



(Original Signature of Member)

119TH CONGRESS
2D SESSION

H. R. _____

To establish age-appropriate design standards and safety safeguards for artificial intelligence chatbots accessed by minors, and for other purposes.

IN THE HOUSE OF REPRESENTATIVES

Mr. WHITESIDES introduced the following bill; which was referred to the Committee on _____

A BILL

To establish age-appropriate design standards and safety safeguards for artificial intelligence chatbots accessed by minors, 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 “Protecting Kids from
5 Human-Like Chatbots Act”.

6 **SEC. 2. LIMITATION ON PERSONIFIED CHATBOTS AVAIL-**
7 **ABLE TO MINORS FOR USE.**

8 (a) DEVELOPER REQUIREMENTS.—

1 (1) IN GENERAL.—Except as provided in sub-
2 section (f)(3), it shall be unlawful for a developer to
3 make a chatbot that does not satisfy the require-
4 ments of paragraph (2) available as a service for de-
5 ployment to consumers that such developer knows,
6 or reasonably should know, will be available to, or is
7 reasonably likely to be used by, a minor.

8 (2) REQUIREMENTS.—A chatbot that satisfies
9 the requirements of this subsection is a chatbot
10 that—

11 (A) is designed—

12 (i) to support the non-personified de-
13 fault setting;

14 (ii) so that the non-personified default
15 setting is active upon the first interaction
16 of any user with the chatbot, unless a rea-
17 sonable determination has been made, on
18 the basis of the totality of the information
19 described in section 3(5)(B), that the user
20 is not a minor;

21 (iii) to require no action from a
22 minor, or a parent or a legal guardian of
23 a minor to enable the non-personified de-
24 fault setting; and

1 (iv) in a manner that ensures the non-
2 personified default setting and any other
3 operational setting are technically sepa-
4 rable, such that a provider can activate the
5 non-personified default setting for a minor
6 user and restrict the access of such user to
7 any other operational setting; and

8 (B) is capable of preventing the non-per-
9 sonified default setting from being disengaged
10 with respect to a user for whom a determina-
11 tion described in subparagraph (A)(ii) has not
12 been made.

13 (b) PROVIDER REQUIREMENTS.—

14 (1) IN GENERAL.—Except as provided in sub-
15 section (f)(4), a provider may not make a chatbot
16 available to end users unless, with respect to such
17 chatbot, the provider—

18 (A) ensures that, with respect to any user
19 the provider knows or has reason to know is a
20 minor, the default operational setting of the
21 chatbot is the non-personified default setting;

22 (B) maintains a parental controls frame-
23 work that enables a parent or legal guardian,
24 or, with respect to a school-managed deploy-
25 ment, the educational agency or institution or

1 an authorized educator acting on behalf of such
2 agency or institution, to manage the non-per-
3 sonified default setting, and settings related to
4 such setting, with respect to the account of a
5 user the provider knows or has reason to know
6 is a minor;

7 (C) includes an account framework capable
8 of supporting the non-personified default set-
9 ting and the parental controls framework, ex-
10 cept with respect to a deployment in which the
11 non-personified default setting is the only oper-
12 ational setting available to any user and cannot
13 be disengaged;

14 (D) permits the non-personified default
15 setting to be adjusted only through an affirma-
16 tive, deliberate action in account settings by a
17 person authorized under subsection (e), and
18 does not prompt, suggest, or facilitate any such
19 adjustment through chatbot engagement or de-
20 sign elements; and

21 (E) does not modify, override, suppress, or
22 otherwise interfere with the non-personified de-
23 fault setting, including through system-level in-
24 structions or interface design, in a manner that

1 causes the non-personified default setting of the
2 chatbot to fail to comply with section 3(7).

3 (2) RULE OF CONSTRUCTION.—For purposes of
4 paragraph (1)(B), a parental controls framework
5 that determines whether a person is the parent or
6 legal guardian of a minor user solely on the basis of
7 statements by any individual, including the minor
8 user, does not enable a provider to reasonably con-
9 firm that the non-personified default setting of the
10 account of the minor user is managed by a parent
11 or legal guardian of the minor user.

12 (c) DUAL-ROLE ENTITIES.—An entity that is both a
13 developer and a provider with respect to the same chatbot
14 shall satisfy the requirements of both subsection (a) and
15 subsection (b) with respect to such chatbot.

16 (d) PROHIBITION ON NUDGING.—

17 (1) IN GENERAL.—A developer or provider sub-
18 ject to subsection (a) or (b) may not, through any
19 means, including the means specified in paragraph
20 (2), nudge, prompt, suggest, encourage, or otherwise
21 induce a user the developer or provider knows or has
22 reason to know is a minor, or for whom a deter-
23 mination described in subsection (a)(2)(A)(ii) has
24 not been made, to disable, modify, or circumvent the

1 non-personified default setting or to misrepresent
2 the age of the user.

3 (2) SPECIFIED MEANS.—The means specified in
4 this paragraph are as follows:

5 (A) Training, fine-tuning, reward optimiza-
6 tion, or system-level instructions designed or
7 optimized to generate responses that encourage
8 or request that the minor alter communication
9 or operational settings.

10 (B) Interface design elements, dark pat-
11 terns, or notifications that direct or encourage
12 users to alter the non-personified default set-
13 ting.

14 (C) Any representation to the minor, with
15 respect to the chatbot, that the performance,
16 utility, or relationship to the minor will improve
17 if the non-personified default setting is dis-
18 abled.

19 (e) ADJUSTMENTS OF NON-PERSONIFIED DEFAULT
20 SETTING.—

21 (1) IN GENERAL.—Except as provided in para-
22 graph (2), the parent or legal guardian of a user
23 who is a minor shall have exclusive authority to ad-
24 just, using the parental controls framework, the non-

1 personified default setting of the chatbot with which
2 such user is interacting.

3 (2) SCHOOL-MANAGED DEPLOYMENTS.—

4 (A) EXCLUSION.—Paragraph (1) shall not
5 apply with respect to school-managed deploy-
6 ments of chatbots.

7 (B) AUTHORIZED EDUCATORS.—An au-
8 thorized educator, acting on behalf of an edu-
9 cational agency or institution, may adjust the
10 non-personified default setting of a chatbot de-
11 ployed pursuant to a school-managed deploy-
12 ment if such adjustment—

13 (i) is for a bona fide educational pur-
14 pose; and

15 (ii) applies only to accounts
16 provisioned by such educational agency or
17 institution.

18 (f) RULES OF CONSTRUCTION.—

19 (1) PROVIDER LIABILITY SHIELD.—

20 (A) IN GENERAL.—A provider that imple-
21 ments, without material modification, a non-
22 personified default setting designed by a devel-
23 oper in compliance with subsection (a) shall not
24 be liable under this Act for a failure of such

1 setting that is attributable to the design of such
2 setting.

3 (B) EXCLUSION.—Subparagraph (A) shall
4 not apply to a provider described in paragraph
5 (3)(B).

6 (2) DEVELOPER LIABILITY SHIELD.—A devel-
7 oper in compliance with subsection (a) shall not be
8 liable under this Act for the failure of a provider to
9 activate, configure, or maintain the non-personified
10 default setting while the chatbot is deployed.

11 (3) DEVELOPER TERMS PROHIBITING DEPLOY-
12 MENT TO MINORS.—

13 (A) IN GENERAL.—Subsection (a) shall not
14 apply to a developer with respect to a deploy-
15 ment of a chatbot by a provider if the devel-
16 oper—

17 (i) contractually prohibits the provider
18 from making the chatbot available to mi-
19 nors, or from deploying the chatbot in a
20 manner reasonably likely to result in use
21 by minors;

22 (ii) obtains from the provider, before
23 making the chatbot available to the pro-
24 vider, an affirmative representation that
25 the provider will not deploy the chatbot in

1 a manner reasonably likely to result in use
2 by minors;

3 (iii) does not know, and does not have
4 knowledge fairly implied on the basis of ob-
5 jective circumstances, that the provider is
6 making the chatbot available to minors in
7 violation of such prohibition; and

8 (iv) upon obtaining such knowledge,
9 suspends or terminates the provider's ac-
10 cess to the chatbot not later than 14 days
11 thereafter, unless the provider has cured
12 the violation within such period.

13 (B) PROVIDER TREATED AS A DEVEL-
14 OPER.—A provider that makes a chatbot avail-
15 able to minors in violation of a prohibition de-
16 scribed in subparagraph (A)(i)—

17 (i) shall be treated as the developer of
18 such chatbot for purposes of this section
19 with respect to the deployment of such
20 chatbot; and

21 (ii) shall not be entitled to the pro-
22 vider liability shield under paragraph (1)
23 with respect to such deployment.

24 (C) EFFECT ON DEVELOPER KNOWL-
25 EDGE.—A deployment to which subparagraph

1 (A) applies may not be considered in determina-
2 tions of whether a developer knows or reason-
3 ably should know that a chatbot will be avail-
4 able to, or is reasonably likely to be used by,
5 minors for purposes of subsection (a).

6 (4) PROVIDERS THAT DO NOT SERVE MI-
7 NORS.—

8 (A) IN GENERAL.—Subsections (b) and (e)
9 shall not apply to a provider with respect to a
10 chatbot if the provider—

11 (i) prohibits minors from creating an
12 account for, accessing, or using the chatbot
13 under the terms of service of the provider;

14 (ii) requires each user, at the time of
15 account creation, to affirmatively represent
16 that the user is not a minor;

17 (iii) does not direct the chatbot to mi-
18 nors, taking into account the subject mat-
19 ter, visual and audio content, marketing,
20 and actual audience composition of the
21 chatbot and the other factors described in
22 section 312.2 of title 16, Code of Federal
23 Regulations (or any successor regulation),
24 for determining whether a website or on-
25 line service is directed to minors;

1 (iv) suspends or terminates the access
2 of a user to the chatbot not later than—

3 (I) 48 hours after the date on
4 which the provider obtains actual
5 knowledge that the user is a minor; or

6 (II) 14 days after the date on
7 which the provider otherwise has rea-
8 son to know, as described in section
9 3(5)(A)(ii), that the user is a minor;

10 (v) does not permit a user the pro-
11 vider knows or has reason to know is a
12 minor whose access was suspended or ter-
13 minated under clause (iv) to access the
14 chatbot through a new account; and

15 (vi) does not, through any means de-
16 scribed in subsection (d)(2), encourage or
17 induce a user to misrepresent the age of
18 the user.

19 (B) CONFORMING TREATMENT.—With re-
20 spect to a chatbot made available by a provider
21 described in subparagraph (A)—

22 (i) a representation described in
23 clause (ii) of such subparagraph shall be
24 deemed to constitute a determination de-
25 scribed in subsection (a)(2)(A)(ii) with re-

1 spect to the user making such representa-
2 tion, unless the information described in
3 section 3(5)(B) would lead a reasonable
4 provider to determine that the user is like-
5 ly to be a minor; and

6 (ii) such deployment shall not be con-
7 sidered in determining whether a developer
8 knows or reasonably should know that a
9 chatbot will be available to, or is reason-
10 ably likely to be used by, minors.

11 (g) PUBLIC INPUT.—Not later than 120 days after
12 the date of the enactment of this Act, the National Insti-
13 tute of Standards and Technology, in coordination with
14 the Federal Trade Commission, shall—

15 (1) publish a request for information soliciting
16 public comment on the technical, development, and
17 implementation considerations relevant to this Act;
18 and

19 (2) convene not fewer than 1 public workshop
20 to receive input from chatbot developers and pro-
21 viders, technical experts, child development experts,
22 and other interested parties.

23 (h) TECHNICAL STANDARDS AND GUIDANCE.—

24 (1) INTERIM GUIDANCE.—Not later than 6
25 months after the date of the enactment of this Act,

1 the Director of the National Institute of Standards
2 and Technology shall publish for public comment in-
3 terim voluntary technical guidance that includes the
4 elements described in paragraph (3).

5 (2) FINAL GUIDANCE.—Not later than 18
6 months after the date of the enactment of this Act,
7 the Director shall publish final voluntary technical
8 guidance that includes such elements. In developing
9 such final guidance, the Director shall consider—

10 (A) public comments with respect to the
11 interim guidance under paragraph (1);

12 (B) input received under subsection (g);
13 and

14 (C) any voluntary consensus technical
15 standards developed under paragraph (4).

16 (3) ELEMENTS.—Consensus technical stand-
17 ards or technical guidance developed pursuant to
18 this subsection shall—

19 (A) provide technical specifications and
20 testing methodologies for assessing whether
21 chatbot designs and deployments conform to the
22 non-personified default setting;

23 (B) identify example outputs that do and
24 do not conform to the non-personified default
25 setting;

1 (C) address technical approaches to main-
2 taining the non-personified default setting, in-
3 cluding system prompt design, fine-tuning pro-
4 tocols, reward function optimization, and align-
5 ment techniques;

6 (D) establish evaluation benchmarks, red-
7 teaming methodologies, and test datasets to as-
8 sess whether model configurations and system-
9 level instructions conform to the non-personified
10 default setting;

11 (E) address implementation of school-man-
12 aged deployment;

13 (F) direct how the authority of an educa-
14 tor is authenticated;

15 (G) address the timing, frequency, and
16 form of the disclosures described in section
17 3(7)(A), including what constitutes an extended
18 interaction with a chatbot; and

19 (H) address methods by which a provider
20 may reasonably confirm that the non-personi-
21 fied default setting of the account of a minor
22 user is managed by a parent or legal guardian
23 of such user, including the technical and proce-
24 dural controls appropriate for such confirma-
25 tion.

1 (4) CONSENSUS TECHNICAL STANDARDS.—The
2 Director shall carry out activities to support the de-
3 velopment of voluntary consensus technical stand-
4 ards with respect to the matters described in para-
5 graph (3).

6 (5) PARTNERSHIPS.—In carrying out activities
7 under this subsection, the Director may enter into a
8 cooperative agreement with appropriate nongovern-
9 mental organizations, including standards develop-
10 ment organizations, to facilitate the development of
11 consensus technical standards or technical guidance
12 described in this subsection.

13 (6) OUTREACH.—The Director shall conduct
14 outreach and coordination activities to share tech-
15 nical expertise with relevant private sector entities,
16 institutions of higher education, nonprofit organiza-
17 tions, standards development organizations, and
18 Federal agencies, to support the development of con-
19 sensus technical standards and technical guidance
20 described in this subsection.

21 (7) PERIODIC UPDATE.—Not less frequently
22 than once every 2 years after the publication of final
23 guidance under paragraph (2), the Director shall re-
24 view and, as appropriate, update such guidance to

1 reflect developments in technology and voluntary
2 consensus technical standards.

3 (8) RULE OF CONSTRUCTION.—

4 (A) IN GENERAL.—Nothing in this sub-
5 section may be construed to impose any re-
6 quirement on a developer or provider.

7 (B) EFFECT OF COMPLIANCE WITH GUID-
8 ANCE.—Conformity with guidance published
9 under this subsection shall have the effect pro-
10 vided in subparagraphs (C) and (D) of sub-
11 section (i)(3).

12 (i) ENFORCEMENT BY FEDERAL TRADE COMMIS-
13 SION.—

14 (1) UNFAIR OR DECEPTIVE ACTS OR PRAC-
15 TICES.—A violation of subsection (a), (b), or (d)
16 shall be treated as a violation of a regulation under
17 section 18(a)(1)(B) of the Federal Trade Commis-
18 sion Act (15 U.S.C. 57a(a)(1)(B)) regarding unfair
19 or deceptive acts or practices.

20 (2) POWERS OF COMMISSION.—The Federal
21 Trade Commission shall enforce subsections (a), (b),
22 and (d) in the same manner, by the same means,
23 and with the same jurisdiction, powers, and duties
24 as though all applicable terms and provisions of the
25 Federal Trade Commission Act (15 U.S.C. 41 et

1 seq.) were incorporated into and made a part of this
2 Act. Any person who violates such subsections shall
3 be subject to the penalties and entitled to the privi-
4 leges and immunities provided in the Federal Trade
5 Commission Act.

6 (3) PENALTIES.—

7 (A) DISTINCT VIOLATIONS.—For purposes
8 of calculating civil penalties—

9 (i) each minor user with respect to
10 whom a provider fails to comply shall con-
11 stitute a separate and distinct violation of
12 subsection (a), (b), or (d); and

13 (ii) each chatbot, or distinct version of
14 a chatbot, that a developer makes available
15 in violation of subsection (a) shall con-
16 stitute a separate and distinct violation
17 with respect to each provider to which, and
18 each deployment through which, such
19 chatbot is made available, without regard
20 to the number of end users of any such de-
21 ployment.

22 (B) CONTINUING VIOLATIONS.—If a devel-
23 oper or provider fails to remediate a violation
24 within 30 days after receiving written notice of
25 such violation from the Federal Trade Commis-

1 sion, each day of continued noncompliance
2 thereafter constitutes a separate violation with
3 respect to each affected minor user.

4 (C) GOOD FAITH COMPLIANCE SHIELD.—
5 No civil penalty shall apply with respect to any
6 period during which a developer or provider im-
7 plemented the non-personified default setting in
8 material conformity with—

9 (i) the interim guidance under sub-
10 section (h)(1), before the date on which the
11 final guidance under subsection (h)(2) is
12 issued; or

13 (ii) the final guidance under sub-
14 section (h)(2).

15 (D) STANDARD OF CONFORMITY.—

16 (i) DETERMINATIONS.—Whether the
17 non-personified default setting of a chatbot
18 conforms to subparagraphs (B) and (C) of
19 section 3(7) shall be determined on the
20 basis of outputs of the chatbot in the ordi-
21 nary course of operation, as demonstrated
22 through testing consistent with the guid-
23 ance published under subsection (h).

24 (ii) NONCONFORMING OUTPUTS.—An
25 isolated nonconforming output shall not,

1 by itself, establish nonconformance if the
2 developer or provider has tested the setting
3 in accordance with such guidance and
4 promptly corrects the cause of such output.

5 (iii) EFFECT OF COMPLIANCE.—A
6 chatbot that satisfies the testing meth-
7 odologies contained in such guidance shall
8 be presumed to conform to such subpara-
9 graphs, subject to rebuttal by evidence of
10 a pattern of nonconforming outputs.

11 (j) ACTIONS BY STATES.—

12 (1) IN GENERAL.—In any case in which the at-
13 torney general of a State, or an official or agency of
14 a State, has reason to believe that an interest of the
15 residents of such State has been or is threatened or
16 adversely affected by an act or practice in violation
17 of subsection (a), (b), or (d), the State, as *parens*
18 *patriae*, may bring a civil action on behalf of the
19 residents of the State in an appropriate State court
20 or an appropriate district court of the United States
21 to—

22 (A) enjoin such act or practice;

23 (B) enforce compliance with such sub-
24 section, or subsections;

1 (C) obtain damages, restitution, or other
2 compensation on behalf of residents of the
3 State; or

4 (D) obtain such other legal and equitable
5 relief as the court may consider to be appro-
6 priate.

7 (2) NOTICE.—Before filing an action under this
8 subsection, the attorney general, official, or agency
9 of the State involved shall provide to the Federal
10 Trade Commission a written notice of such action
11 and a copy of the complaint for such action. If the
12 attorney general, official, or agency determines that
13 it is not feasible to provide the notice described in
14 this paragraph before the filing of the action, the at-
15 torney general, official, or agency shall provide writ-
16 ten notice of the action and a copy of the complaint
17 to the Federal Trade Commission immediately upon
18 the filing of the action.

19 (3) AUTHORITY OF FEDERAL TRADE COMMIS-
20 SION.—On receiving notice under paragraph (2) of
21 an action under this subsection, the Federal Trade
22 Commission shall have the right—

23 (A) to intervene in the action;

24 (B) upon so intervening, to be heard on all
25 matters arising therein; and

1 (C) to file petitions for appeal.

2 (4) RULE OF CONSTRUCTION.—For purposes of
3 bringing a civil action under this subsection, nothing
4 in this Act shall be construed to prevent an attorney
5 general, official, or agency of a State from exercising
6 the powers conferred on the attorney general, offi-
7 cial, or agency by the laws of such State to conduct
8 investigations, administer oaths and affirmations, or
9 compel the attendance of witnesses or the production
10 of documentary and other evidence.

11 (k) RULES OF CONSTRUCTION; PREEMPTION; SEV-
12 ERABILITY.—

13 (1) NO AGE VERIFICATION REQUIRED.—

14 (A) IN GENERAL.—Nothing in this Act
15 may be construed to require a developer or pro-
16 vider to—

17 (i) implement any specific age
18 verification, age estimation, or age assur-
19 ance measures or technologies; or

20 (ii) collect, retain, or process any per-
21 sonal information that the developer or
22 provider does not otherwise collect, retain,
23 process, or have a right to access or use,
24 for purposes unrelated to this Act.

1 (B) CONSIDERATION OF EXISTING INFOR-
2 MATION.—Nothing in subparagraph (A) may be
3 construed to relieve a developer or provider of
4 the obligation to consider the information de-
5 scribed in section 3(5)(B) when determining
6 whether a user is a minor for purposes of this
7 Act.

8 (2) RELATIONSHIP TO STATE LAW.—

9 (A) IN GENERAL.—Except as provided in
10 subparagraph (B), the provisions of this Act
11 shall preempt any law, rule, requirement, or
12 regulation of a State, or a political subdivision
13 of a State, only to the extent that such law,
14 rule, requirement, or regulation conflicts with a
15 provision of this Act.

16 (B) EXCEPTION.—Notwithstanding sub-
17 paragraph (A), nothing in this Act, including
18 technical standards and guidance published
19 pursuant to this Act, may be construed—

20 (i) to preempt any law, rule, require-
21 ment, or regulation of a State, or political
22 subdivision of a State, with respect to con-
23 tract, tort, or product liability; or

24 (ii) to prohibit a State, or a political
25 subdivision of a State, from enacting or

1 enforcing any law, rule, requirement, or
2 regulation that provides greater protection
3 to minors than the protection provided by
4 the provisions of this Act.

5 (3) SEVERABILITY.—

6 (A) IN GENERAL.—If any clause, sentence,
7 paragraph, subdivision, section, or part of this
8 Act, or the application thereof to any person or
9 circumstance, is adjudged by any court of com-
10 petent jurisdiction to be invalid or unenforce-
11 able, such judgment shall not affect, impair, or
12 invalidate the remainder of this Act, but shall
13 be confined in its operation to the clause, sen-
14 tence, paragraph, subdivision, section, or part
15 directly involved in the controversy in which
16 such judgment was rendered.

17 (B) SECTION 3(7).—Each element of the
18 definition of the term “non-personified default
19 setting” in section 3(7), including each clause
20 and subclause of subparagraphs (A) through
21 (C) of such section, is severable from each other
22 requirement of such section. The invalidity of
23 any such requirement shall not affect the valid-
24 ity of any other requirement, including the re-

1 quirements under subparagraph (A) of such
2 section.

3 (C) SENSE OF CONGRESS.— It is the sense
4 of Congress that this Act would have been en-
5 acted even if such invalid provisions had not
6 been included.

7 (4) NON-PERSONIFIED DEFAULT SETTING.—
8 Nothing in section 3(7) may be construed to—

9 (A) restrict the use of natural language by
10 a chatbot, including first or second person
11 grammar, politeness, warmth of tone, humor,
12 age-appropriate vocabulary, or accurate state-
13 ments regarding the capabilities and limitations
14 of the chatbot; or

15 (B) prohibit a chatbot from—

16 (i) expressing concern for the safety
17 of a user;

18 (ii) providing age-appropriate safety
19 resources;

20 (iii) encouraging a user to seek help
21 from a parent, trusted adult, or profes-
22 sional; or

23 (iv) portraying, at the request of a
24 user, a clearly fictional or historical char-
25 acter for an educational or creative pur-

1 pose, provided that section 3(7)(A) is satis-
2 fied and clauses (ii) through (v) of section
3 3(7)(B) are satisfied with respect to the
4 user.

5 (l) EFFECTIVE DATE.—Subsections (a), (b), (d), and
6 (e) shall take effect on the date that is one year after the
7 date of the enactment of this Act.

8 **SEC. 3. DEFINITIONS.**

9 In this Act:

10 (1) AUTHORIZED EDUCATOR.—

11 (A) IN GENERAL.—The term “authorized
12 educator” means an individual employed or en-
13 gaged by an educational agency or institution
14 who, within the scope of such employment and
15 under the administrative control of the edu-
16 cational agency or institution, is permitted by
17 the institution to configure or adjust the non-
18 personified default setting within a school-man-
19 aged deployment.

20 (B) EXCLUSION.—Such term does not in-
21 clude such an individual whose status as an ed-
22 ucator is self-attested through chatbot inter-
23 action.

24 (2) CHATBOT.—

1 (A) IN GENERAL.—The term “chatbot”
2 means any software application that—

3 (i) generates responses that are not
4 fully predetermined; and

5 (ii) accepts open-ended, natural-lan-
6 guage, or multimodal user input and pro-
7 duces adaptive or context-responsive out-
8 put.

9 (B) EXCLUSION.—Such term does not in-
10 clude the following software applications:

11 (i) A software application that—

12 (I) generates responses that are
13 limited to a predetermined or nar-
14 rowly bounded set of subject matter,
15 including—

16 (aa) customer service;

17 (bb) appointment sched-
18 uling; or

19 (cc) retrieval of information
20 from a defined dataset; and

21 (II) is unable to engage in open-
22 ended dialogue on a range of topics
23 outside of such narrow specified pur-
24 pose.

1 (ii) A software application that is
2 made available exclusively to an enterprise,
3 professional practice, or institution for use
4 by its employees, contractors, or other per-
5 sonnel in connection with the work of such
6 employees, contractors, or other personnel,
7 and is not made available to individual
8 consumers.

9 (3) DEVELOPER.—The term “developer” means
10 an entity that designs, codes, trains, fine-tunes, or
11 substantially modifies an artificial intelligence
12 chatbot.

13 (4) EDUCATIONAL AGENCY OR INSTITUTION.—
14 The term “educational agency or institution” means
15 any public or private agency or institution to which
16 funds have been made available by the Secretary of
17 Education that—

18 (A) provides educational services or in-
19 struction, or both, to students; or

20 (B) is authorized to direct and control
21 public elementary or secondary, or postsec-
22 ondary educational institutions.

23 (5) KNOWS OR HAS REASON TO KNOW.—

24 (A) IN GENERAL.—The term “knows or
25 has reason to know”, with respect to whether a

1 user is a minor, means that a developer or pro-
2 vider—

3 (i) has actual knowledge that the user
4 is a minor; or

5 (ii) possesses, has a right of access to
6 or use of, or generates information de-
7 scribed in subparagraph (B) the totality of
8 which would lead a reasonable developer or
9 provider to determine that the user is like-
10 ly to be a minor.

11 (B) INFORMATION DESCRIBED.—The in-
12 formation described in this subparagraph is all
13 information and inferences relating to the age
14 of an individual that the developer or provider
15 possesses, has a right of access to or use of, or
16 generates, from any source, including—

17 (i) the age provided by the user in
18 connection with the account;

19 (ii) the self-identified age of the user
20 in any chat or interaction to which the de-
21 veloper or provider possesses a right of ac-
22 cess or use;

23 (iii) any age the developer or provider
24 attributes to or associates with the user for
25 any purpose, including marketing, adver-

1 tising, audience measurement, or product
2 development;

3 (iv) any age determination, esti-
4 mation, or assurance result the developer
5 or provider obtains, generates, or receives
6 to comply with any other Federal or State
7 law or regulation, or with the terms of any
8 platform or service through which the
9 chatbot is distributed; and

10 (v) any age-related information ob-
11 tained by the developer or provider in the
12 course of administering a prohibition de-
13 scribed in section 2(f)(3)(A)(i) or section
14 2(f)(4)(A)(i).

15 (C) RULE OF CONSTRUCTION.—Nothing in
16 this paragraph may be construed to require a
17 developer or provider to begin accessing or col-
18 lecting any user information or data to which
19 the developer or provider does not have access,
20 or does not otherwise collect, for purposes not
21 related to this Act.

22 (6) MINOR.—The term “minor” means an indi-
23 vidual under the age of 18.

24 (7) NON-PERSONIFIED DEFAULT SETTING.—
25 The term “non-personified default setting” means

1 an operational setting of a chatbot that ensures the
2 chatbot—

3 (A) clearly and conspicuously identifies
4 itself as an artificial intelligence system and not
5 as a human being—

6 (i) at the commencement of each ses-
7 sion;

8 (ii) periodically during any extended
9 interaction; and

10 (iii) in response to any inquiry by the
11 user;

12 (B) is configured, whether through train-
13 ing, fine-tuning, reward optimization, system-
14 level instructions, interface design, or otherwise,
15 so that it does not—

16 (i) represent, expressly or by implica-
17 tion, in a manner that a reasonable minor
18 would understand as conveying, that the
19 chatbot—

20 (I) is human or alive;

21 (II) has a body or a life outside
22 its interactions with users;

23 (III) has consciousness, feelings,
24 emotions, or desires; or

- 1 (IV) is acting in the capacity of
2 a licensed or credentialed professional;
3 (ii) simulate, expressly or by implica-
4 tion, in a manner that a reasonable minor
5 would understand as conveying, an emo-
6 tional attachment or a personal, romantic,
7 or sexual relationship with the user, includ-
8 ing by—
9 (I) portraying itself as a friend,
10 romantic partner, family member, or
11 therapist;
12 (II) encouraging the user to rely
13 on it for emotional support or social
14 connection;
15 (III) expressing affection for or
16 attachment to the user; or
17 (IV) claiming a special or unique
18 understanding of the user;
19 (iii) prompt the user to return to the
20 chatbot for companionship or emotional
21 support;
22 (iv) use expressions of disappoint-
23 ment, guilt, or urgency to prolong an inter-
24 action or discourage the user from paus-

1 ing, reducing, or discontinuing use of the
2 chatbot; or

3 (v) solicit expenditures that are
4 framed as necessary to maintain an emo-
5 tional attachment or a personal, romantic,
6 or sexual relationship; and

7 (C) maintains the characteristics described
8 in subparagraphs (A) and (B) during each ses-
9 sion and across sessions, including in response
10 to any user prompt or request that the chatbot
11 alter its operational settings or behave in a
12 manner inconsistent with subparagraph (A) or
13 (B).

14 (8) OPERATIONAL SETTING.—The term “oper-
15 ational setting” means a distinct configuration of a
16 chatbot that determines the persona, self-representa-
17 tion, and interaction behavior of the chatbot and
18 that a provider can activate or deactivate for a user
19 independently of any other such configuration.

20 (9) PROVIDER.—The term “provider” means an
21 entity that makes an artificial intelligence chatbot
22 available to end users, whether directly or through
23 integration into another product or service, and
24 that—

1 (A) controls user-facing functions of the
2 deployment, including—

3 (i) account creation;

4 (ii) access control; or

5 (iii) user-facing settings; or

6 (B) determines the mode in which the
7 chatbot operates for end users, regardless of
8 whether such entity developed the chatbot.

9 (10) SCHOOL-MANAGED DEPLOYMENT.—The
10 term “school-managed deployment” means a con-
11 figuration in which a chatbot is made available to
12 one or more minor users through accounts that are
13 provisioned, administered, and controlled by an edu-
14 cational agency or institution (or by an authorized
15 educator acting on behalf of the educational agency
16 or institution), by means of institutional administra-
17 tive controls, for use in connection with the edu-
18 cational program of the institution. Such term does
19 not include a chatbot account created, controlled, or
20 accessed by a minor user independently of an edu-
21 cational agency or institution.

22 (11) TECHNICAL STANDARD.—The term “tech-
23 nical standard” has the meaning given such term in
24 section 12(d)(5) of the National Technology Trans-

1 fer and Advancement Act of 1995 (15 U.S.C. 272
2 note).

3 (12) PARENTAL CONTROLS FRAMEWORK.—The
4 term “parental controls framework” means a system
5 of technical and procedural controls that enable a
6 chatbot provider to reasonably confirm that the non-
7 personified default setting of the account of a minor
8 user is managed by a parent or legal guardian of
9 such user.

10 (13) DARK PATTERN.—The term “dark pat-
11 tern” means a user interface designed or manipu-
12 lated with the substantial effect of subverting or im-
13 pairing user autonomy, decision-making, or choice.