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State of Minnesota

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HOUSE OF REPRESENTATIVES

NINETY-FOURTH SESSION

H. F. No. 4138

- 03/09/2026 Authored by Scott, Bahner, Robbins, Elkins, Dotseth and others
The bill was read for the first time and referred to the Committee on Judiciary Finance and Civil Law
- 03/23/2026 Adoption of Report: Amended and re-referred to the Committee on Commerce Finance and Policy
- 04/07/2026 Adoption of Report: Amended and re-referred to the Committee on Ways and Means
- 04/27/2026 Adoption of Report: Placed on the General Register as Amended
Read for the Second Time
- 05/12/2026 Calendar for the Day, Amended
Read Third Time as Amended
Passed by the House as Amended and transmitted to the Senate to include Floor Amendments

1.1 A bill for an act

1.2 relating to civil law; establishing requirements for social media platforms related

1.3 to accounts for minors; establishing enforcement mechanisms for regulations on

1.4 child social media accounts; providing for social media behavioral threat assessment

1.5 and reporting; amending Minnesota Statutes 2024, sections 325M.31; 325M.33;

1.6 proposing coding for new law in Minnesota Statutes, chapter 325M.

1.7 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

1.8 Section 1. Minnesota Statutes 2024, section 325M.31, is amended to read:

1.9 **325M.31 DEFINITIONS.**

1.10 (a) For purposes of sections 325M.30 to ~~325M.34~~ 325M.36, the following terms have

1.11 the meanings given.

1.12 (b) "Accessible user interface" means a way for a user to input data, make a choice, or

1.13 take an action on a social media platform in two clicks or fewer.

1.14 (c) "Account holder" means a natural person or legal person who holds an account or

1.15 profile with a social media platform.

1.16 (d) "Account interactions" means any action that a user can make within a social media

1.17 platform that could have a negative impact on another account holder. Account interactions

1.18 include but are not limited to:

1.19 (1) sending messages or invitations to users;

1.20 (2) reporting users;

1.21 (3) commenting on, resharing, liking, voting, or otherwise reacting to users' user-generated

1.22 content; and

2.1 (4) posting user-generated content or disseminating user-generated content to users.

2.2 Actions that have no impact on other users, including viewing user-generated content or
2.3 public content, are not account interactions.

2.4 (e) "Algorithmic ranking system" means a computational process, including one derived
2.5 from algorithmic decision making, machine learning, statistical analysis, or other data
2.6 processing or artificial intelligence techniques, used to determine the selection, order, relative
2.7 prioritization, or relative prominence of content from a set of information that is provided
2.8 to a user on a social media platform, including search results ranking, content
2.9 recommendations, content display, or any other automated content selection method.

2.10 (f) "Conspicuously" means the information is presented in a manner, given the
2.11 information's size, color, contrast, location, and proximity to any related information, as to
2.12 be readily noticed and understood by a reasonable user.

2.13 (g) "Content" means any media, including but not limited to written posts, images, visual
2.14 or audio recordings, notifications, and games, that a user views, reads, watches, listens to,
2.15 or otherwise interacts or engages with on a social media platform. Content includes other
2.16 account holders' accounts or profiles when recommended to a user by the social media
2.17 platform.

2.18 (h) "Engage" or "engagement" means a user's utilization of the social media platform.

2.19 (i) "Expressed preferences" means a freely given, considered, specific, and unambiguous
2.20 indication of a user's preferences regarding the user's engagement with a social media
2.21 platform. Expressed preferences must not be based on the user's time spent engaging with
2.22 content on the social media platform or on the use of features that do not indicate explicit
2.23 preference, including comments made, posts reshared, or similar actions that may be taken
2.24 on content the user perceives to be of low quality. Expressed preferences must not be
2.25 obtained through a user interface designed or manipulated with the substantial effect of
2.26 subverting or impairing a user's decision making.

2.27 (j) "Social media platform" means an electronic medium, including a browser-based or
2.28 application-based interactive computer service, Internet website, telephone network, or data
2.29 network, that allows an account holder to create, share, and view user-generated content
2.30 for a substantial purpose of social interaction, sharing user-generated content, or personal
2.31 networking. Social media platform does not include:

2.32 (1) an Internet search provider;

2.33 (2) an Internet service provider;

- 3.1 (3) an email service;
- 3.2 (4) a streaming service, online video game, e-commerce, or other Internet website where
3.3 the content is not user generated but where interactive functions enable chat, comments,
3.4 reviews, or other interactive functionality that is incidental to, directly related to, or dependent
3.5 upon providing the content;
- 3.6 (5) a communication service, including text, audio, or video communication technology,
3.7 provided by a business to the business's employees and clients for use in the course of
3.8 business activities and not for public distribution, except that social media platform includes
3.9 a communication service provided by a social media platform;
- 3.10 (6) an advertising network with the sole function of delivering commercial content;
- 3.11 (7) a telecommunications carrier, as defined in United States Code, title 47, section 153;
- 3.12 (8) a broadband service, as defined in section 116J.39, subdivision 1;
- 3.13 (9) single-purpose community groups for education or public safety;
- 3.14 (10) teleconferencing or video-conferencing services that allow reception and transmission
3.15 of audio and video signals for real-time communication, except that social media platform
3.16 includes teleconferencing or video-conferencing services provided by a social media platform;
- 3.17 (11) cloud computing services, which may include cloud storage and shared document
3.18 collaboration;
- 3.19 (12) providing or obtaining technical support for a platform, product, or service; or
- 3.20 (13) a platform designed primarily and specifically for creative professional users, as
3.21 distinct from the general public, to share their portfolio and creative content, engage in
3.22 professional networking, acquire clients, and market the creative professional user's creative
3.23 content and creative services through facilitated transactions.
- 3.24 (k) "Time sensitive" means content that is welcomed under a user's expressed preferences
3.25 and that has significantly reduced value to the user with the passing of time.
- 3.26 (l) "User" means a natural person who is located in Minnesota and who holds an account
3.27 or profile with a social media platform.
- 3.28 (m) "User-generated content" means any content created by an account holder that is
3.29 uploaded, posted, shared, or disseminated on the social media platform.

4.1 Sec. 2. Minnesota Statutes 2024, section 325M.33, is amended to read:

4.2 **325M.33 TRANSPARENCY REQUIREMENTS FOR SOCIAL MEDIA**
4.3 **PLATFORMS.**

4.4 A social media platform must publicly and conspicuously post the following information
4.5 on the social media platform's website:

4.6 (1) an explanation of how the social media platform limits excessive account interactions,
4.7 including:

4.8 (i) the maximum limit on the number of times that a user can engage in each specific
4.9 kind of account interaction in an hour, day, week, and month; and

4.10 (ii) whether and how the platform engages in any reduction in the ability of accounts to
4.11 affect other users when the user engages in a high number of account interactions that is
4.12 below the maximum limit;

4.13 (2) an explanation detailing how the platform:

4.14 (i) assesses the quality of content;

4.15 (ii) assesses users' expressed preferences regarding content; and

4.16 (iii) utilizes the assessments under items (i) and (ii) in each of the social media platform's
4.17 algorithmic ranking system, including how the assessments are weighted in relation to other
4.18 signals in the algorithmic ranking system;

4.19 (3) statistics on the platform's use with respect to the tenth, 25th, 50th, 75th, 90th, 95th,
4.20 99th, and 99.9th percentile of all platform account holders for each distinct type of account
4.21 interaction or engagement, including but not limited to:

4.22 (i) sending invitations or messages to other platform account holders;

4.23 (ii) commenting on, resharing, liking, voting for, or otherwise reacting to content;

4.24 (iii) posting new user-generated content;

4.25 (iv) disseminating user-generated content to other platform account holders; and

4.26 (v) time spent on the platform;

4.27 (4) an explanation of how the platform determines whether a notification is time sensitive
4.28 and how many time-sensitive and non-time-sensitive notifications are sent to users including:

5.1 (i) how many time-sensitive and non-time-sensitive notifications are sent with respect
5.2 to the tenth, 25th, 50th, 75th, 90th, 95th, 99th, and 99.9th percentile of all platform account
5.3 holders in a given day; and

5.4 (ii) how many time-sensitive and non-time-sensitive notifications are sent with respect
5.5 to the tenth, 25th, 50th, 75th, 90th, 95th, 99th, and 99.9th percentile of all platform account
5.6 holders during each hour between the hours of 11:00 p.m. and 7:00 a.m.; ~~and~~

5.7 (5) a description of all product experiments that have been conducted on 1,000 or more
5.8 users, including a description of the experimental conditions and the results of the product
5.9 experiment for all experimental conditions on users' viewing or engaging with content that:

5.10 (i) users indicate to be high or low quality;

5.11 (ii) users indicate complies or does not comply with the users' expressed preferences;

5.12 or

5.13 (iii) violates platform policies; and

5.14 (6) an explanation of the age estimation process used to determine the age of account
5.15 holders.

5.16 **EFFECTIVE DATE.** This section is effective July 1, 2027.

5.17 **Sec. 3. [325M.36] SOCIAL MEDIA BEHAVIORAL THREAT ASSESSMENT AND**
5.18 **REPORTING.**

5.19 **Subdivision 1. Social media behavioral threat assessment and reporting;**
5.20 **requirements. (a) A social media platform must review publicly available user-generated**
5.21 **content and if a social media platform becomes aware of any information that a mass violence**
5.22 **event is threatened, or has taken place, is taking place, or is likely to take place, in Minnesota**
5.23 **or to be committed by or committed against an individual or group located in Minnesota,**
5.24 **it shall immediately report its suspicion to the Minnesota Fusion Center (MNFC) and provide**
5.25 **all relevant information available.**

5.26 **(b) Nothing in this section prevents a social media platform from any other reporting**
5.27 **normally done in the course of business or as required by law, including contacting local,**
5.28 **state, or national law enforcement; school safety centers; or other facilities or individuals.**

5.29 **(c) For the purposes of this section, a "mass violence event" means a communicated,**
5.30 **demonstrated, or reasonably inferred threat of injury likely to cause death, or the threat of**
5.31 **killing or attempting to kill using targeted violence, mass casualty violence, or terrorism,**
5.32 **against an identified or reasonably identifiable individual or group, a location, an institution,**

6.1 or an event, where the violence is likely to result in death and where the facts and
6.2 circumstances indicate a credible intent, capability, or preparation to carry out the threatened
6.3 act.

6.4 (d) Information that must be provided in an immediate manner to the MNFC under this
6.5 section shall be reported within 24 hours of the social media platform becoming aware of
6.6 the information, or sooner if the information indicates an imminent mass violence event
6.7 will occur in less than 24 hours.

6.8 Subd. 2. **Enforcement.** (a) If a social media platform violates this section, the attorney
6.9 general may bring an enforcement action under paragraph (b).

6.10 (b) The attorney general may bring an enforcement action against a social media platform
6.11 to enforce a provision of this section in accordance with section 8.31. If the state prevails
6.12 in an action to enforce this section, the state may, in addition to penalties provided by
6.13 paragraph (c) or other remedies provided by law, be allowed an amount determined by the
6.14 court to be the reasonable value of all or part of the state's litigation expenses incurred.

6.15 (c) Any social media platform that violates this section is subject to an injunction and
6.16 any other equitable relief, and is liable for a civil penalty of not more than \$1,000,000 for
6.17 each violation.

6.18 Subd. 3. **Data practices.** The MNFC, along with the agency that carries on a law
6.19 enforcement function that subsequently obtains information from a social media platform,
6.20 must treat the data as criminal investigative data under section 13.82, subdivision 7.

6.21 Subd. 4. **Immunity from liability.** This section does not create a unique cause of action
6.22 for an individual. A social media platform that uses currently available technology and
6.23 follows the requirements of this section is not liable to an individual or any persons for the
6.24 criminal actions of another based on the requirements or standards in this section.

6.25 Sec. 4. **[325M.40] STOP HARMS FROM ADDICTIVE SOCIAL MEDIA.**

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

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

6.32 (c) "Addictive interface features" means:

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

7.4 (2) display of a profile-based feed;

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

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

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

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

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

7.21 (e) "Covered social media platform" means a social media platform that has 10,000 or
7.22 more account holders or that has earned at least \$1,000,000,000 in revenues worldwide in
7.23 one or more of the preceding three years.

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

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

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

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

8.17 (j) "Profile-based feed" means a feed in which the material presented has been selected
8.18 or prioritized by the covered social media platform for display to an account holder based
8.19 in whole or in part on personal information of that account holder, except that inclusion in
8.20 a feed of content created by a third party that is displayed to the account holder because the
8.21 account holder has taken an affirmative step to select the third party's content for inclusion
8.22 in the feed displayed to the account holder, such as by following, friending, or engaging in
8.23 similar actions in relation to the third party and not otherwise selected or prioritized for
8.24 display to the account holder based on personal information, shall not render the feed a
8.25 profile-based feed. Additionally, exclusion by a covered social media platform of certain
8.26 content from the feed of an account holder based on information about or any estimate of
8.27 the age of an account holder solely for the purpose of excluding content that (1) is obscene
8.28 as to children age 15 or younger, or (2) by policy of the covered social media platform is
8.29 not suitable for presentation to children of that age shall not render that feed a profile-based
8.30 feed.

8.31 (k) "Social media platform" means an Internet website or application that is open to the
8.32 public, allows a user to create an account, enables an account holder to communicate with
8.33 other users for the primary purpose of posting and viewing information, comments, messages,
8.34 images, or videos, and utilizes addictive interface features, provides profile-based feeds, or

9.1 utilizes personal information to display targeted paid commercial advertising. Social media
9.2 platform does not include:

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

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

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

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

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

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

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

10.1 be other than a child for purposes of this section. Otherwise, the covered social media
10.2 platform must treat the account holder as a child for purposes of this section.

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

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

10.21 (d) Nothing in this section shall be construed to create any duty on the part of a covered
10.22 social media platform to request, collect, or retain any information from or about any account
10.23 holder, except as provided under subdivision 7. The age estimate required by this section
10.24 shall be derived based on information collected by the covered social media platform in the
10.25 ordinary course of operation of the covered social media platform, and a covered social
10.26 media platform shall have no obligation under this section to estimate the age of an account
10.27 holder who has had an account with the covered social media platform continuously for at
10.28 least seven years or to take any action with respect to the account.

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

10.33 (b) A covered social media platform may not create an account for a user identified as
10.34 a child pursuant to this section, or change the terms and conditions of an account of a child,

11.1 without first obtaining verifiable parental consent. A covered social media platform that is
11.2 required to treat an account holder as a child pursuant to subdivision 2 must not maintain
11.3 an account of a child without verifiable consent consistent with the process in subdivision
11.4 6, paragraph (c). Information collected for the purpose of obtaining verifiable parental
11.5 consent shall not be used for any purpose other than obtaining verifiable parental consent
11.6 and shall not be sold, transferred, or disclosed, except to the extent necessary to comply
11.7 with any other applicable state or federal law or regulation.

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

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

11.13 (b) A covered social media platform may not change the privacy settings of an account
11.14 of a child so long as the account holder remains a child.

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

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

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

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

11.22 (d) Information collected on the account of a child by the social media platform shall
11.23 not at any time be sold, transferred, or disclosed, except to the extent necessary to comply
11.24 with any other applicable state or federal law or regulation.

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

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

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

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

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

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

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

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

12.33 Subd. 9. **Enforcement; remedies.** (a) A child or parent shall have a private right of
12.34 action for a violation of this section. The court may award declaratory or injunctive relief,

13.1 general and special damages, court costs and fees, reasonable attorney fees, and any other
13.2 appropriate relief as a result of a negligent, reckless, or knowing violation of this section.

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

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

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

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

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

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