

PROPOSED AMENDMENT

SB 199 # 5

DIGEST

Social media providers. Establishes requirements and restrictions regarding adolescent use of social media. Makes a violation of the requirements and restrictions a deceptive act.

1 Page 12, between lines 2 and 3, begin a new paragraph and insert:
2 "SECTION 8. IC 24-5-0.5-3, AS AMENDED BY P.L.104-2024,
3 SECTION 42, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
4 JULY 1, 2026]: Sec. 3. (a) A supplier may not commit an unfair,
5 abusive, or deceptive act, omission, or practice in connection with a
6 consumer transaction. Such an act, omission, or practice by a supplier
7 is a violation of this chapter whether it occurs before, during, or after
8 the transaction. An act, omission, or practice prohibited by this section
9 includes both implicit and explicit misrepresentations.
10 (b) Without limiting the scope of subsection (a), the following acts,
11 and the following representations as to the subject matter of a
12 consumer transaction, made orally, in writing, or by electronic
13 communication, by a supplier, are deceptive acts:
14 (1) That such subject of a consumer transaction has sponsorship,
15 approval, performance, characteristics, accessories, uses, or
16 benefits it does not have which the supplier knows or should
17 reasonably know it does not have.
18 (2) That such subject of a consumer transaction is of a particular
19 standard, quality, grade, style, or model, if it is not and if the
20 supplier knows or should reasonably know that it is not.
21 (3) That such subject of a consumer transaction is new or unused,
22 if it is not and if the supplier knows or should reasonably know
23 that it is not.
24 (4) That such subject of a consumer transaction will be supplied
25 to the public in greater quantity than the supplier intends or
26 reasonably expects.
27 (5) That replacement or repair constituting the subject of a

1 consumer transaction is needed, if it is not and if the supplier
2 knows or should reasonably know that it is not.

3 (6) That a specific price advantage exists as to such subject of a
4 consumer transaction, if it does not and if the supplier knows or
5 should reasonably know that it does not.

6 (7) That the supplier has a sponsorship, approval, or affiliation in
7 such consumer transaction the supplier does not have, and which
8 the supplier knows or should reasonably know that the supplier
9 does not have.

10 (8) That such consumer transaction involves or does not involve
11 a warranty, a disclaimer of warranties, or other rights, remedies,
12 or obligations, if the representation is false and if the supplier
13 knows or should reasonably know that the representation is false.

14 (9) That the consumer will receive a rebate, discount, or other
15 benefit as an inducement for entering into a sale or lease in return
16 for giving the supplier the names of prospective consumers or
17 otherwise helping the supplier to enter into other consumer
18 transactions, if earning the benefit, rebate, or discount is
19 contingent upon the occurrence of an event subsequent to the time
20 the consumer agrees to the purchase or lease.

21 (10) That the supplier is able to deliver or complete the subject of
22 the consumer transaction within a stated period of time, when the
23 supplier knows or should reasonably know the supplier could not.
24 If no time period has been stated by the supplier, there is a
25 presumption that the supplier has represented that the supplier
26 will deliver or complete the subject of the consumer transaction
27 within a reasonable time, according to the course of dealing or the
28 usage of the trade.

29 (11) That the consumer will be able to purchase the subject of the
30 consumer transaction as advertised by the supplier, if the supplier
31 does not intend to sell it.

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

36 (A) the cost exceeds the estimate by an amount equal to or
37 greater than ten percent (10%) of the estimate;
38 (B) the supplier did not obtain written permission from the
39 customer to authorize the supplier to complete the work even
40 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.

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

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

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

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

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

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

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

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

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

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

24 (44) **A violation of IC 24-16 (concerning social media
25 providers), as set forth in IC 24-16-6-1.**

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

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

37 (e) It shall be a defense to any action brought under this chapter that
38 the representation constituting an alleged deceptive act was one made
39 in good faith by the supplier without knowledge of its falsity and in
40 reliance upon the oral or written representations of the manufacturer,

1 the person from whom the supplier acquired the product, any testing
2 organization, or any other person provided that the source thereof is
3 disclosed to the consumer.

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

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

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

21 SECTION 9. IC 24-16 IS ADDED TO THE INDIANA CODE AS
22 A NEW ARTICLE TO READ AS FOLLOWS [EFFECTIVE JULY 1,
23 2026]:

24 **ARTICLE 16. SOCIAL MEDIA PROVIDERS**

25 **Chapter 1. Applicability**

26 **Sec. 1. This article does not apply to an adolescent who is legally
27 emancipated.**

28 **Chapter 2. Definitions**

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

31 **Sec. 2. "Adolescent" means an individual who is less than
32 sixteen (16) years of age.**

33 **Sec. 3. "Daily active users" means the unique users in the
34 United States who:**

35 **(1) used a particular online forum, website, or application at
36 least eighty percent (80%) of the days during the previous
37 twelve (12) months; or**

38 **(2) if the online forum, website, or application did not exist
39 during all of the previous twelve (12) months, used the
40 particular online forum, website, or application at least eighty**

percent (80%) of the days during the previous month.

Sec. 4. "Linked account", with respect to a user's account with a social media provider, means another account with the social media provider that the user has designated, through a means provided by the social media provider, as an account:

- (1) from which the user wishes to receive content;**
- (2) from which the user wishes the social media provider to include in recommendations for content provided to the user by the social media provider; or**
- (3) with which the user wishes to associate the user's account.**

Sec. 5. (a) "Social media provider" means an online forum, website, or application that satisfies the following criteria:

(1) Allows users to upload content or view the content or activity of other users.

(2) Has a user base in which ten percent (10%) or more of the daily active users who are less than sixteen (16) years of age spent an average of two (2) hours per day or longer on the online forum, website, or application when using the online forum, website, or application during:

- (A) the previous twelve (12) months; or
- (B) if the online forum, website, or application did not exist during all of the previous twelve (12) months, the previous month.

(3) Employs algorithms that analyze user data or information on users to select content for users.

(4) Has any of the following addictive features:

(A) Continuously loading content, or content that loads as the user scrolls down the page without the need to open a separate page.

(B) Seamless content, or the use of pages with no visible or apparent end or page breaks.

(C) Display of personal interactive metrics that indicate the number of times other users have clicked a button to indicate their reaction to content or have shared or reposted the content.

(D) Autoplay video or video that begins to play without the user first clicking on the video or on a play button for the video.

(E) Live streaming or a function that allows a user or advertiser to broadcast live video content in real time.

(5) Is owned or operated by a person that 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 the following:

(1) An online service, website, or application where the exclusive function provides registered users of the service only with the ability to send and receive electronic mail or direct messaging consisting of text, photographs, pictures, images, or videos shared only between the sender and the recipients, without displaying or posting the material publicly or to others not identified as the recipient by the sender.

(2) A device manufacturer or application store.

(3) An online service, website, or application in which the primary service is on demand audio streaming.

Sec. 6. "Transactional data" means a sequence of information that documents an exchange, agreement, or transfer between an individual, commercial entity, or third party used for the purpose of satisfying a request or event. The term includes records that relate to a mortgage, education, or employment.

Sec. 7. "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 3. Adolescent Use of Social Media

Sec. 1. A social media provider that receives a request from an Indiana resident for creation of an account with the social media provider shall comply with the following:

(1) The 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 social media provider determines under subdivision (1) that the individual requesting creation of the account is an adolescent, the social media provider may create the account only if the social media provider receives verifiable parental consent to creation of the account from a parent or legal guardian of the adolescent.

Sec. 2. (a) A social media provider shall configure the account as described in subsection (c) of a registered user that the social media provider knows or has reason to know is an:

3 **(b) A social media provider may not allow an adolescent to**
4 **change or bypass an account configuration described in subsection**
5 **(c).**

6 (c) A social media provider shall configure the account of a
7 registered user described in subsection (a) as follows:

20 based on patterns of the adolescent's use of the social media
21 provider.

22 (4) The account may not use the addictive features described
23 under IC 24-16-2-5(a)(4).

24 (5) The social media provider shall provide the adolescent's
25 parent or legal guardian who provides verifiable parental
26 consent to the creation of the account with the option to
27 receive a separate password for the account that allows the
28 parent or legal guardian to:

29 (A) monitor the amount of time the adolescent spends
30 using the social media platform;
31 (B) set daily and weekly time limits on the adolescent's use
32 of the social media platform; and
33 (C) set limits on the times of day during which the
34 adolescent can access the social media platform.

35 A social media provider may modify the account configuration
36 under this subsection only if the social media provider determines
37 under IC 24-16-4 that the account holder is no longer an
38 adolescent.

Chapter 4. Continuing Age Estimation

40 Sec. 1. (a) Not later than fourteen (14) days after the first date

1 **on which an Indiana account holder has spent at least twenty-five
2 (25) hours in a single six (6) month period using a social media
3 provider's social media platform, the social media provider shall:**

4 **(1) make reasonable efforts; and
5 (2) use reasonable means, taking into consideration the
6 technology and data available to the social media provider;
7 to determine the age of the Indiana account holder.**

8 **(b) Subject to subsection (d):**

9 **(1) if a social media provider knows or has reason to know
10 that an Indiana account holder is sixteen (16) years of age or
11 older, the social media provider may consider the Indiana
12 account holder to not be an adolescent for purposes of this
13 article; and**

14 **(2) if the social media provider knows or has reason to know
15 that the Indiana account holder is not sixteen (16) years of age
16 or older, the social media provider shall consider the Indiana
17 account holder to be an adolescent for purposes of this article.**

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

25 **(d) Subject to subsection (f):**

26 **(1) if a social media provider knows or has reason to know
27 that an Indiana account holder is sixteen (16) years of age or
28 older, the social media provider may continue to consider the
29 Indiana account holder to not be an adolescent for purposes
30 of this article; and**

31 **(2) if the social media provider knows or has reason to know
32 that the Indiana account holder is not sixteen (16) years of age
33 or older, the social media provider shall consider the Indiana
34 account holder to be an adolescent for purposes of this article.**

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

1 (1) when the Indiana account holder has spent an additional
2 one hundred (100) hours using the social media platform
3 following the date on which the social media provider
4 determines the Indiana account holder's age under subsection
5 (c) and each time the Indiana account holder spends an
6 additional one hundred (100) hours using the social media
7 platform thereafter; and

11 (f) Subject to subsection (g):

17 **(2) if the social media provider knows or has reason to know**
18 **that the Indiana account holder is not sixteen (16) years of age**
19 **or older, the social media provider shall consider the Indiana**
20 **account holder to be an adolescent for purposes of this article.**

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

29 (1) a social media provider:

33 that an Indiana account holder is an adolescent; and

34 (2) the social media provider did not receive verifiable
35 parental consent under IC 24-16-3-1 for creation of the
36 account.

37 (b) Not later than seven (7) days after the first date on which
38 this section applies to the account of an Indiana account holder
39 under subsection (a), the social media provider shall transmit to
40 the Indiana account holder notice that the account is subject to

1 **termination due to the account's noncompliance with this article.**

2 **The notice must include:**

3 **(1) the requirement under this article with which the account**
4 **is noncompliant;**

5 **(2) notice that the Indiana account holder has thirty (30) days**
6 **within which to dispute the social media provider's**
7 **determination that the account is noncompliant; and**

8 **(3) instructions regarding the means under subsection (c) by**
9 **which the Indiana account holder may dispute the social**
10 **media provider's determination that the account is**
11 **noncompliant.**

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

17 **(1) provision of verifiable parental consent from a parent or**
18 **legal guardian of the Indiana account holder to the**
19 **continuation of the account; or**

20 **(2) any commercially reasonable method that relies on public**
21 **or private transactional data to verify the age of the account**
22 **holder.**

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

26 **(1) a parent or legal guardian of the Indiana account holder**
27 **provides the social media provider with verifiable parental**
28 **consent to the continuation of the account under subsection**
29 **(c)(1); or**

30 **(2) the Indiana account holder completes an age estimation**
31 **process under subsection (c)(2) that results in a determination**
32 **by the social media provider that the Indiana account holder**
33 **is not an adolescent;**

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

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

40 **(1) a parent or legal guardian of the Indiana account holder**

1 **does not provide the social media provider with verifiable**
2 **parental consent to the continuation of the account under**
3 **subsection (c)(1); or**
4 **(2) the Indiana account holder does not complete an age**
5 **estimation process under subsection (c)(2);**
6 **the social media provider shall terminate the account at the**
7 **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 estimation 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 estimation results in a determination by the social**
14 **media provider that the Indiana account holder is an**
15 **adolescent;**

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

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

23 **(h) A social media provider that receives verifiable parental**
24 **consent for the continuation of an account under this section shall**
25 **provide the parent or legal guardian with the option to receive a**
26 **separate password for the account as described under**
27 **IC 24-16-3-2(c)(5).**

28 **Chapter 5. Use and Retention of Information**

29 **Sec. 1. A social media provider that receives information from**
30 **an individual for the purpose of the individual's provision of**
31 **verifiable parental consent to the social media provider:**

32 **(1) may not use the information for any purpose other than**
33 **registering the individual's provision of verifiable parental**
34 **consent; and**
35 **(2) shall, except as necessary to comply with any other**
36 **applicable state or federal law or regulation, delete the**
37 **information immediately after registering the individual's**
38 **provision of verifiable parental consent.**

39 **Chapter 6. Enforcement**

40 **Sec. 1. An owner or operator of a social media provider that**

1 **violates this article commits a deceptive act that is actionable by**
2 **the attorney general under IC 24-5-0.5 and that is subject to the**
3 **penalties and remedies available to the attorney general under**
4 **IC 24-5-0.5."**

5 Renumber all SECTIONS consecutively.

(Reference is to SB 199 as reprinted January 29, 2026.)