 9 (A) viewed;
- 10 (B) submitted a reaction to; or
- 11 (C) reposted or shared;
- 12 content posted by an account holder to the social media
- 13 platform.
- 14 (6) Provision of awards, badges, tiers, or any other form of
- 15 recognition based on:
- 16 (A) the amount of time an account holder spends using the
- 17 social media platform;
- 18 (B) the number of other account holders that have
- 19 designated the account as a linked account;
- 20 (C) the number, frequency, or regularity of an account
- 21 holder's posts of content to the social media platform; or
- 22 (D) any other metric of an account holder's use of or
- 23 performance on the social media platform.
- 24 (7) Display of profile based commercial advertising.
- 25 A covered social media provider may modify the account
- 26 configuration under this subsection only if the covered social media
- 27 provider determines under IC 24-16-3 that the account holder is no
- 28 longer a minor.
- 29 Sec. 3. A covered social media provider that creates an account
- 30 with the provider's social media platform for a minor under
- 31 section 1 of this chapter may modify the terms and conditions
- 32 applicable to the account only if the covered social media provider:
- 33 (1) receives verifiable parental consent to the modification
- 34 from a parent of the minor; or
- 35 (2) determines under IC 24-16-3 that the account holder is no
- 36 longer a minor.
- 37 Chapter 3. Continuing Age Verification
- 38 Sec. 1. (a) Not later than fourteen (14) days after the first date
- 39 on which an Indiana account holder has spent at least twenty-five
- 40 (25) hours in a single six (6) month period using a covered social
- 41 media provider's social media platform, the covered social media
- 42 provider shall:
- 43 (1) make reasonable efforts; and
- 44 (2) use reasonable means, taking into consideration the



1 technology and data available to the covered social media  
 2 provider;  
 3 to determine the age of the Indiana account holder.

4 (b) Subject to subsection (d):

5 (1) if a covered social media provider is able to determine  
 6 under subsection (a) with eighty percent (80%) confidence  
 7 that an Indiana account holder is fourteen (14) years of age or  
 8 older, the covered social media provider may consider the  
 9 Indiana account holder to not be a minor for purposes of this  
 10 article; and

11 (2) if the covered social media provider is not able to  
 12 determine under subsection (a) with eighty percent (80%)  
 13 confidence that the Indiana account holder is fourteen (14)  
 14 years of age or older, the covered social media provider shall  
 15 consider the Indiana account holder to be a minor for  
 16 purposes of this article.

17 (c) Not later than fourteen (14) days after the first date on which  
 18 an Indiana account holder has spent at least fifty (50) hours in a  
 19 single six (6) month period using a covered social media provider's  
 20 social media platform, the covered social media provider shall  
 21 determine the age of the Indiana account holder as described under  
 22 subsection (a) for the purpose of verifying the covered social media  
 23 provider's determination of the Indiana account holder's age under  
 24 subsection (a).

25 (d) Subject to subsection (f):

26 (1) if a covered social media provider is able to determine  
 27 under subsection (c) with ninety percent (90%) confidence  
 28 that an Indiana account holder is fourteen (14) years of age or  
 29 older, the covered social media provider may continue to  
 30 consider the Indiana account holder to not be a minor for  
 31 purposes of this article; and

32 (2) if the covered social media provider is not able to  
 33 determine under subsection (c) with ninety percent (90%)  
 34 confidence that the Indiana account holder is fourteen (14)  
 35 years of age or older, the covered social media provider shall  
 36 consider the Indiana account holder to be a minor for  
 37 purposes of this article.

38 (e) Subject to subsection (g), a covered social media provider  
 39 shall determine the age of an Indiana account holder with the  
 40 covered social media provider's social media platform as described  
 41 under subsection (a) for the purpose of verifying the covered social  
 42 media provider's most recent determination of the Indiana account  
 43 holder's age:

44 (1) when the Indiana account holder has spent an additional



one hundred (100) hours using the social media platform following the date on which the covered social media provider determines the Indiana account holder's age under subsection (c) and each time the Indiana account holder spends an additional one hundred (100) hours using the social media platform thereafter; and

(2) each time the covered social media provider collects demographic information of any kind regarding the Indiana account holder.

(f) Subject to subsection (g):

(1) if a covered social media provider is able to determine under subsection (e) with ninety percent (90%) confidence that an Indiana account holder is fourteen (14) years of age or older, the covered social media provider may continue to consider the Indiana account holder to not be a minor for purposes of this article; and

(2) if the covered social media provider is not able to determine under subsection (e) with ninety percent (90%) confidence that the Indiana account holder is fourteen (14) years of age or older, the covered social media provider shall consider the Indiana account holder to be a minor for purposes of this article.

(g) Once an Indiana account holder has held an account with a covered social media provider's social media platform continuously for seven (7) consecutive years, the covered social media provider may, for purposes of the requirements to be met by a social media platform under this article, consider the Indiana account holder to not be a minor without determining the age of the Indiana account holder under this section.

(h) A covered social media provider may make an age determination under this section based on demographic information collected by the covered social media provider in the ordinary course of the covered social media provider's operation. This section does not require a covered social media provider to collect any demographic information.

Sec. 2. (a) This section applies if:

(1) a covered social media provider:

(A) determines under section 1 of this chapter; or

(B) receives information based on which the covered social media provider knows, or reasonably should know;

that an Indiana account holder is a minor; and

(2) the covered social media provider did not receive verifiable parental consent under IC 24-16-2-1 for creation of the account.





(b) Not later than seven (7) days after the first date on which this section applies to the account of an Indiana account holder under subsection (a), the covered social media provider shall transmit to the Indiana account holder notice that the account is subject to termination due to the account's noncompliance with this article. The notice must include:

- (1) the requirement under this article with which the account is noncompliant;
- (2) notice that the Indiana account holder has thirty (30) days within which to dispute the covered social media provider's determination that the account is noncompliant; and
- (3) instructions regarding the means under subsection (c) by which the Indiana account holder may dispute the covered social media provider's determination that the account is noncompliant.

(c) A covered social media provider that provides notice to an Indiana account holder under subsection (b) shall allow the Indiana account holder thirty (30) days after the transmission date of the notice to dispute the covered social media provider's determination through:

- (1) provision of verifiable parental consent from a parent of the Indiana account holder to the continuation of the account;
- or
- (2) completion by the Indiana account holder of a commercially reasonable age verification process as directed by the covered social media provider.

(d) If, not later than thirty (30) days after the transmission date of a notice transmitted to an Indiana account holder under subsection (b):

- (1) a parent of the Indiana account holder provides the covered social media provider with verifiable parental consent to the continuation of the account under subsection (c)(1); or
- (2) the Indiana account holder completes an age verification process under subsection (c)(2) that results in a determination by the covered social media provider that the Indiana account holder is not a minor;

the covered social media provider shall not terminate the account based on the covered social media provider's determination under subsection (a)(1)(A) or the information under subsection (a)(1)(B).

(e) If, not later than thirty (30) days after the transmission date of a notice transmitted to an Indiana account holder under subsection (b):

- (1) a parent of the Indiana account holder does not provide



1 the covered social media provider with verifiable parental  
 2 consent to the continuation of the account under subsection  
 3 (c)(1); or  
 4 (2) the Indiana account holder does not complete an age  
 5 verification process under subsection (c)(2);  
 6 the covered social media provider shall terminate the account at  
 7 the conclusion of the thirty (30) day period.

8 (f) If:

9 (1) an Indiana account holder who receives a notice under  
 10 subsection (b) completes an age verification process under  
 11 subsection (c)(2) not later than thirty (30) days after the  
 12 transmission date of the notice; and  
 13 (2) the age verification results in a determination by the  
 14 covered social media provider that the Indiana account holder  
 15 is a minor;

16 the covered social media provider shall terminate the account not  
 17 later than seven (7) days after receiving the results of the age  
 18 verification.

19 (g) A covered social media provider shall make a determination  
 20 regarding the results of an Indiana account holder's age  
 21 verification under subsection (c)(2) not later than thirty (30) days  
 22 after the date on which the Indiana account holder completes the  
 23 age verification process.

24 (h) A covered social media provider that receives verifiable  
 25 parental consent for the continuation of an account under this  
 26 section shall provide the parent with the option to receive a  
 27 separate password for the account as described under  
 28 IC 24-16-2-1(b).

#### 29 Chapter 4. Voluntary Termination of Minor Accounts

##### 30 Sec. 1. (a) A covered social media provider shall provide:

31 (1) a minor for whom the covered social media provider  
 32 creates an account under IC 24-16-2-1; and  
 33 (2) the parent who provides verifiable parental consent for the  
 34 creation of the account;  
 35 with a clearly explained, simple to use, and easily accessible means  
 36 of terminating the account.

37 (b) A covered social media provider shall terminate an account  
 38 created for a minor under IC 24-16-2-1:

39 (1) not later than seven (7) days after the covered social media  
 40 provider receives a request for termination of the account  
 41 from the account holder; or  
 42 (2) not later than fourteen (14) days after the covered social  
 43 media provider:  
 44 (A) receives a request for termination of the account from



1 a parent of the minor; and  
 2 (B) verifies, using the same means by which the covered  
 3 social media provider verifies verifiable parental consent,  
 4 that the individual requesting termination of the account  
 5 is a parent of the minor.

#### 6 Chapter 5. Use and Retention of Information

7 Sec. 1. A covered social media provider that receives  
 8 information from an individual for the purpose of the individual's  
 9 provision of verifiable parental consent to the covered social media  
 10 provider:

11 (1) may not use the information for any purpose other than  
 12 registering the individual's provision of verifiable parental  
 13 consent; and

14 (2) shall, except as necessary to comply with any other  
 15 applicable state or federal law or regulation, delete the  
 16 information immediately after registering the individual's  
 17 provision of verifiable parental consent.

18 Sec. 2. A covered social media provider shall retain  
 19 documentation sufficient to reasonably establish that the covered  
 20 social media provider has received verifiable parental consent for  
 21 the creation of each active account for which verifiable parental  
 22 consent was required to be provided.

#### 23 Chapter 6. Enforcement, Remedies, and Waiver

24 Sec. 1. A contract entered into between a covered social media  
 25 provider and a minor in violation of this article is void.

26 Sec. 2. (a) If a covered social media provider creates or  
 27 maintains an account for a minor in violation of this article:

- 28 (1) the minor; or
- 29 (2) a parent of the minor;

30 may bring a civil action against the covered social media provider.

31 (b) If the court in an action under subsection (a) finds that a  
 32 covered social media provider negligently violated this article, the  
 33 court may award the plaintiff:

- 34 (1) injunctive relief;
- 35 (2) actual damages, including emotional distress and harm to  
 36 the plaintiff's mental health; and
- 37 (3) court costs and reasonable attorney's fees.

38 (c) If the court in an action under subsection (a) finds that a  
 39 covered social media provider recklessly or knowingly violated this  
 40 article, the court may award the plaintiff:

- 41 (1) injunctive relief;
- 42 (2) the greater of:
- 43 (A) actual damages, including emotional distress and harm  
 44 to the plaintiff's mental health; or



- 1           **(B) ten thousand dollars (\$10,000); and**  
 2           **(3) court costs and reasonable attorney's fees.**  
 3           **(d) If the court in an action under subsection (a) finds that:**  
 4               **(1) a covered social media provider negligently, recklessly, or**  
 5               **knowingly violated this article; and**  
 6               **(2) the violation is part of a consistent pattern of violations of**  
 7               **this article by the covered social media provider;**  
 8           **the court may award the plaintiff punitive damages in addition to**  
 9           **the relief to which the plaintiff is entitled under subsection (b) or**  
 10           **(c).**  
 11           **(e) Subject to subsection (f), an action under this chapter must**  
 12           **be brought not later than three (3) years after the plaintiff knows,**  
 13           **or reasonably should know, of the violation alleged by the plaintiff.**  
 14           **(f) If the plaintiff in an action under this chapter is a minor at**  
 15           **the time the plaintiff knows, or reasonably should know, of the**  
 16           **violation alleged by the plaintiff, the limitation under subsection (e)**  
 17           **is tolled under IC 34-11-6.**  
 18           **(g) A covered social media provider is not liable for a violation**  
 19           **of this article if the covered social media provider has:**  
 20               **(1) made reasonable efforts; and**  
 21               **(2) used reasonable means, taking into consideration the**  
 22               **technology and data available to the covered social media**  
 23               **provider;**  
 24           **to comply with this article.**  
 25           **Sec. 3. (a) A covered social media provider that knowingly and**  
 26           **intentionally violates this article commits a deceptive act that is**  
 27           **actionable by the attorney general under IC 24-5-0.5 and that is**  
 28           **subject to the penalties and remedies available to the attorney**  
 29           **general under IC 24-5-0.5.**  
 30           **(b) If the attorney general has reasonable cause to believe that**  
 31           **a covered social media provider has engaged in, is engaging in, or**  
 32           **is about to engage in a violation of this article, the attorney general**  
 33           **may issue civil investigative demands under IC 4-6-3-3 to**  
 34           **investigate the suspected violation.**  
 35           **Sec. 4. An agreement by a minor or parent to waive or limit:**  
 36               **(1) a duty or prohibition applicable to a covered social media**  
 37               **provider under this article; or**  
 38               **(2) the rights of the minor or parent under this chapter;**  
 39           **is void and unenforceable.**

