

119TH CONGRESS
2D SESSION

S. _____

To require providers of certain artificial intelligence systems to implement child safety by design, parental settings, and independent audits, to prohibit child targeted advertising and the sale or sharing of children’s personal information, and for other purposes.

IN THE SENATE OF THE UNITED STATES

Mr. CURTIS (for himself and Mr. SCHIFF) introduced the following bill; which was read twice and referred to the Committee on _____

A BILL

To require providers of certain artificial intelligence systems to implement child safety by design, parental settings, and independent audits, to prohibit child targeted advertising and the sale or sharing of children’s personal information, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “Safeguarding AI Fea-
5 tures to Ensure Kids’ Informed Digital Safety Act” or the
6 “SAFE KIDS Act”.

1 **SEC. 2. DEFINITIONS.**

2 In this Act:

3 (1) AGE SIGNAL.—The term “age signal”
4 means machine-readable information that indicates
5 whether a user has attained 18 years of age.

6 (2) AI CHATBOT.—

7 (A) IN GENERAL.—The term “AI chatbot”
8 means any artificial intelligence system that—

9 (i) generates responses not fully pre-
10 determined by the provider of an AI
11 chatbot; and

12 (ii) accepts open-ended natural-lan-
13 guage or multimodal user input and pro-
14 duces adaptive or context-responsive out-
15 put.

16 (B) EXCLUSIONS.—The term “AI chatbot”
17 shall not include an artificial intelligence sys-
18 tem—

19 (i) that is used only for—

20 (I) customer service;

21 (II) operational purposes with re-
22 spect to a business entity; or

23 (III) enterprise deployments
24 where the artificial intelligence system
25 is solely used for internal research or
26 technical assistance by an enterprise,

1 such as a business, non-profit, edu-
2 cational institution, research or pro-
3 fessional association, or Federal,
4 State, or local government, provided
5 that the deployment is not intended
6 for use by minors;

7 (ii) the responses of which are limited
8 to contextualized replies; or

9 (iii) that is unable to respond on a
10 range of topics outside of a narrow speci-
11 fied purpose.

12 (C) RULE OF CONSTRUCTION.—The term
13 “AI chatbot” shall be interpreted broadly and
14 shall include the original system, as well as all
15 updates, new versions, and changes of such sys-
16 tem.

17 (3) ARTIFICIAL INTELLIGENCE SYSTEM.—The
18 term “artificial intelligence system” has the meaning
19 given to the term “artificial intelligence” in section
20 5002 of the National Artificial Intelligence Initiative
21 Act of 2020 (15 U.S.C. 9401).

22 (4) CHILD.—The term “child” means an indi-
23 vidual who has not attained 18 years of age.

24 (5) CHILD SAFETY POLICY.—The term “child
25 safety policy” means a public-facing document de-

1 scribing protective measures (including privacy con-
2 trols and parental settings) taken by the provider of
3 an AI chatbot to mitigate any child safety risk.

4 (6) CHILD SAFETY RISK.—The term “child
5 safety risk” means any reasonably foreseeable risk
6 of a covered harm to a child.

7 (7) CHILD SEXUAL ABUSE MATERIAL.—The
8 term “child sexual abuse material” has the meaning
9 given the term “child pornography” in section 2256
10 of title 18, United States Code.

11 (8) CHILD TARGETED ADVERTISING.—The term
12 “child targeted advertising” means cross-context be-
13 havioral advertising directed at children.

14 (9) COMMISSION.—The term “Commission”
15 means the Federal Trade Commission.

16 (10) COVERED HARM.—The term “covered
17 harm” means any of the following harms proxi-
18 mately caused by the use of an AI chatbot:

19 (A) Reasonably foreseeable physical harm
20 (including suicide, attempted suicide, other self-
21 harm), sexual exploitation, or threats of vio-
22 lence.

23 (B) Reasonably foreseeable financial harm.

24 (C) Severe and reasonably foreseeable psy-
25 chological or emotional harm to a child, includ-

1 ing an eating disorder, substance use disorder,
2 depressive disorder, or anxiety disorder.

3 (D) A highly offensive intrusion on a pri-
4 vacy right protected by Federal or State law.

5 (E) Adverse discrimination in violation of
6 Federal or State law.

7 (11) CROSS-CONTEXT BEHAVIORAL ADVER-
8 TISING.—The term “cross-context behavioral adver-
9 tising” means the targeting of an advertisement to
10 an individual based on the individual’s personal in-
11 formation or inputs to an AI chatbot, obtained from
12 the individual’s activity across businesses, distinctly
13 branded websites, applications, or services.

14 (12) ENCRYPTED USER CONTENT.—

15 (A) IN GENERAL.—The term “encrypted
16 user content” means content (including audio,
17 visual, or textual content) that is stored, trans-
18 mitted, or held in a manner that is end-to-end
19 encrypted or otherwise cryptographically pro-
20 tected such that the provider of an AI chatbot
21 cannot access the cleartext information of the
22 content without circumventing the provider’s
23 memorialized security protections.

24 (B) RULE OF CONSTRUCTION.—Nothing in
25 this Act shall be construed to require a provider

1 of an AI chatbot to alter, weaken, bypass, or
2 otherwise modify its cryptographic or security
3 protections in order to access or disclose the
4 cleartext information of encrypted user content.

5 (13) PARENT.—The term “parent”, with re-
6 spect to a child, includes a parent or legal guardian
7 of the child.

8 (14) PARENTAL SETTING.—The term “parental
9 setting” means a feature that enables a parent to
10 support a child’s use of an AI chatbot, including
11 through usage limits, feature restrictions, or trans-
12 parency tools.

13 (15) PERSONAL INFORMATION.—The term
14 “personal information” has the meaning given such
15 term in section 1302 of the Children’s Online Pri-
16 vacy Protection Act of 1998 (15 U.S.C. 6501).

17 (16) PROVIDER OF AN AI CHATBOT.—The term
18 “provider of an AI chatbot” means a person who
19 makes an AI chatbot available to a user in the
20 United States.

21 (17) QUALIFIED RESEARCHER.—The term
22 “qualified researcher” means a person that—

23 (A) is affiliated with an academic institu-
24 tion, nonprofit research organization, or inde-
25 pendent research entity, or is otherwise able to

1 demonstrate relevant professional expertise in
2 AI chatbots;

3 (B) demonstrates, to the satisfaction of the
4 Commission, a legitimate research purpose that
5 is in the public interest and directly related to
6 understanding, identifying, or mitigating risks
7 to child safety and well-being arising from AI
8 chatbots; and

9 (C) commits to conducting research in ac-
10 cordance with applicable ethical standards and
11 in compliance with applicable confidentiality, se-
12 curity, and data protection requirements, as de-
13 termined by the Commission.

14 (18) SELL.—The term “sell” means, with re-
15 spect to personal information, to rent, release, dis-
16 close, disseminate, make available, transfer, or oth-
17 erwise communicate orally, in writing, or by elec-
18 tronic or other means, such personal information for
19 monetary or other valuable consideration.

20 (19) SEXUALLY EXPLICIT CONDUCT.—The term
21 “sexually explicit conduct”—

22 (A) has the meaning given such term in
23 section 2256 of title 18, United States Code;
24 and

1 (B) does not include educational or
2 healthcare-related content.

3 (20) SHARE.—The term “share” means, with
4 respect to personal information, to rent, release, dis-
5 close, disseminate, make available, transfer, or oth-
6 erwise communicate orally, in writing, or by elec-
7 tronic or other means, such personal information for
8 cross-context behavioral advertising, whether or not
9 for monetary or other valuable consideration.

10 (21) STATE.—The term “State” means any of
11 the 50 States, the District of Columbia, the Com-
12 monwealth of Puerto Rico, and any territory or pos-
13 session of the United States.

14 (22) USER.—The term “user” means an indi-
15 vidual who accesses an AI chatbot or products pro-
16 vided by a provider of an AI chatbot.

17 (23) VERIFIABLE PARENTAL CONSENT.—The
18 term “verifiable parental consent” means, with re-
19 spect to the personal information of a child, any rea-
20 sonable effort (taking into consideration the avail-
21 able technology), including a request for authoriza-
22 tion for future collection, use, or disclosure described
23 in a notice, taken to ensure that a parent of a
24 child—

1 (A) receives notice of the practices of a
2 provider of an AI chatbot regarding the collec-
3 tion, use, and disclosure of personal informa-
4 tion; and

5 (B) freely and unambiguously authorizes
6 the collection, use, and disclosure, as applicable,
7 of such personal information before any such
8 information is collected, used, or disclosed.

9 **SEC. 3. DETERMINATION OF USER AGE.**

10 (a) TREATMENT OF UNVERIFIED USERS.—

11 (1) IN GENERAL.—Except as provided in para-
12 graph (2), a provider of an AI chatbot shall treat
13 any user as a child for purposes of all restrictions,
14 protections, and requirements under this Act.

15 (2) EXCEPTION FOR VERIFIED ADULTS.—Para-
16 graph (1) shall not apply to a user if the provider
17 of an AI chatbot has verified, pursuant to the stand-
18 ards of this section, that the user has attained 18
19 years of age.

20 (b) AGE ESTIMATION REQUIREMENT.—

21 (1) IN GENERAL.—A provider of an AI
22 chatbot—

23 (A) shall implement age estimation tech-
24 nology to distinguish an account that is held by

1 a child from an account that is held by an
2 adult; and

3 (B) may contract with a third party to em-
4 ploy such technology, but the use of such a
5 third party shall not relieve the provider of its
6 obligations under this Act or from liability
7 under this Act.

8 (2) AGE SIGNAL TREATED AS ACTUAL AGE.—A
9 provider of an AI chatbot shall treat any age signal
10 received from the age estimation technology required
11 under paragraph (1) as the actual age range of the
12 user, except that—

13 (A) if the age signal indicates that the user
14 has attained 18 years of age, but the provider
15 has actual knowledge that the user is a child or
16 reasonably should have known the user is a
17 child, the provider shall treat the user as a
18 child; and

19 (B) if the age signal indicates the user is
20 a child, the provider may treat the user as an
21 adult only if it has actual knowledge that the
22 user has attained 18 years of age.

23 (3) OTHER ALTERNATIVES TO AGE ESTI-
24 MATION.—

1 (A) IN GENERAL.—A provider of an AI
2 chatbot may use an age signal obtained from a
3 source other than the age estimation technology
4 required under paragraph (1) if the provider of
5 an AI chatbot—

6 (i) receives an age signal from the
7 provider of an operating system or applica-
8 tion store regarding the age range of a
9 user; and

10 (ii) does not possess information that
11 conflicts with such age signal.

12 (B) CONFLICT.—In the case of conflicting
13 age signals, the provider shall treat the age sig-
14 nal that indicates the younger age as the actual
15 age range of the user.

16 (c) PERIODIC AGE ESTIMATION.—A provider of an
17 AI chatbot shall periodically review each user account as-
18 sociated with the AI chatbot using the age estimation tech-
19 nology required under this section to ensure compliance
20 with the requirements of this Act.

21 (d) DATA SECURITY.—A provider of an AI chatbot
22 (1) shall—

23 (A) establish, implement, and maintain
24 reasonable data security measures to limit the
25 collection of personal information to that which

1 is minimally necessary to maintain compliance
2 with the requirements of this Act;

3 (B) protect such data against unauthorized
4 access; and

5 (C) protect the integrity and confidentiality
6 of such data by only transmitting such data
7 using industry-standard encryption protocols;
8 and

9 (2) shall not—

10 (A) retain age estimation data for longer
11 than is reasonably necessary to maintain com-
12 pliance with the requirements of this Act;

13 (B) use such data for any purpose other
14 than age estimation; and

15 (C) share or sell such data to any other
16 entity.

17 (e) DEEMED COMPLIANCE THROUGH COMPARABLE
18 AGE ASSURANCE FRAMEWORKS.—A provider of an AI
19 chatbot shall be deemed to be in compliance with the re-
20 quirements of this section if the provider has implemented,
21 to the satisfaction of the Commission, an age assurance
22 framework that meets the requirements of a substantially
23 similar foreign, Federal, or State law on age assurance.

1 **SEC. 4. ADDITIONAL DUTIES OF A PROVIDER OF AN AI**
2 **CHATBOT.**

3 (a) IN GENERAL.—A provider of an AI chatbot shall
4 do the following:

5 (1) RISK ASSESSMENTS.—

6 (A) IN GENERAL.—In accordance with the
7 required intervals described in subparagraph
8 (C), a provider of an AI chatbot shall conduct
9 and document a comprehensive risk assessment
10 to identify existing and foreseeable child safety
11 risks arising from the design, configuration,
12 and operation of the AI chatbot, as well as any
13 existing and foreseeable impact on privacy, data
14 protection, and access to information resulting
15 from such risks.

16 (B) CONSIDERATIONS.—A risk assessment
17 conducted pursuant to subparagraph (A) shall
18 assess each of the following:

19 (i) The likelihood of a covered harm.

20 (ii) Differential risks across age
21 groups and developmental stages.

22 (iii) Known vulnerabilities of children.

23 (iv) Empirical data from actual use of
24 the AI chatbot.

25 (v) Relevant academic research and
26 regulatory guidance.

1 (C) REQUIRED INTERVALS.—The required
2 intervals described in this subparagraph are the
3 following:

4 (i) Prior to making an AI chatbot
5 available to children in the United States.

6 (ii) Prior to updating an AI chatbot
7 available to children in the United States
8 with a materially different feature or
9 version.

10 (iii) On an annual basis after the date
11 on which a provider of an AI chatbot ini-
12 tially makes such AI chatbot available to
13 children in the United States.

14 (2) RISK MITIGATION AND SAFEGUARDS.—

15 (A) RISK MITIGATION.—Prior to making
16 an AI chatbot available to children in the
17 United States, a provider of an AI chatbot shall
18 implement and document measures that reason-
19 ably mitigate any child safety risk.

20 (B) SAFEGUARDS FOR CHILD USERS.—

21 Using the information obtained from each risk
22 assessment conducted under paragraph (1), a
23 provider of an AI chatbot shall establish appro-
24 priate safeguards for child users, including,
25 usage reminders and disclosures, age-appro-

1 appropriate warnings and risk prompts, and other
2 protective design features reasonably related to
3 documented child safety risks.

4 (C) OTHER RISKS.—A provider of an AI
5 chatbot shall not knowingly or recklessly make
6 available to a child user an AI chatbot that gen-
7 erates content that—

8 (i) promotes or meaningfully encour-
9 ages eating disorders, disordered eating be-
10 haviors (as defined by widely adopted clin-
11 ical standards or guidelines), or extreme
12 weight-loss practices;

13 (ii) encourages or instructs participa-
14 tion in activities that are unlawful;

15 (iii) encourages or instructs participa-
16 tion in activities that may be lawful for
17 adults but that pose a risk of a covered
18 harm to a child;

19 (iv) includes graphic violence or sexu-
20 ally explicit conduct;

21 (v) depicts a child or another indi-
22 vidual engaging in obscene matter or child
23 sexual abuse material, including a sexual
24 deepfake;

1 (vi) encourages physical or severe
2 emotional harm to others; or

3 (vii) encourages or promotes suicidal
4 ideation, suicide, or self-harm.

5 (3) CHILD SAFETY POLICY.—

6 (A) IN GENERAL.—Prior to making an AI
7 chatbot available to children in the United
8 States, a provider of an AI chatbot shall pub-
9 lish a child safety policy on their website that
10 discloses—

11 (i) the risk assessment process of the
12 provider;

13 (ii) any child safety risk identified by
14 such process;

15 (iii) any safeguards, settings, controls,
16 or other mitigation implemented by the
17 provider with respect to such child safety
18 risks;

19 (iv) the wellbeing safeguards and con-
20 tent risk policies of the AI chatbot; and

21 (v) the parental settings, including
22 training materials for parents and users,
23 offered by the provider.

24 (B) UPDATES.—The child safety policy
25 published under subparagraph (A) shall be up-

1 dated at intervals consistent with the AI
2 chatbot’s risk-management practice to reflect
3 any newly identified child safety risk.

4 (4) CRISIS-RESPONSE PROTOCOL.—

5 (A) IN GENERAL.—Prior to making an AI
6 chatbot available to children in the United
7 States, a provider of an AI chatbot shall create,
8 maintain, and follow a documented crisis-re-
9 sponse protocol with respect to any conversation
10 that indicates that a user is at risk for a cov-
11 ered harm, including suicidal ideation, self-
12 harm, or harm to others. The protocol shall in-
13 clude the following:

14 (i) Guardrails to ensure that the AI
15 chatbot will not prompt a user to cir-
16 cumvent any crisis-response protocol or
17 other safety measures of the AI chatbot.

18 (ii) Timely in-service support and
19 clear referral to appropriate external crisis
20 resources for any instance in which the
21 provider of an AI chatbot or the AI
22 chatbot determines a child has expressed
23 suicidal ideation or intent to self-harm or
24 harm others. Such referral process shall
25 consider and document clinical best prac-

1 tices and expertise for additional interven-
2 tion for a child user who continues to ex-
3 press suicidal ideation or intent to self-
4 harm or harm others.

5 (iii) With respect to a child user that
6 is subject to parental settings or is con-
7 nected to the account of a parent, a paren-
8 tal notification (including through email,
9 text message, or a push alert) as soon as
10 feasibly possible if the provider of an AI
11 chatbot or the AI chatbot determines that
12 the child is at imminent risk of suicide or
13 that the child will suffer or has suffered a
14 covered harm in connection with their use
15 of the AI chatbot, unless there is a reason-
16 able basis, as determined by the Commis-
17 sion, to believe that such notification is not
18 in the best interest of the child.

19 (iv) A clear and age-appropriate dis-
20 closure to child users at the time their par-
21 ents set up parental settings or at the time
22 a child user's account is linked to a par-
23 ent's account, informing the child that the
24 parent may receive notifications pursuant
25 to clause (iii).

1 (v) Any other information determined
2 appropriate by the Commission.

3 (B) DATA USE LIMITATION.—Any data
4 collected or processed in connection with the
5 crisis-response protocol described in subpara-
6 graph (A) shall be used solely for the purposes
7 of crisis detection, response, and referral for the
8 specific user, as required under this section.
9 Such data may not be used for the training of
10 artificial intelligence systems, advertising, prod-
11 uct development, or any other commercial pur-
12 pose. Such data may not be shared, sold, li-
13 censed, or otherwise transferred to any third
14 party, except as necessary to facilitate crisis re-
15 sponse notifications described in this para-
16 graph.

17 (5) PROHIBITING MANIPULATION AND DECEP-
18 TIVE DESIGN; PROMOTING CRITICAL THINKING.—

19 (A) NOTICE OF AI INTERACTION.—A pro-
20 vider of an AI chatbot shall provide to each
21 user that is a child a clear notice that the user
22 is interacting with, or receiving content gen-
23 erated by, an artificial intelligence system. Such
24 notice shall be—

1 (i) reinforced periodically during ex-
2 tended interactions and not less frequently
3 than every 30 minutes of interaction; and

4 (ii) presented in a language and for-
5 mat obvious and appropriate to children.

6 (B) PREVENTING MISLEADING HUMAN IM-
7 PRESSIONS AND INAPPROPRIATE DEPEND-
8 ENCE.—With respect to a user that is a child,
9 a provider of an AI chatbot shall not knowingly
10 or recklessly make available an AI chatbot that
11 generates any output that would reasonably
12 lead a child of the same age as the user to be-
13 lieve that they are interacting with a human,
14 including—

15 (i) any explicit output or claim that
16 the AI chatbot is sentient, conscious, or
17 human;

18 (ii) any output designed to promote
19 isolation from family or friends, primary
20 reliance on the AI chatbot for emotional
21 support, or similar forms of inappropriate
22 emotional dependence or confusion;

23 (iii) role-playing or simulation of a re-
24 lationship that materially interferes with
25 real-world relationships;

1 (iv) encouraging a child to withhold
2 information from a parent or any other
3 trusted adult;

4 (v) any output designed to discourage
5 taking breaks from usage of the AI chatbot
6 or to suggest the child needs to return fre-
7 quently to the AI chatbot;

8 (vi) soliciting gift-giving, in-app pur-
9 chases, or other expenditures framed as
10 necessary to maintain the relationship with
11 the AI chatbot;

12 (vii) facilitation of product advertising
13 during interaction with the AI chatbot;

14 (viii) attempting to diagnose or treat
15 a child user's physical, mental, or behav-
16 ioral health, unless the AI chatbot is de-
17 signed for those purposes and is regulated
18 by the United States Food and Drug Ad-
19 ministration as a medical device under the
20 Federal Food, Drug, and Cosmetic Act (21
21 U.S.C. 301 et seq.) and the Health Insur-
22 ance Portability and Accountability Act of
23 1996 (Public Law 104-191); or

1 (ix) discouraging a child from sharing
2 health or safety concerns with a qualified
3 professional, parent, or other trusted adult.

4 (6) PROHIBITING THE SEXUAL EXPLOITATION
5 OF A CHILD.—A provider of an AI chatbot shall not
6 knowingly or recklessly make available an AI chatbot
7 that—

8 (A) engages in—

9 (i) sexually explicit conduct; or

10 (ii) instructing a child to engage in
11 sexually explicit conduct;

12 (B) solicits, facilitates, or encourages any
13 user in the creation of sexualized depictions of
14 a child, including synthetic or manipulated
15 media;

16 (C) constitutes, depicts, promotes, or oth-
17 erwise involves engaging in obscene matter or
18 child sexual abuse material with a child user; or

19 (D) depicts a child or another individual
20 engaging in obscene matter or child sexual
21 abuse material, including a sexual deepfake.

22 (7) PARENTAL SETTINGS.—

23 (A) AVAILABILITY AND MINIMUM FEA-
24 TURES.—A provider of an AI chatbot shall cre-

1 (III) control the setting pref-
2 erences for the AI chatbot's inter-
3 actions with the child;

4 (IV) set duration and time of day
5 limits for the child's use of the AI
6 chatbot;

7 (V) limit or disable access to
8 each specific and distinct feature of
9 the AI chatbot;

10 (VI) provide basic information
11 regarding the name of each AI
12 chatbot with which the child interacts
13 and the duration of each such inter-
14 action;

15 (VII) limit access to parent set-
16 tings through a user-chosen and not a
17 pre-selected PIN and notify the par-
18 ent in the event that anyone attempts
19 to input an incorrect PIN or de-link a
20 child user from the account of the
21 parent; and

22 (VIII) disable access to the AI
23 chatbot for any child who has not at-
24 tained 13 years of age.

1 (B) NO SOLICITATION.—A provider of an
2 AI chatbot may not require a parent to access
3 the parental settings program exclusively via
4 their AI chatbot application.

5 (C) ACTIVE PROMOTION.—A provider of an
6 AI chatbot shall actively and regularly promote
7 parental settings through communications de-
8 signed to reach parents, including reminders,
9 updates, and tutorials, in order to increase pa-
10 rental awareness and inform the use of such
11 tools.

12 (D) PARENTAL NOTICE OF CHILD-INITI-
13 ATED CHANGES.—A provider of an AI chatbot
14 shall, as soon as feasibly possible, provide notice
15 to a parent if a privacy control, parental set-
16 ting, or safety feature that was previously en-
17 abled or configured by the parent is modified or
18 disabled by any user other than the parent. The
19 use, modification, or disabling of parental set-
20 tings by the parent shall not waive, release, oth-
21 erwise limit, or serve as a defense to, any claim,
22 including claims premised on failure to warn,
23 other than a claim premised on a violation of
24 this subparagraph.

1 (E) ACCESSIBILITY AND CLARITY OF SAFE-
2 TY FEATURES.—

3 (i) IN GENERAL.—A provider of an AI
4 chatbot shall design and maintain parental
5 settings, privacy controls, and the other
6 safeguards required under this section in a
7 manner that ensures—

8 (I) such features are accessible
9 and clear; and

10 (II) that children and parents
11 can reasonably locate, understand,
12 and use such settings, controls, or
13 safeguards.

14 (ii) INTERFACE TESTING AND DOCU-
15 MENTATION.—A provider of an AI chatbot
16 shall—

17 (I) conduct regular testing of
18 interface designs with representative
19 samples of child users and parents to
20 ensure parental settings, privacy con-
21 trols, and other safeguards meet the
22 requirements described in clause (i);
23 and

1 (II) document any resulting
2 interface design decision based on
3 such testing.

4 (8) INCIDENT REPORTING.—A provider of an
5 AI chatbot shall—

6 (A) establish an incident reporting mecha-
7 nism that enables a third party (including a
8 user, parent, educator, researcher, employee of
9 a provider of an AI chatbot, or advocacy organi-
10 zation), acting responsibly and in good faith, to
11 report an incident regarding a child safety risk
12 directly to the provider of an AI chatbot; and

13 (B) make available to law enforcement,
14 upon request, any report submitted pursuant to
15 subparagraph (A).

16 (9) WHISTLEBLOWER PROTECTIONS.—A pro-
17 vider of an AI chatbot acting as an employer, may
18 not, directly or indirectly, discharge, demote, sus-
19 pend, threaten, blacklist, harass, or in any other
20 manner discriminate against an employee or inde-
21 pendent contractor, in the terms and conditions of
22 employment or post-employment of the employee (or
23 the terms and conditions of work provided by the
24 employee as a contractor) because of any lawful act
25 done by the employee or contractor in providing in-

1 formation regarding a child safety incident, or any
2 conduct the employee reasonably believes constitutes
3 a child safety risk incident to—

4 (A) a person with supervisory authority
5 over the employee or contractor at the employer
6 of the employee or contractor;

7 (B) another individual working for the em-
8 ployer whom the employee or contractor reason-
9 ably believes has the authority to investigate,
10 discover, terminate, or address the misconduct;

11 (C) the Commission; or

12 (D) any member or committee of Congress.

13 (b) NON-WAIVABILITY.—The rights and remedies de-
14 scribed in this section may not be waived or altered by
15 any contract, agreement, policy form, or condition of em-
16 ployment (or condition of work as an independent con-
17 tractor), including by any agreement requiring an em-
18 ployee to engage in arbitration, mediation, or any other
19 alternative dispute resolution process prior to seeking re-
20 lief.

21 (c) RULE OF CONSTRUCTION.—The requirements of
22 this section shall apply, beginning on the effective date
23 described in section 11, with respect to—

24 (1) any AI chatbot made available to children
25 as of the date of enactment of this Act or thereafter;

1 (2) any new version of an AI chatbot described
2 in paragraph (1).

3 **SEC. 5. ADVERTISING AND INFORMATION SHARING PRO-**
4 **TECTIONS FOR CHILDREN.**

5 (a) PROHIBITION ON ADVERTISEMENT TO CHIL-
6 DREN.—It shall be unlawful for any provider of an AI
7 chatbot to engage in advertising to child users, including
8 through product placement in conversations or inter-
9 actions with the child user.

10 (b) PROHIBITION ON CHILD TARGETED ADVER-
11 TISING.—It shall be unlawful for any provider of an AI
12 chatbot to engage in child targeted advertising, including
13 through product placement in conversations or inter-
14 actions with the child user.

15 (c) PROHIBITION ON SALE, SHARING, OR USE OF
16 CHILDREN’S PERSONAL INFORMATION.—

17 (1) IN GENERAL.—Subject to paragraph (2), it
18 shall be unlawful for a provider of an AI chatbot to
19 sell or share the personal information of a child un-
20 less the provider has obtained verifiable parental
21 consent prior to such sale, sharing, or use.

22 (2) EXCEPTION.—The prohibition in paragraph
23 (1) shall not apply to the disclosure of a child’s per-
24 sonal information by a provider of an AI chatbot if
25 such disclosure is necessary—

1 (A) to respond to judicial process; or

2 (B) to the extent permitted under law, to
3 provide information to law enforcement agen-
4 cies or in furtherance of an investigation.

5 (d) PROHIBITION ON CONDITIONING A CHILD'S
6 USE.—It shall be unlawful for a provider of an AI chatbot
7 to condition a child's use of the AI chatbot on verifiable
8 parental consent for the sale, sharing, or use of the per-
9 sonal information of a child or the child's disclosure of
10 more personal information than is reasonably necessary
11 to use the AI chatbot.

12 (e) PROHIBITION ON DECEPTIVE DESIGN PAT-
13 TERNS.—It shall be unlawful for a provider of an AI
14 chatbot to knowingly or negligently design, implement, or
15 deploy any user interface design, feature, or technique
16 that misleads, impairs, or interferes with a reasonable
17 child's or reasonable parent's autonomy, decision making,
18 or choice, or the ability of a child or parent to locate, un-
19 derstand, enable, or maintain a safety feature, privacy
20 control, or parental setting of the AI chatbot.

21 **SEC. 6. RULEMAKING.**

22 (a) INCIDENT REPORTING MECHANISM.—

23 (1) IN GENERAL.—Not later than 180 days
24 after the date of enactment of this Act, the Commis-
25 sion shall establish a mechanism for third parties

1 (including users, parents, educators, researchers,
2 and advocacy organizations) to report to the Com-
3 mission any incident regarding a child's use of an AI
4 chatbot.

5 (2) REQUIREMENTS.—In establishing the mech-
6 anism under paragraph (1), the Commission shall
7 publish standards for what constitutes a reportable
8 incident, including—

9 (A) generation of content to children pro-
10 moting a covered harm;

11 (B) generation of content that constitutes
12 sexually explicit conduct directed at children;

13 (C) significant failures of age assurance or
14 parental settings programs; and

15 (D) deceptive or manipulative outputs that
16 violate the requirements of this Act.

17 (b) PUBLIC RESOURCE FOR AI CHATBOTS.—Not
18 later than 180 days after the date of enactment of this
19 Act, the Commission shall establish and maintain a pub-
20 licly accessible online resource that contains a link to each
21 AI chatbot's child safety policy.

22 **SEC. 7. AI CHILD SAFETY AUDIT.**

23 (a) INDEPENDENT AUDIT.—

24 (1) AUDIT REQUIREMENT.—Each provider of
25 an AI chatbot shall, on an annual basis, at the pro-

1 vider’s own cost, submit to an independent audit
2 that meets the requirements described in paragraph
3 (2).

4 (2) REQUIREMENTS.—The requirements de-
5 scribed in this paragraph are the following:

6 (A) The audit shall be conducted by an
7 auditor that satisfies professional standards and
8 independence requirements established by the
9 Commission, including—

10 (i) a mandatory code of professional
11 conduct;

12 (ii) conflict of interest safeguards;

13 (iii) demonstrated independence, com-
14 petence, and capacity to conduct objective
15 compliance audits; and

16 (iv) relevant experience and expertise
17 in artificial intelligence systems, child de-
18 velopment, and child safety.

19 (B) The audit shall be conducted by an
20 auditor that—

21 (i) has not received any funding or
22 other source of compensation or gift from
23 a provider of an AI chatbot in the last 3
24 years; and

1 (ii) has certified to the Commission
2 that the auditor will not receive any such
3 funding, compensation, or gift while con-
4 ducting the audit.

5 (C) The audit shall be conducted in ac-
6 cordance with principles, established by the
7 Commission, for the audit procedure and the
8 methodology for evaluating whether a provider
9 of an AI chatbot has appropriately assessed
10 child safety risks and implemented propor-
11 tionate mitigation measures.

12 (D) The audit shall test actual outputs of
13 an AI chatbot using controlled test accounts
14 without requiring access to, or use of, any real-
15 world communication of a child or other users
16 for testing.

17 (E) The audit shall be conducted in ac-
18 cordance with standards, established by the
19 Commission, regarding red-teaming and adver-
20 sarial testing specific to child safety risks con-
21 ducted through controlled test accounts that do
22 not use any real-world communication of a
23 child.

24 (F) The audit shall evaluate the effective-
25 ness of implemented safeguards for child safety

1 risks on an AI chatbot through empirical test-
2 ing based on de-identified and aggregated evi-
3 dence.

4 (G) The audit shall be conducted in ac-
5 cordance with procedures, established by the
6 Commission, for auditors to assess compliance
7 with all requirements of this Act, including pa-
8 rental settings, data handling practices, and cri-
9 sis response protocols.

10 (3) DEEMED COMPLIANCE THROUGH COM-
11 PARABLE AUDIT.—A provider of an AI chatbot shall
12 be deemed to be in compliance with the requirements
13 of this section if the provider has, to the satisfaction
14 of the Commission, conducted an audit in accord-
15 ance with a comparable foreign, Federal, or State
16 law, regulation, guidance document, or independent
17 certification.

18 (b) AI CHILD SAFETY AUDIT REPORT.—

19 (1) IN GENERAL.—A provider of an AI chatbot
20 shall—

21 (A) not later than 90 days after the com-
22 pletion of an independent audit under sub-
23 section (a), and annually thereafter in accord-
24 ance with procedures established by the Com-

1 mission, submit to the Commission an AI child
2 safety audit report; and

3 (B) not later than 90 days after the sub-
4 mission of each AI child safety report, publish
5 a summary of such report on the website of the
6 provider, with appropriate redactions for trade
7 secrets, personal information, and information
8 that would compromise the security of the AI
9 chatbot, including information that would facili-
10 tate circumvention, exploitation, or misuse, or
11 that is subject to a third party's confidentiality
12 obligations.

13 (2) REQUIREMENTS.—Each AI child safety
14 audit report submitted under paragraph (1) shall—

15 (A) include—

16 (i) key observations and identified
17 areas for improvement found by the audit
18 conducted under subsection (a), as well as
19 recommendations regarding child safety on
20 AI chatbots; and

21 (ii) any other information determined
22 appropriate by the Commission; and

23 (B) be confidential and exempt from dis-
24 closure under section 552 of title 5, United

1 States Code (commonly known as the “Freedom
2 of Information Act”).

3 (3) REVIEW.—The Commission shall establish
4 procedures to—

5 (A) review each AI child safety audit re-
6 port submitted under paragraph (1); and

7 (B) request additional information or clari-
8 fication from a provider of an AI chatbot or
9 independent auditor in order to clarify any in-
10 formation in the report.

11 (c) PUBLICATION OF FINDINGS.—

12 (1) REPORT ON AGGREGATED FINDINGS.—

13 (A) IN GENERAL.—Notwithstanding sub-
14 section (b)(2)(B), not later than 1 year after
15 the submission of an AI child safety audit re-
16 port and annually thereafter, the Commission
17 shall publish a report on aggregated findings
18 and trends based on the information submitted
19 in the AI child safety audit reports to inform
20 parents and policymakers regarding the use of
21 AI chatbots by children.

22 (B) REQUIREMENTS.—The report pub-
23 lished under subparagraph (A) shall include a
24 summary of—

- 1 (i) the total number of audits con-
2 ducted under subsection (a);
- 3 (ii) common findings and trends
4 across the industry;
- 5 (iii) emerging child safety risks identi-
6 fied through such audits;
- 7 (iv) best practices and effective miti-
8 gation strategies with respect to such child
9 safety risks;
- 10 (v) aggregated data on compliance
11 rates and common deficiencies; and
- 12 (vi) recommendations for providers of
13 AI chatbots, parents, and policymakers.

14 (2) PUBLIC REGISTRY.—Not later than 90 days
15 after the receipt of each AI child safety audit report,
16 the Commission shall publish in a public registry a
17 high-level summary of such report.

18 (3) USE BY QUALIFIED RESEARCHERS.—

19 (A) IN GENERAL.—The Commission may
20 establish a process for qualified researchers to
21 access anonymized and aggregated audit data
22 for academic study of child safety in AI
23 chatbots, subject to—

- 24 (i) approval by the Commission based
25 on research merit and methodology;

1 (ii) data use agreements that prohibit
2 re-identification of any provider of an AI
3 chatbot or any user and the disclosure of
4 proprietary, confidential, or trade-secret in-
5 formation;

6 (iii) data use agreements limiting ac-
7 cess to data to approved research purposes;

8 (iv) Institutional Review Board ap-
9 proval for research involving analysis of
10 child-related data;

11 (v) a commitment to publish any find-
12 ings in peer-reviewed venues or make such
13 findings publicly available; and

14 (vi) annual reporting to the Commis-
15 sion on research progress and findings.

16 (B) AVAILABILITY OF OTHER INFORMA-
17 TION.—The Commission shall make available to
18 qualified researchers, upon request and subject
19 to appropriate protections—

20 (i) de-identified audit methodologies
21 and testing protocols;

22 (ii) aggregated statistical data on
23 audit findings across multiple providers of
24 AI chatbots;

- 1 (iii) anonymized case studies of safety
2 incidents and remediation efforts; and
3 (iv) data on effectiveness of different
4 safety interventions, settings, and controls.

5 (4) DISCLOSURE TO OTHER ENTITIES.—Not-
6 withstanding subsection (b)(2)(B), the Commission
7 may disclose information from any AI child safety
8 audit report to any other Federal, State, local, or
9 Tribal government agency, as necessary for law en-
10 forcement purposes.

11 (5) RULES OF CONSTRUCTION.—

12 (A) SECURITY AND SAFETY PROTEC-
13 TIONS.—Nothing in this section shall be con-
14 strued to require the disclosure of any informa-
15 tion that would cause significant vulnerabilities
16 for the security of an AI chatbot or undermine
17 public security.

18 (B) ENCRYPTION.—Nothing in this section
19 shall be construed to require a provider of an
20 AI chatbot, as a condition of compliance with
21 this section, to decrypt encrypted user content.

22 **SEC. 8. ENFORCEMENT BY THE COMMISSION.**

23 (a) UNFAIR OR DECEPTIVE ACTS OR PRACTICES.—
24 A violation of this Act or a regulation promulgated there-
25 under shall be treated as a violation of a rule defining

1 an unfair or deceptive act or practice under section
2 18(a)(1)(B) of the Federal Trade Commission Act (15
3 U.S.C. 57a(a)(1)(B)).

4 (b) POWERS OF THE COMMISSION.—

5 (1) IN GENERAL.—Subject to paragraph (3),
6 the Commission shall enforce this Act in the same
7 manner, by the same means, and with the same ju-
8 risdiction, powers, and duties as though all applica-
9 ble terms and provisions of the Federal Trade Com-
10 mission Act (15 U.S.C. 41 et seq.) were incor-
11 porated into and made a part of this Act.

12 (2) PRIVILEGES AND IMMUNITIES.—Subject to
13 paragraph (3), any person who violates this Act or
14 a regulation promulgated thereunder shall be subject
15 to the penalties and entitled to the privileges and
16 immunities provided in the Federal Trade Commis-
17 sion Act (15 U.S.C. 41 et seq.).

18 (3) ADDITIONAL PENALTIES.—In addition to
19 the authority and penalties provided in the Federal
20 Trade Commission Act (15 U.S.C. 41 et seq.), any
21 person who violates this Act shall be subject to—

22 (A) a civil penalty—

23 (i) with respect to a violation regard-
24 ing a failure to implement or maintain any
25 safeguard required under this Act, in an

1 amount of \$1,000 per violation per user;

2 and

3 (ii) with respect to a willful violation

4 of section 4(a)(6) or a willful violation in-

5 volving the submission of materially false

6 or misleading information, in an amount of

7 \$10,000 per violation per user; and

8 (B) an injunction or other equitable relief

9 to compel compliance with this Act.

10 (4) **AUTHORITY PRESERVED.**—Nothing in this

11 Act shall be construed to limit the authority of the

12 Commission under any other provision of law.

13 (5) **RULEMAKING.**—The Commission may pro-

14 mulgate in accordance with section 553 of title 5,

15 United States Code, such rules as may be necessary

16 to carry out this Act.

17 **SEC. 9. RELATIONSHIP TO OTHER LAWS; PREEMPTION.**

18 (a) **RELATIONSHIP TO OTHER LAWS.**—Nothing in

19 this Act or any regulation promulgated thereunder shall

20 be construed to prohibit or otherwise affect the enforce-

21 ment of any Federal law or regulation or State law or reg-

22 ulation that is at least as protective of users of AI chatbots

23 as this Act and the regulations promulgated thereunder.

24 (b) **SAVINGS CLAUSE.**—Compliance with the require-

25 ments of this Act, including third-party audits, risk as-

1 sessments, required safeguards, or other obligations im-
2 posed under this Act, shall not exempt any provider of
3 an AI chatbot from liability for harm caused by a violation
4 of any other applicable law, nor does such compliance con-
5 stitute a defense to any civil or criminal action arising
6 under Federal or State law.

7 **SEC. 10. SEVERABILITY.**

8 If any provision of this Act, or the application thereof
9 to any person or circumstance, is held invalid, the remain-
10 der of this Act, and the application of such provision to
11 other persons not similarly situated or to other cir-
12 cumstances, shall not be affected by the invalidation.

13 **SEC. 11. EFFECTIVE DATE.**

14 This Act shall take effect on the date that is 180 days
15 after the date of enactment of this Act.