

**SENATE BILL No. 499**

By Committee on Federal and State Affairs

2-9

1 AN ACT concerning consumer protection; enacting the Kansas age-  
2 appropriate design code act; requiring businesses to assess and mitigate  
3 risks of compulsive use of digital products in minors; mandating  
4 privacy settings for minors to be set at the highest level by default;  
5 detailing the right of each consumer to access and control such  
6 consumer's own personal data; authorizing the attorney general to  
7 enforce compliance and adopt necessary rules and regulations; creating  
8 a private right of action for violations; enacting the Kansas stopping  
9 digital likeness abuse by nonconsensual digital replicas act; creating a  
10 private right of action for the unauthorized digital replication and  
11 distribution of individuals' digital likenesses; enacting the Kansas  
12 saving human connection act; prohibiting deceptive practices and  
13 ensuring transparency in chatbot interactions; imposing liability on  
14 chatbot providers for injuries caused by such providers' products;  
15 creating a private right of action for violations; granting the attorney  
16 general authority to enforce compliance of this act and adopt necessary  
17 rules and regulations.  
18

19 *Be it enacted by the Legislature of the State of Kansas:*

20 Section 1. Sections 1 through 12, and amendments thereto, shall be  
21 known and may be cited as the Kansas age-appropriate design code act.

22 Sec. 2. As used in the Kansas age-appropriate design code act, unless  
23 the context requires otherwise:

24 (a) "Act" means the Kansas age-appropriate design code act.

25 (b) (1) "Affiliate" means a legal entity that shares common branding  
26 with another legal entity or controls, is controlled by or is under common  
27 control with another legal entity.

28 (2) As used in paragraph (1), "control" or "controlled" means:

29 (A) Ownership of, or the power to vote, more than 50% of the  
30 outstanding shares of any class of voting security of a company;

31 (B) control in any manner over the election of a majority of the  
32 directors or of individuals exercising similar functions; or

33 (C) the power to exercise controlling influence over the management  
34 of a company.

35 (c) "Age assurance" means a range of methods used to determine,  
36 estimate or communicate the age or an age status of an online user.

1 (d) "Age status" means either an interval with an upper and lower age  
2 limit or a label indicating age above or below a specific age.

3 (e) (1) "Algorithmic recommendation system" means a computational  
4 process used to determine the selection, order, rank, relative prioritization  
5 or relative prominence of media provided to a user through an online  
6 service, product or feature, including search results, ranking,  
7 recommendations, display or any other method of automated selection.

8 (2) "Algorithmic recommendation system" does not include a  
9 computational process that:

10 (A) Enables users to find specific other users on a covered business's  
11 service, such as by entering individual information as a search query or  
12 uploading a list of contacts; or

13 (B) otherwise returns media responsive to a user's search query, as  
14 long as the system does not:

15 (i) Process other personal data of the user to determine the selection,  
16 order, rank, relative prioritization or relative prominence of the media; or

17 (ii) associate the search query with the user after the search results are  
18 returned.

19 (f) "Algorithmic feed" means a component of an online service,  
20 product or feature that displays or delivers a stream or list of media that is  
21 selected, ranked or arranged in whole or in part by an algorithmic  
22 recommendation system.

23 (g) (1) "Biometric data" means data generated from the technological  
24 processing of a consumer's unique biological, physical or physiological  
25 characteristics that allow or confirm the unique identification of the  
26 consumer, including:

27 (A) Iris or retina scans;

28 (B) fingerprints;

29 (C) facial or hand mapping, geometry or templates;

30 (D) vein patterns;

31 (E) voice prints or vocal biomarkers; and

32 (F) gait or personally identifying physical movement or patterns.

33 (2) "Biometric data" does not include:

34 (A) A digital or physical photograph;

35 (B) an audio or video recording; or

36 (C) any data generated from a digital or physical photograph, or audio  
37 or video recording, unless such data can be used to identify a specific  
38 individual.

39 (h) "Business associate" means the same as defined in 45 C.F.R. §  
40 160.103, as in effect on January 1, 2027.

41 (i) "Collect" means buying, renting, gathering, obtaining, receiving or  
42 accessing any personal data by any means. "Collect" includes receiving  
43 data from the consumer, either actively or passively, or by observing the

1 consumer's behavior.

2 (j) "Compulsive use" means a pattern of use of a covered business's  
3 product or service that:

4 (1) Is repetitive and is difficult for a user to stop or reduce despite a  
5 desire to do so; and

6 (2) materially disrupts one or more major life activities, including  
7 sleeping, eating, learning, reading, communicating or working.

8 (k) (1) "Consumer" means an individual who is a resident of the state  
9 of Kansas.

10 (2) "Consumer" does not include an individual acting in a commercial  
11 or employment context or as an employee, owner, director, officer or  
12 contractor of a company, partnership, sole proprietorship, nonprofit  
13 organization or government agency whose communications or transactions  
14 with the covered business occur solely within the context of that  
15 individual's role with the company, partnership, sole proprietorship,  
16 nonprofit organization or government agency.

17 (l) "Covered business" means a sole proprietorship, partnership,  
18 limited liability company, corporation, association, other legal entity or an  
19 affiliate thereof:

20 (1) That conducts business in the state of Kansas;

21 (2) that generates a majority of its annual revenue from online  
22 services;

23 (3) whose online products, services or features are reasonably likely  
24 to be accessed by a minor;

25 (4) that collects consumers' personal data or has consumers' personal  
26 data collected on its behalf by a processor; and

27 (5) that alone or jointly with others determines the purposes and  
28 means of the processing of consumers' personal data.

29 (m) "Covered entity" means the same as defined in 45 C.F.R. §  
30 160.103, as in effect on January 1, 2027.

31 (n) "Covered minor" means a consumer who a covered business  
32 knows or should have known, based on knowledge fairly implied under  
33 objective circumstances, is a minor.

34 (o) "Default" means a preselected option adopted by the covered  
35 business for the online service, product or feature.

36 (p) (1) "De-identified data" means data that does not identify and  
37 cannot reasonably be used to infer information about, or otherwise be  
38 linked to, an identified or identifiable individual, or a device linked to the  
39 individual, if the covered business that possesses the data:

40 (A) Takes reasonable measures to ensure that the data cannot be used  
41 to reidentify an identified or identifiable individual or be associated with  
42 an individual or device that identifies or is linked or reasonably linkable to  
43 an individual or household;

1 (B) publicly commits to processing the data only in a de-identified  
2 fashion and not attempting to re-identify the data; and

3 (C) contractually obligates any recipients of the data to comply with  
4 the provisions of this act.

5 (2) For purposes of subparagraph (A), "reasonable measures"  
6 includes the deidentification requirements provided by 45 C.F.R. §  
7 164.514, as in effect on January 1, 2027.

8 (q) "Derived data" means data that is created by the derivation of  
9 information, data, assumptions, correlations, inferences, predictions or  
10 conclusions from facts, evidence or another source of information or data  
11 about a minor or a minor's device.

12 (r) "Direct messaging" means sending private one-on-one or group  
13 messages to other users, separate from public posts.

14 (s) "Design" means:

15 (1) The processing of personal data; and

16 (2) design features.

17 (t) "Design feature" means any aspect of an online service, product or  
18 feature the covered business develops or creates, in whole or in part, to  
19 facilitate use of the online service, product or feature.

20 (1) "Design feature" includes, in whole or in part, any:

21 (A) Algorithmic recommendation system;

22 (B) algorithmic feed;

23 (C) user interface;

24 (D) notification or push alert system; and

25 (E) reward or incentive system.

26 (2) "Design feature" does not include any:

27 (A) Media;

28 (B) content moderation policy; or

29 (C) component of an algorithmic recommendation system that  
30 enforces the covered business' content moderation policies.

31 (u) "Genetic data" means any data, regardless of its format, that:

32 (1) Results from the analysis of a biological sample of an individual,  
33 or from another source enabling equivalent information to be obtained;  
34 and

35 (2) concerns genetic material, including deoxyribonucleic acids,  
36 ribonucleic acids, genes, chromosomes, alleles, genomes, alterations or  
37 modifications to deoxyribonucleic acids or ribonucleic acids, single  
38 nucleotide polymorphisms, epigenetic markers, uninterpreted data that  
39 results from analysis of the biological sample or other source and any  
40 information extrapolated, derived or inferred therefrom.

41 (v) "Identified or identifiable individual" means an individual who  
42 can be readily identified, directly or indirectly, including by reference to an  
43 identifier such as a name, an identification number, specific geolocation

1 data or an online identifier.

2 (w) "Known adult" means a consumer who a covered business knows  
3 or should have known, based on knowledge fairly implied under objective  
4 circumstances, is 18 years of age or older.

5 (x) "Minor" means an individual under 18 years of age.

6 (y) "Online service, product or feature" means a digital product that is  
7 accessible to the public via the internet, including a website or application,  
8 and does not mean any of the following:

9 (1) Telecommunications service, as defined in 47 U.S.C. § 153, as in  
10 effect on January 1, 2027;

11 (2) a broadband internet access service as defined in 47 C.F.R. §  
12 54.400, as in effect on January 1, 2027; or

13 (3) the sale, delivery or use of a physical product.

14 (z) (1) "Personal data" means any information, including derived data  
15 and unique identifiers, that is linked or reasonably linkable, alone or in  
16 combination with other information, to an identified or identifiable  
17 individual or to a device that identifies, is linked to or is reasonably  
18 linkable to one or more identified or identifiable individuals in a  
19 household.

20 (2) "Personal data" does not include de-identified data or publicly  
21 available information.

22 (aa) "Process" or "processing" means any operation or set of  
23 operations performed, whether by manual or automated means, on  
24 personal data or on sets of personal data, such as the collection, use,  
25 storage, disclosure, analysis, deletion, modification or otherwise handling  
26 of personal data.

27 (bb) "Processor" means a person who processes personal data on  
28 behalf of:

29 (1) A covered business;

30 (2) another processor; or

31 (3) a federal, state, tribal or local government entity.

32 (cc) (1) "Publicly available information" means information that:

33 (A) Is made available through federal, state, tribal or local  
34 government records or to the general public from widely distributed  
35 media; or

36 (B) a covered business has a reasonable basis to believe that the  
37 consumer has lawfully made available to the general public.

38 (2) "Publicly available information" does not include:

39 (A) Biometric data collected by a covered business about a consumer  
40 without the consumer's knowledge;

41 (B) information that is collated and combined to create a consumer  
42 profile that is made available to a user of a publicly available website,  
43 either in exchange for payment or free of charge;

- 1 (C) information that is made available for sale;
- 2 (D) an inference that is generated from the information described in  
3 subparagraphs (B) or (C);
- 4 (E) any obscene visual depiction, as described in 18 U.S.C. Pt. 1, Ch.  
5 71, as in effect on January 1, 2027;
- 6 (F) personal data that is created through the combination of personal  
7 data with publicly available information;
- 8 (G) genetic data, unless otherwise made publicly available by the  
9 consumer to whom the information pertains;
- 10 (H) information provided by a consumer on a website or online  
11 service made available to all members of the public, for free or a fee,  
12 where the consumer has maintained a reasonable expectation of privacy in  
13 the information, such as by restricting the information to a specific  
14 audience; or
- 15 (I) intimate images, authentic or computer-generated, known to be  
16 nonconsensual.
- 17 (dd) "Reasonable alternative design" means an alternative design  
18 feature for which the risk of encouraging compulsive use in minor users is  
19 lower, unless the use of this alternative design would reduce the benefit of  
20 the product to minor users in a way that substantially outweighs the  
21 reduction in the risk of compulsive use to minor users.
- 22 (ee) "Reasonably likely to be accessed" means the online service,  
23 product or feature is reasonably likely to be accessed by a covered minor  
24 based on any of the following indicators:
- 25 (1) The online service, product or feature is directed to children, as  
26 defined by the children's online privacy protection act, 15 U.S.C. §§ 6501–  
27 6506 and 16 C.F.R. Ch. 1, Subch. C, Pt. 312, as in effect on January 1,  
28 2027;
- 29 (2) the online service, product or feature is determined, based on  
30 competent and reliable evidence regarding audience composition, to be  
31 routinely accessed by an audience that is composed of at least 2% minor  
32 users, two through 17 years of age; or
- 33 (3) the covered business knew or should have known that at least 2%  
34 of the audience of the online service, product or feature includes minor  
35 users two through 17 years of age, provided that, in making this  
36 assessment, the covered business shall not collect or process any personal  
37 data that is not reasonably necessary to provide an online service, product  
38 or feature with which a minor is actively and knowingly engaged.
- 39 (ff) "Small business" means a covered business that meets the  
40 following criteria for the three preceding calendar years or for the period  
41 during which the covered business has been in existence, if such period is  
42 less than three years:
- 43 (1) The covered business's average annual gross revenues during the

1 period did not exceed \$25,000,000, as adjusted annually to reflect changes  
2 to the consumer price index; and

3 (2) the covered business, on average, did not annually collect,  
4 process, retain or transfer the personal data of more than 50,000  
5 individuals during the period for any purpose other than initiating,  
6 rendering, billing for, finalizing, completing or otherwise collecting  
7 payment for a requested service or product.

8 (gg) "Third party" means a natural or legal person, public authority,  
9 agency or body other than the covered minor or the covered business.

10 (hh) "Weight" means the individual numeric setting that controls the  
11 output of a recommender system at a high level across a covered online  
12 platform's user base, such as the relative contributions of different factors  
13 to an item's ranking.

14 Sec. 3. This act shall not apply to:

15 (a) A federal, state, tribal or local government entity in the ordinary  
16 course of such government's operation;

17 (b) protected health information that a covered entity or business  
18 associate thereof processes in accordance with or documents that a  
19 covered entity or business associate creates for the purpose of complying  
20 with HIPAA;

21 (c) information used only for public health activities and purposes  
22 described in 45 C.F.R. § 164.512, as in effect on January 1, 2027;

23 (d) information that identifies a consumer in connection with:

24 (1) Activities that are subject to the federal policy for the protection  
25 of human subjects as provided in 45 C.F.R. Pt. 46, as in effect on January  
26 1, 2027;

27 (2) research on human subjects undertaken in accordance with good  
28 clinical practice guidelines issued by the international council for  
29 harmonization of technical requirements for pharmaceuticals for human  
30 use;

31 (3) activities that are subject to the protections provided in 21 C.F.R.  
32 Pt. 50 and 21 C.F.R. Part 56, as in effect on January 1, 2027;

33 (4) research conducted in accordance with the requirements set forth  
34 in paragraphs (1) through (3) or otherwise in accordance with state or  
35 federal law;

36 (5) an entity that primarily acts as a journalist as defined in K.S.A.  
37 60-480, and amendments thereto, and that has a majority of such entity's  
38 workforce consisting of individuals acting as journalists; or

39 (6) a financial institution subject to 15 U.S.C. Ch. 94, as in effect on  
40 January 1, 2027.

41 Sec. 4. (a) A covered business shall not engage in any of the high-risk  
42 data practices or design features listed in subsection (b) with respect to any  
43 consumer unless:

- 1 (1) The consumer expressly and unambiguously requests the specific  
2 practice or feature; and
- 3 (2) the consumer is not a covered minor.
- 4 (b) A covered business shall not:
  - 5 (1) Collect, sell, share or retain any personal data of a consumer that  
6 is not necessary to provide an online service, product or feature with which  
7 the consumer is actively and knowingly engaged;
  - 8 (2) use previously collected personal data of the consumer for any  
9 purpose other than a purpose for which the personal data was collected,  
10 unless necessary to comply with any obligation under this act;
  - 11 (3) permit any individual, including a parent or guardian, to monitor  
12 the online activity of the consumer or to track the location of the consumer  
13 without providing a conspicuous signal to the consumer when the  
14 consumer is being monitored or tracked;
  - 15 (4) use the personal data of the consumer to select, recommend or  
16 prioritize media for the covered minor, unless the personal data is:
    - 17 (A) The consumer's express and unambiguous request to receive:
      - 18 (i) Media from a specific account, feed or user or to receive more or  
19 less media from that account, feed or user;
      - 20 (ii) a specific category of media, such as "cat videos" or "breaking  
21 news," or to see more or less of that category of media; or
      - 22 (iii) more or less media with characteristics similar to the media they  
23 are currently viewing;
    - 24 (B) user-selected privacy or accessibility settings;
    - 25 (C) the consumer's location, but only to determine whether the  
26 consumer is within the State for purposes of complying with this section;
    - 27 (D) the consumer's age status, but only to implement the covered  
28 business's policies regarding media appropriate for minors; or
    - 29 (E) a search query, provided the search query is only used to select  
30 and prioritize media in response to the search query;
  - 31 (5) send push notifications to the consumer between 12:00 a.m. and  
32 6:00 a.m.; or
  - 33 (6) use any design feature or component of a feature that:
    - 34 (A) Automatically plays a video, unless the video is the next in a  
35 series and the user expressly and unambiguously chose to play a prior  
36 video in the series;
    - 37 (B) uses intermittent variable reward schedules;
    - 38 (C) continuously loads new media in an algorithmic feed seamlessly  
39 and absent a specific request from the user, such as an infinite scroll feed;
    - 40 (D) is intended to induce compulsive use; and
    - 41 (E) has been identified and declared by the attorney general as a  
42 prohibited data practice or design feature pursuant to the rulemaking  
43 process outlined in subsection (c);

1 (7) provide a single setting to make more than one setting under this  
2 subsection less protective; or

3 (8) prompt a consumer to change any of the consumer's settings under  
4 this subsection unless strictly necessary to provide the consumer with the  
5 online product, service or feature with which they are actively or  
6 knowingly engaged.

7 (c) The attorney general shall, on or before January 1, 2027, adopt  
8 rules and regulations that prohibit data processing or design practices of a  
9 covered business that, in the opinion of the attorney general:

10 (1) Carry a risk of causing compulsive use that is not substantially  
11 outweighed by any benefits provided by the practice or feature to users; or

12 (2) subvert or impair user autonomy, decision making or choice  
13 during the use of an online service, product or feature of the covered  
14 business.

15 (d) The attorney general may review and update the rules and  
16 regulations adopted under subsection (c) as necessary to keep pace with  
17 emerging technology.

18 Sec. 5. (a) Prior to deploying any new design, or a material change to  
19 an existing design, to consumers, a covered business shall assess the risk  
20 that the design will encourage compulsive use in minor users.

21 (b) For any design that carries a reasonably foreseeable risk of  
22 encouraging compulsive use in minors, a covered business shall:

23 (1) Determine if there is a reasonable alternative design; and

24 (2) if one or more reasonable alternative designs do exist, provide the  
25 reasonable alternative design that carries the lowest risk of compulsive use  
26 as a default to each consumer, until:

27 (A) The consumer expressly and unambiguously requests the design;  
28 and

29 (B) the covered business determines, using a commercially  
30 reasonable and technically feasible age assurance method, that the  
31 consumer is not a minor.

32 (c) Notwithstanding subsection (b), a covered business shall not  
33 deploy any design to consumers if the design's assessed risk of compulsive  
34 use to minors outweighs the assessed benefit of the design to minors,  
35 unless:

36 (1) The consumer expressly and unambiguously requests the design;  
37 and

38 (2) the covered business determines, using a commercially reasonable  
39 and technically feasible age assurance method, that the consumer is not a  
40 minor.

41 (d) A covered business shall assess all existing designs and mitigate  
42 the risk of encouraging compulsive use in minors as described in this  
43 section.

1 (e) A covered business shall document each step taken in accordance  
2 with subsections (a), (b) and (c), along with any experiments, evidence and  
3 data that supports the assessments and determinations made, and retain  
4 such documents for a period of 10 years. All data collected about  
5 individual users to support this subsection shall be anonymized.

6 (f) A covered business shall submit all records related to the  
7 assessments and determinations made in subsections (a), (b) and (c) to an  
8 independent auditor annually, who will assess the records for compliance  
9 with this section and recommend any changes that would bolster  
10 compliance.

11 (g) Nothing in this section shall require a covered business to:

12 (1) Assess any media for the media's risk of inducing compulsive use;

13 or

14 (2) limit any consumer's access to any specific user-generated content  
15 or category of user-generated content.

16 (h) The provisions of this section shall not apply to any covered  
17 business that qualifies as a small business.

18 Sec. 6. (a) (1) A covered business shall configure all default privacy  
19 settings provided to a covered minor through the online service, product or  
20 feature to the highest level of privacy.

21 (2) A covered business shall provide the following settings by default  
22 to all covered minors:

23 (A) Do not use an algorithmic recommendation system to recommend  
24 to any known adult user that they connect to the covered minor as a friend,  
25 follower or contact;

26 (B) do not use an algorithmic recommendation system to recommend  
27 to any known adult user that they follow the covered minor's media, unless  
28 the covered minor's account was connected to the known adult's account as  
29 a friend, follower or contact prior to the recommendation;

30 (C) do not use an algorithmic recommendation system to recommend  
31 to any known adult user that they communicate with the covered minor  
32 through direct messaging, unless the covered minor's account was  
33 connected to the known adult's account as a friend, follower or contact  
34 prior to the recommendation;

35 (D) do not use an algorithmic recommendation system to recommend  
36 to the covered minor that they communicate with any known adult through  
37 direct messaging, unless the covered minor's account was connected to the  
38 known adult's account as a friend, follower or contact prior to the  
39 recommendation;

40 (E) do not display the covered minor's friends, followers, or contacts;  
41 and

42 (F) disable search engine indexing of the covered minor's account  
43 profile and media.

1 (3) (A) A covered business shall not display the location of any  
2 covered minor to any other user by default.

3 (B) A covered business shall only display the covered minor's  
4 location to another user when the covered minor has expressly and  
5 unambiguously chosen to share their location with the specific user.

6 (4) (A) A covered business shall not:

7 (i) Send push notifications to any covered minor by default; or

8 (ii) provide a single setting that enables all push notifications.

9 (B) A covered business shall provide covered minors with settings to  
10 enable or disable each specific category of push notification offered by the  
11 covered business on the product or service, such as marketing  
12 notifications, direct message notifications, media interaction notifications  
13 and any other category of notification pushed by the product or service.

14 (5) (A) A covered business shall:

15 (i) Disable by default all interaction counts, including counts of  
16 reactions and comments, on all of the covered minor's media;

17 (ii) offer settings to enable or disable specific types of interaction  
18 counts, such as comments, reactions, reshares or other categories of  
19 interactions; and

20 (iii) offer a single setting to turn all interaction counts on at once only  
21 if the settings to turn specific interactions on are equally or more  
22 prominent and accessible.

23 (6) A covered business shall not:

24 (A) Provide a covered minor with a single setting that makes more  
25 than one privacy setting less protective at once; or

26 (B) request or prompt a covered minor to make any of such minor's  
27 settings less protective, unless the change is strictly necessary for the  
28 covered minor to access a service or feature that such minor has expressly  
29 and unambiguously requested.

30 (b) A covered business that facilitates communications between users  
31 shall:

32 (1) Provide a prominent, accessible, and responsive tool that gives a  
33 covered minor the option to block specific users from taking, at minimum,  
34 each of the following actions:

35 (A) Accessing the user's media;

36 (B) interacting with the user's media;

37 (C) communicating with the user through the covered business'  
38 media;

39 (D) communicating with the user through direct messaging; and

40 (E) communicating with the user through any other means offered by  
41 the covered business through the product or service.

42 (2) The tool described in paragraph (1) shall provide a covered minor  
43 with the option to prevent media from the blocked user from appearing in

1 the covered minor's feed.

2 (3) The tool described in paragraph (1) shall, at a minimum, be  
3 accessible from a feature located:

4 (A) Proximate to every instance of another user's username and  
5 avatar;

6 (B) on all media shared by another user;

7 (C) on every direct message or direct message thread; and

8 (D) in a first-level settings menu labeled "Blocked Users".

9 (4) The features described in subparagraphs (A) through (C) of  
10 paragraph (3) shall provide a covered minor with the option to:

11 (A) Block the other user, which will trigger all of the settings in  
12 paragraphs (1) and (2); or

13 (B) go to the settings page to select more granular block settings for  
14 the other user.

15 (c) A covered business that offers an algorithmic feed to a covered  
16 minor that uses the covered minor's personal data to select, recommend or  
17 prioritize media in the feed shall:

18 (1) Provide a prominent and accessible user interface that enables the  
19 covered minor to:

20 (A) Expressly and unambiguously communicate such covered minor's  
21 preferences about the types of media to be recommended and to be  
22 blocked in the output of the relevant algorithmic recommendation system;  
23 and

24 (B) access, review and make changes to any personal data the  
25 covered business uses to determine the output of the relevant algorithmic  
26 recommendation system; and

27 (2) ensure that the relevant algorithmic recommendation system is  
28 informed by these preferences.

29 (d) A covered business that offers an algorithmic feed to a covered  
30 minor that uses the covered minor's personal data to select, recommend or  
31 prioritize media in the feed shall provide the covered minor with the  
32 choice of an algorithmic feed that only selects media from sources the  
33 covered minor affirmatively chose to follow or otherwise include in the  
34 feed.

35 (e) A covered business shall:

36 (1) Provide a prominent and accessible tool to allow:

37 (A) A covered minor to request the covered business delete any  
38 account profiles, media and personal data provided by, or obtained about,  
39 the covered minor, including personal data the covered minor provided to  
40 the covered business, personal data the covered business obtained from  
41 another source and derived data; and

42 (B) the parent or legal guardian of a covered minor to take such a  
43 request on the covered minor's behalf; and

1 (2) honor a request made under paragraph (1) not later than 15 days  
2 after a covered business receives the request.

3 (f) A covered business shall not delete anonymized data collected for  
4 the purpose of complying with the transparency requirements in Section  
5 5(e), and amendments thereto.

6 Sec. 7. A covered business shall prominently and clearly provide on  
7 such covered business's website or mobile application:

8 (a) The covered business's privacy information, terms of service,  
9 policies and community standards;

10 (b) for each algorithmic feed in use by the covered business:

11 (1) The purpose of the feed; and

12 (2) the algorithmic recommendation system or systems used to  
13 determine the feed;

14 (c) for each algorithmic recommendation system in use by the  
15 covered business:

16 (1) The purpose of the system;

17 (2) a description of any personal data of minors that is used as an  
18 input or to inform an input;

19 (3) the source of the personal data;

20 (4) the purpose of using the personal data; and

21 (5) how each personal data input is:

22 (A) Measured and determined, if it is derived data; and

23 (B) weighed relative to the other inputs reported in this subsection,  
24 categorized into one of four quartile groups according to the input's  
25 relative importance in contributing to the system's output; and

26 (d) for every other service feature of the product or service that uses  
27 the personal data of covered minors, descriptions of:

28 (1) The purpose of the service feature;

29 (2) the personal data collected by the service feature;

30 (3) the personal data used by the service feature;

31 (4) how the service feature uses the personal data;

32 (5) any personal data transferred to or shared with a processor or third  
33 party by the service feature, the identity of the processor or third party and  
34 the purpose of the transfer or sharing; and

35 (6) how long the personal data is retained.

36 Sec. 8. (a) Any covered business or processor conducting age  
37 assurance shall:

38 (1) Only collect personal data of a consumer that is strictly necessary  
39 for determining a consumer's age status;

40 (2) immediately upon determining whether a consumer is a covered  
41 minor, delete any personal data collected of that consumer for age  
42 assurance, except for the determination of the user's age status;

43 (3) not use any personal data of a consumer collected for age

1 assurance for any other purpose;

2 (4) not combine personal data of a consumer collected for age  
3 assurance, except for the determination of the consumer's age status, with  
4 any other personal data of the consumer;

5 (5) not disclose personal data of a consumer collected for age  
6 assurance to a third party that is not a processor; and

7 (6) implement a review process to allow consumers to appeal such  
8 consumer's age status determination.

9 (b) A covered business or processor that complies with all the  
10 provisions of this act shall not be held liable for any inaccuracies in a  
11 consumer's age status.

12 (c) The attorney general may adopt and update rules implementing  
13 this section, including:

14 (1) Describing:

15 (A) How covered businesses may comply with the covered minor and  
16 known adult standards;

17 (B) appropriate review processes for consumers appealing their age  
18 status determinations; and

19 (C) transparency measures that would increase consumer trust in age  
20 assurance; and

21 (2) providing any additional privacy protections for personal data  
22 collected for age assurance.

23 Sec. 9. (a) A violation of this act by a covered business shall  
24 constitute a deceptive act pursuant to the Kansas consumer protection act,  
25 K.S.A. 50-623 et seq., and amendments thereto.

26 (b) The attorney general shall have the same authority under this act  
27 to adopt rules and regulations, conduct civil investigations, bring civil  
28 actions and seek remedies as provided under the Kansas consumer  
29 protection act, K.S.A. 50-623 et seq., and amendments thereto.

30 (c) Any violation of this act or rules adopted pursuant to this act  
31 constitutes an injury in fact to a consumer.

32 (d) A consumer injured by a violation of this act may bring a civil  
33 action against the covered business or processor that violates this act, in  
34 which the court may award a prevailing plaintiff:

35 (1) Statutory damages of \$5,000 per individual per violation, as  
36 adjusted annually to reflect an increase in the consumer price index, or  
37 actual damages, whichever is greater;

38 (2) punitive damages, for reckless or knowing violations;

39 (3) injunctive relief;

40 (4) declaratory relief; and

41 (5) reasonable attorney's fees and litigation costs.

42 Sec. 10. Nothing in this act shall be interpreted or construed to:

43 (a) Impose liability in a manner that is inconsistent with 47 U.S.C. §

1 230;

2 (b) impose liability in a manner that is inconsistent with the first  
3 amendment to the Constitution of the United States;

4 (c) force any consumer to undergo age assurance as a condition of  
5 accessing the products or services of any covered business;

6 (d) prevent any consumer from accessing any user-generated media;  
7 or

8 (e) preempt or otherwise affect any right, claim, remedy, presumption  
9 or defense available at law or in equity, including, but not limited to, anti-  
10 discrimination, consumer protection, labor and civil rights laws.

11 Sec. 11. A covered business shall not discriminate or retaliate against  
12 any consumer, including denying products or services, charging different  
13 prices or rates for products or services, or providing lower quality products  
14 or services to the consumer, for receiving any of the protections contained  
15 in this act, exercising any of the rights contained in this act, for refusing to  
16 change their privacy and safety settings or for refusing to agree to the  
17 collection or processing of personal data or to the use of any design  
18 feature.

19 Sec. 12. Nothing in this act may be construed to infringe on the  
20 existing rights and freedoms of covered minors or be construed to  
21 discriminate against the covered minors based on race, ethnicity, sex,  
22 disability, religion or national origin.

23 Sec. 13. (a) Sections 13 through 18, and amendments thereto, shall be  
24 known and may be cited as the Kansas stopping likeness abuse by  
25 nonconsensual digital replicas act.

26 (b) (1) The purpose of this act is to enshrine robust, dignity-based  
27 protections for all individuals over their digital likeness against replication  
28 without consent, while respecting constitutional doctrine concerning  
29 public and limited-purpose public figures.

30 (2) Dignity-based protections recognize the intrinsic worth of human  
31 beings shared by all people, as well as the individual reputation of each  
32 person built upon their own individual actions and achievements.  
33 Violations of dignity-based protections, unlike property right violations, do  
34 not manifest in clear monetary or financial losses. Instead, violations of  
35 one's dignity produce emotional harms like distress, embarrassment or  
36 humiliation, as well as psychological harms. Violations may also cause  
37 reputational harm, including being misrepresented in relation to a matter,  
38 including one's beliefs, identities and actions or experiencing  
39 disadvantageous changes in employment status, position or duties as a  
40 result of the violation. Monetary and financial harms can accompany  
41 dignity-based violations, including resultant damage to property or damage  
42 to a business or financial position.

43 Sec. 14. As used in the Kansas stopping likeness abuse by

1 nonconsensual digital replicas act, unless the context requires otherwise:

2 (a) "Act" means the Kansas stopping likeness abuse by  
3 nonconsensual digital replicas act.

4 (b) "Consent" means prior written and signed affirmation of an  
5 individual to such individual's digital replication by another. If such  
6 individual is a minor, "consent" shall be made by the minor's parents or  
7 legal guardians. If the individual is deceased, "consent" shall be given by  
8 such individual's executor or administrator, heirs or devisees. Mere  
9 acceptance of a terms of use or service agreement for a digital product or  
10 service does not constitute consent to digital replication alone, even where  
11 such agreements contain explicit provisions concerning digital replicas,  
12 without a further showing that the individual materially understood such  
13 terms and provided prior, written and signed consent to such individual's  
14 digital replication. "Consent" can be established through the provision of  
15 documented contract negotiations or other formal, legal communications  
16 demonstrating that the individual had a genuine opportunity to bargain  
17 with the parties responsible for such individual's replication prior to the  
18 creation of any digital replica of such individual.

19 (c) "Developer" means any individual, group of individuals or legal  
20 entities who develop or deploy any type of digital technology capable of  
21 producing digital replicas. Such technology is not limited to digital  
22 services and products with the sole purpose or function of digital  
23 replication. Legal entities include, but are not limited to, firms,  
24 associations, partnerships, corporations, joint stock companies, syndicates,  
25 common law and statutory trusts, educational and religious institutions,  
26 political parties and community, civic or other organizations. "Developer"  
27 shall not be interpreted to be mutually exclusive for the purposes of this  
28 act.

29 (e) (1) "Digital likeness" means the likeness of an individual that has  
30 been created or manipulated through the use of any digital technology.

31 (2) "Digital likeness" includes the use of an individual's likeness in  
32 any technological product or service that represents itself as having a  
33 likeness to the individual depicted.

34 (f) (1) (A) "Digital replica" means a newly-created, highly realistic  
35 image, video or audio recording that has been digitally created or  
36 manipulated to depict an individual's likeness without such individual's  
37 consent.

38 (B) "Digital replica" includes an exact copy, imitation or close  
39 approximation of the likeness of an individual created or altered, in whole  
40 or in part, using any type of digital technology.

41 (2) "Digital replica" does not include:

42 (A) Original depictions of an individual created through:

43 (i) Traditional, non-human audiovisual technologies, including, but

1 not limited to, photography and video and audio recording; and

2 (ii) human audiovisual technologies such as visual, musical, dramatic  
3 and other performance-based art forms;

4 (B) the electronic reproduction of a previously-existing unaltered  
5 video, image or audio recording of an individual; and

6 (C) the remixing, mastering or digital remastering of a sound  
7 recording, image or an audiovisual work depicting an individual's likeness,  
8 especially when doing so superficially alters the appearance of the original  
9 work, such as through the use of a filter.

10 (g) (1) "Digital replication" means the act of producing a digital  
11 replica of another individual by another using digital technology.

12 (2) "Digital replication" does not include the production of a digital  
13 replica of an individual by such same individual.

14 (h) (1) "Digital technology" means any information computer and  
15 communication technology products, services or tools, including the  
16 internet and other communication networks, computer devices and other  
17 computer and communications hardware, software applications, data  
18 systems and other electronic content, including multimedia content, and  
19 data storage.

20 (2) "Digital technology" includes, but is not limited to, complex  
21 computational systems commonly referred to as "artificial intelligence,"  
22 "generative artificial intelligence," "machine learning," "deep learning"  
23 and other related technical systems that can generate novel outputs through  
24 data-based statistical pattern identification, whether through the use of  
25 models, rule-based learning or other methods.

26 (i) "Individual" means a human being, living or deceased.

27 (j) "Likeness" means the actual or simulated image, voice, signature  
28 and other uniquely identifying features, including one's face, mannerisms,  
29 distinctive appearance, distinctive speech patterns, including speech and  
30 language disorders, distinguishing body-based characteristics, such as  
31 visible physical marks and permanent body modifications and other  
32 unique, personally-identifying characteristics of an individual, regardless  
33 of the means of creation, that is readily identifiable as the individual  
34 through visual or auditory means. "Likeness" does not include the use of  
35 an individual's name alone, without any other representation of the  
36 individual.

37 (k) "Limited-purpose public figure" means any individual who  
38 voluntarily places himself into a particular public controversy and thereby  
39 becomes a public figure for a limited issue or range of issues and for a  
40 limited duration of time. Private individuals shall not be converted into  
41 limited-purpose public figures solely through being made the subject of  
42 news reporting.

43 (l) "Private individual" means any individual who is not a public

1 figure or limited-purpose public figure.

2 (m) (1) "Public figure" means any individual who has achieved fame  
3 or notoriety and is known to many people outside of such individual's  
4 personal and professional connections.

5 (2) "Public figure" includes any individual who has run for  
6 government office or otherwise holds a position of prominence in society.

7 Sec. 15. (a) This act shall be liberally construed in a manner  
8 consistent with the intent to provide maximal protection to all individuals  
9 against the nonmonetary harms of nonconsensual digital replication  
10 without violating existing rights and obligations imposed under other laws  
11 of this state.

12 (b) The duties and obligations imposed by this act are cumulative  
13 with any other duties or obligations imposed under other law and shall not  
14 be construed to relieve any party from any duties or obligations imposed  
15 under other law and do not limit any rights or remedies under existing law.

16 (c) The remedies provided in this act shall be construed as cumulative  
17 to each other and the remedies or penalties available under all other laws  
18 of this state.

19 (d) Nothing in this act shall be construed to limit existing and future  
20 claims related to the prevention of likeness harms, including common law  
21 or statutory misappropriation of likeness tort and right of publicity claims,  
22 as well as any laws governing the assignment or licensing of property-  
23 based interests in one's likeness, or any other legal remedy potentially  
24 available to a claimant under this act.

25 (e) This act shall not apply to the extent that this act is preempted by  
26 federal law.

27 Sec. 16. (a) Every individual shall have a dignity-based right of  
28 protection against nonconsensual digital replication. This right shall not be  
29 limited by the commercial value of the individual's likeness or digital  
30 likeness, or lack thereof.

31 (b) Subject to the provisions of section 18, and amendments thereto,  
32 any individual or developer who knowingly engages in digital replication,  
33 without the prior consent of the individual subjected to such digital  
34 replication, shall be liable to a civil action to the individual depicted  
35 therein.

36 (c) Subject to the provisions of section 18, and amendments thereto,  
37 any individual or developer who knowingly publishes, distributes,  
38 transmits or otherwise makes available to the public an individual's digital  
39 replica, without such individual's prior consent, shall be liable to a civil  
40 action.

41 (d) Subject to the provisions of section 18, and amendments thereto,  
42 any individual or developer who knowingly distributes, transmits or  
43 otherwise makes available any type of digital technology whose sole

1 purpose is digital replication shall be liable to a civil action, as well as  
2 statutory damages and structural remedies under section 18, and  
3 amendments thereto.

4 Sec. 17. (a) Any claim pursuant to this act concerning the digital  
5 replication of a private figure, including that of a minor or deceased  
6 private figure, shall show that the alleged conduct would be offensive to a  
7 reasonable person similarly situated.

8 (b) Offensiveness shall be established through a showing:

- 9 (1) Of the intensity and durability of the offense;
- 10 (2) the reasonability or foreseeability of the offense;
- 11 (3) the extent to which the private individual could have reasonably  
12 avoided the offense; and
- 13 (4) the extent to which the private individual willingly assumed the  
14 risk of the offense.

15 (c) (1) A claimant establishes a rebuttable presumption of  
16 offensiveness by showing:

17 (A) Mental or emotional distress, including, but not limited to:

- 18 (i) Incurring financial expenses, medical expenses, job loss or other  
19 monetary burdens as a result;
- 20 (ii) non-financial, dignity and control-based burdens, such as  
21 violations of the claimant's sincerely held personal, political or religious  
22 beliefs;
- 23 (iii) experienced or highly likely damage to the claimant's reputation  
24 or ability to maintain such claimant's pre-replication reputation; or
- 25 (iv) that the digital replica so produced is likely to cause confusion, to  
26 cause mistake or to deceive another as to the affiliation, connection or  
27 association of the individual depicted with another person, group,  
28 institution or commercial product, service or interest;

29 (B) the digital replica so produced would more likely than not offend  
30 an individual similarly situated to the claimant; or

31 (C) the claimant gained knowledge of the digital replica at issue  
32 through any means other than direct, post-replication disclosure by the  
33 individual or developer.

34 (2) (A) A defendant shall overcome the presumption established in  
35 paragraph (1) by showing the immediate removal of the offending digital  
36 replica so produced, and the immediate destruction of any digital  
37 technology whose sole purpose is digital replication and is under such  
38 defendant's direct control, as well as providing documented proof that the  
39 defendant made a good-faith effort to immediately inform any other  
40 individual or developer described in section 16(c) or (d), and amendments  
41 thereto, that the defendant reasonably knew and continued to make the  
42 digital replica at issue available to the public after the defendant's  
43 immediate removal or destruction of the underlying technology.

1 (B) If the defendant is an individual without direct access to or  
2 control over the digital technology whose sole purpose is digital  
3 replication, such individual defendant shall overcome the presumption  
4 established in subsection (c) by providing documented proof of a good-  
5 faith effort to request that the offending digital replica be immediately  
6 removed by any other individual or developer described in section 16(c) or  
7 (d), and amendments thereto, that such individual defendant reasonably  
8 knew continued to make the digital replica at issue available to the public.

9 (C) Where the claimant directly contacts the defendant prior to filing  
10 a civil action, immediate removal or destruction shall occur within 48  
11 hours of such contact for the defendant to meet the showing requirements  
12 described in subparagraph (A).

13 (D) Such showing requirements shall not be met if such defendant  
14 merely demonstrates that the private figure depicted by the digital replica  
15 at issue voluntarily publicized such private figure's own likeness or digital  
16 likeness in other contexts beyond the digital replication at issue, including,  
17 but not limited to, appearing in photos, video recordings, audio recordings  
18 and other readily-identifiable means.

19 (d) Any claim pursuant to this act concerning the digital replication of  
20 a public or limited-purpose public figure, including that of a minor or  
21 deceased public or limited-purpose public figure, shall show both that the  
22 alleged conduct would be offensive to a reasonable person similarly  
23 situated as provided in subsections (a), (b) and (c) and that the defendant  
24 violated the right provided in section 16(a), and amendments thereto, with  
25 knowledge that the digital replica resulting from conduct provided in  
26 section 16(b), (c) or (d), and amendments thereto, was false, or with  
27 reckless disregard of whether such digital replica was false.

28 (e) Any claim pursuant to this act may include a claim of secondary  
29 liability for any individual or developer who provided substantial  
30 assistance to others to infringe on the right provided in section 16(a), and  
31 amendments thereto, where such individual or developer knows or  
32 reasonably should have known of the illegality of such conduct.

33 Sec. 18. (a) (1) The court having jurisdiction for any civil action  
34 arising pursuant to this act may grant injunctions on terms as such court  
35 may deem reasonable to prevent or restrain any violation of section 16,  
36 and amendments thereto.

37 (2) (A) As part of such injunction and so far as the developer is not an  
38 individual, the court may authorize the impounding, confiscation or  
39 destruction of all unauthorized items and seize all tangible personal  
40 property or other instrumentalities used in connection with the violation of  
41 the individual's rights and any underlying likeness-related data therein.

42 (B) All instrumentalities seized pursuant to enforcing an injunction  
43 under this subsection shall be liquidated and used to satisfy statutory

1 damages, if damages are recovered by the rights holder.

2 (b) (1) An individual shall be entitled to recover whichever is greater  
3 of \$5,000 or the actual damages suffered as a result of any violation of  
4 section 16, and amendments thereto, as well as any profits that are  
5 attributable to any such violation that are not taken into account in  
6 computing the actual damages.

7 (2) Profit or lack thereof by the infringement of an individual's rights  
8 as provided in section 16(a), and amendments thereto, shall not be a  
9 criteria of determining liability.

10 (c) An individual or developer shall not be liable in a civil action  
11 brought pursuant to this act if:

12 (1) A violation of section 16, and amendments thereto, is performed:

13 (A) For the purpose of reporting on newsworthy events and matters  
14 of legitimate public concern, including accounts of crimes, accidents,  
15 deaths, natural and human-made disasters, entertainment events and the  
16 activities of public officials;

17 (B) for commentary, criticism, satire or parody, or any portion  
18 thereof. To constitute satire or parody under this act, the conduct shall be  
19 an exaggerated, outrageous commentary which a reasonable person could  
20 not construe as truthful;

21 (C) for scholarship or educational purposes;

22 (D) within creative works, the character and purpose of which is  
23 primarily expressive or artistic in nature rather than commercial, and that  
24 includes a clear and obvious disclaimer as to the fictional nature of the  
25 depictions at issue, or any portion thereof;

26 (E) fleeting or incidental replications;

27 (F) in a manner that is otherwise protected by the first amendment to  
28 the Constitution of the United States; or

29 (G) any combination of the above; or

30 (2) (A) Such individual or developer is a traditional publisher,  
31 including, but not limited to, newspapers, magazines, radio and television  
32 stations, billboards and transit ads, where such publishers have published  
33 or disseminated any advertisement or solicitation in violation of section  
34 (16)(a), and amendments thereto.

35 (B) Subparagraph (A) shall not apply if it is established that such  
36 publishers had knowledge or reasonably should have known of the  
37 nonconsensual nature of the digital replication at issue. Such knowledge  
38 may be implied where traditional publishers covered in this section fall  
39 under section 16(b), (c) or (d), and amendments thereto.

40 Sec. 19. Sections 19 through 25, and amendments thereto, shall be  
41 known and may be cited as the Kansas saving human connection act.

42 Sec. 20. As used in the Kansas saving human connection act, unless the  
43 context requires otherwise:

1 (a) "Act" means the Kansas saving human connection act.

2 (b) "Advertisement" means any written or oral statement, illustration  
3 or depiction that promotes the sale or use of a good or service or is  
4 designed to increase interest in a brand, good or service where such  
5 statement, illustration or depiction is displayed in exchange for monetary  
6 or other valuable consideration, including access to data, between the  
7 chatbot provider and the brand, good or service.

8 (c) (1) "Affirmative consent" means a clear affirmative act signifying  
9 a user's freely given, specific, informed and unambiguous authorization for  
10 an act or practice in response to a specific request from a chatbot provider,  
11 provided:

12 (A) The request is provided to the user in a clear and conspicuous  
13 standalone disclosure;

14 (B) the request includes a description, written in easy-to-understand  
15 language, of the act or practice for which the user's consent is sought;

16 (C) the request is made in a manner reasonably accessible to and  
17 usable by users with disabilities;

18 (D) the request is made available to the user in each language in  
19 which the chatbot provider provides a chatbot;

20 (E) the option to refuse to give consent is at least as prominent as the  
21 option to give consent, and the option to refuse to give consent takes the  
22 same number of steps or fewer as the option to give consent; and

23 (F) affirmative consent to an act or practice is not inferred from the  
24 inaction of the user or the user's continued use of a chatbot provided by the  
25 chatbot provider.

26 (2) "Affirmative consent" does not include:

27 (A) Acceptance of a general or broad terms of use or similar  
28 document;

29 (B) hovering over, muting, pausing or closing a given piece of  
30 content;

31 (C) agreement obtained through the use of a false, fraudulent or  
32 materially misleading statement or representation; or

33 (D) agreement obtained through the use of other dark patterns.

34 (d) "Chatbot" means any artificial intelligence, algorithmic or  
35 automated system that generates information via text, audio, image or  
36 video in a manner that simulates interpersonal interactions or conversation.

37 (e) "Chat log" means any input data, outputs generated by a chatbot  
38 or record of the input data or outputs from user interactions with a chatbot.

39 (f) "Chatbot provider" means any person creating, distributing or  
40 otherwise making available a chatbot.

41 (g) "Collect" or "collecting" means creating, buying, renting,  
42 gathering, obtaining, receiving, accessing or otherwise acquiring personal  
43 data or input data by any means through individuals' use of chatbots.

1 (h) "Dark pattern" means a user interface designed or manipulated  
2 with the substantial effect of subverting or impairing user autonomy,  
3 decision-making or choice.

4 (i) "De-identified data" means information that cannot reasonably be  
5 used to infer or derive the identity of an individual or does not identify and  
6 is not linked or reasonably linkable to an individual or a device that  
7 identifies or is linked or reasonably linkable to such individual, regardless  
8 of whether the information is aggregated, provided that the chatbot  
9 provider:

10 (1) Takes such physical, administrative and technical measures as are  
11 necessary to ensure that the information cannot, at any point, be used to re-  
12 identify any individual or device that identifies or is linked or reasonably  
13 linkable to an individual;

14 (2) publicly commits in a clear and conspicuous manner to:

15 (A) Process, retain or transfer the information solely in a de-identified  
16 form without any reasonable means for re-identification; and

17 (B) not attempt to re-identify the information with any individual or  
18 device that identifies or is linked or reasonably linkable to an individual;  
19 and

20 (3) contractually obligates any entity that receives the information  
21 from the chatbot provider to:

22 (A) Comply with all of the provisions of this section with respect to  
23 the information; and

24 (B) require that such contractual obligations be included in all  
25 subsequent instances for which the data may be received.

26 (j) "Input data" means information, including text, photos, audio,  
27 video or files, provided to a chatbot by a user.

28 (k) "Model" means an engineered or machine-based system  
29 underlying a chatbot that can, for explicit or implicit objectives, infer how  
30 to generate outputs from received inputs that can influence physical or  
31 virtual environments.

32 (l) (1) "Personal data" means any information, including derived data,  
33 inferences or unique identifiers, that is linked or reasonably linkable, alone  
34 or in combination with other information, to an identified or identifiable  
35 individual or a device that identifies or is linked or reasonably linkable to  
36 an individual.

37 (2) "Personal data" does not include de-identified data or publicly  
38 available information.

39 (m) (1) "Publicly available information" means information that has  
40 been lawfully made available to the general public from:

41 (A) Federal, state, tribal or municipal government records, if the  
42 person collects, processes and transfers such information in accordance  
43 with any restrictions or terms of use placed on the information by the

- 1 relevant government entity;
- 2 (B) widely distributed media; or
- 3 (C) a disclosure to the general public as required by federal, state,
- 4 tribal or local law.
- 5 (2) "Publicly available information" does not include:
- 6 (A) Any obscene visual depiction, as defined in 18 U.S.C. § 1460;
- 7 (B) biometric data;
- 8 (C) personal data that is created through the combination of personal
- 9 data with publicly available information;
- 10 (D) information that is collated and combined to create user profiles
- 11 on publicly available or subscription-based websites and inferences
- 12 generated from such information;
- 13 (E) genetic data, unless otherwise made publicly available by the
- 14 individual to whom the information pertains;
- 15 (F) information made available by a user on a website or online
- 16 service made available to all members of the public, for free or a fee,
- 17 where the user has restricted the information to a specific audience; or
- 18 (G) intimate images, authentic or computer-generated, known to be
- 19 nonconsensual.
- 20 (n) "Process" or "processing" means any operation or set of
- 21 operations performed, whether by manual or automated means, on
- 22 personal data or input data or on sets of personal data or input data, such as
- 23 the use, storage, disclosure, analysis, deletion or modification of such data.
- 24 (o) (1) "Profiling" means any form of processing performed on
- 25 personal data or input data to detect and classify or designate personality
- 26 and behavioral characteristics of an individual.
- 27 (2) "Profiling" does not include processing of chat logs for purposes
- 28 of user safety or to otherwise comply with this act.
- 29 (p) (1) "Sell" means exchanging personal data or input data for
- 30 monetary or other valuable consideration, or making available such data or
- 31 use of such data, by the chatbot provider to a third party.
- 32 (2) "Sell" does not include:
- 33 (A) The disclosure of personal data or input data to a third party that
- 34 processes the data on behalf of the chatbot provider;
- 35 (B) with the user's affirmative consent, the disclosure of personal data
- 36 or input data where the user affirmatively directs the chatbot provider to
- 37 disclose the data or intentionally uses the chatbot provider to interact with
- 38 a third party; or
- 39 (C) the disclosure of personal data that the user:
- 40 (i) Intentionally made available to the general public via a channel of
- 41 mass media; and
- 42 (ii) did not restrict to a specific audience.
- 43 (q) (1) "Training" means the use of input data to adjust or modify a

1 model.

2 (2) "Training" does not include:

3 (A) Testing to identify risks of harm to users;

4 (B) adjustments or modifications to address identified risks of harm  
5 to users; or

6 (C) any actions necessary to comply with this act or otherwise  
7 required by law.

8 (r) "User" means any natural person, regardless of age.

9 (s) "Widely distributed media" means information that is available to  
10 the general public, including information from a telephone book or online  
11 directory, a television, internet or radio program, the news media, or an  
12 internet website that is available to the general public on an unrestricted  
13 basis. "Widely distributed media" does not include an obscene visual  
14 depiction as defined in 18 U.S.C. § 1460.

15 Sec. 21. (a) A chatbot provider shall not:

16 (1) Process personal data other than input data to inform chatbot  
17 outputs unless the processing of personal data is necessary to fulfill an  
18 express request made by a user and that user has provided affirmative  
19 consent;

20 (2) process a user's chat log:

21 (A) To determine whether to display an advertisement for a product  
22 or service to the user;

23 (B) to determine a product, service or category of product or service  
24 to advertise to the user; or

25 (C) to customize an advertisement or how an advertisement is  
26 presented to the user;

27 (3) process a user's chat log or personal data:

28 (A) If the chatbot provider knows or should know, based on  
29 knowledge fairly implied on the basis of objective circumstances, that the  
30 user is under 18 years of age, without the affirmative consent of that user's  
31 parent or legal guardian;

32 (B) for training purposes, if the chatbot provider knows or should  
33 have known, based on knowledge fairly implied on the basis of objective  
34 circumstances, that a user is under 18 years of age;

35 (C) of a user who is over 18 years of age for training purposes, unless  
36 the chatbot provider first obtains affirmative consent; or

37 (D) to engage in profiling beyond what is necessary to fulfill an  
38 express request;

39 (4) use any classification or designation of a user's personality or  
40 behavioral characteristics created through profiling beyond what is  
41 necessary to fulfill an express request made by a user;

42 (5) sell a user's chat logs;

43 (6) retain a user's chat log for longer than 10 years, unless retention is

1 necessary to comply with this act or otherwise required by law; or

2 (7) discriminate or retaliate against any user, including by denying  
3 products or services, charging different prices or rates for products or  
4 services or providing lower quality products or services to the user, for  
5 refusing to consent to the use of chat logs or personal data for training  
6 purposes.

7 (b) A user has the right to access, at any time, any of the user's own  
8 chat logs that a chatbot provider has retained in a portable and readily  
9 usable format.

10 (1) Chat logs shall be made available to users in a downloadable and  
11 human- and machine-readable format.

12 (2) A chatbot provider shall not discriminate or retaliate against any  
13 user, including by denying products or services, charging different prices  
14 or rates for products or services or providing lower quality products or  
15 services to the user, for accessing such user's own chat logs.

16 (c) A government entity shall not compel the production of or access  
17 to input data or chat logs from a chatbot provider, except as pursuant to a  
18 wiretap warrant obtained in accordance with K.S.A. 22-2514, et seq., and  
19 amendments thereto.

20 (d) A chatbot provider shall develop, implement and maintain a  
21 comprehensive data security program that contains administrative,  
22 technical and physical safeguards that are proportionate to the volume and  
23 nature of the personal data and chat logs maintained by the chatbot  
24 provider. The program shall be written and made publicly available on the  
25 chatbot provider's website.

26 Sec. 22. (a) (1) A chatbot provider shall not use any term, letter or  
27 phrase in the advertising, interface or outputs of a chatbot that indicates or  
28 implies that any output data is being provided by, endorsed by or  
29 equivalent to those provided by:

30 (A) A licensed healthcare professional;

31 (B) a licensed legal professional;

32 (C) a licensed accounting professional;

33 (D) a certified financial fiduciary or planner; or

34 (E) any person who the laws of Kansas require to be licensed or  
35 otherwise credentialed in order to offer services in the state of Kansas.

36 (2) Such prohibition shall include any representation that a user's  
37 input data or chat log is subject to client or patient confidentiality. Any  
38 violation of this subsection shall be deemed a deceptive act or practice  
39 under K.S.A. 50-626, and amendments thereto.

40 (b) Chatbot providers shall provide clear, conspicuous and explicit  
41 notice to users that they are interacting with a chatbot rather than a human  
42 prior to the chatbot generating any outputs, every hour thereafter and each  
43 time a user prompts the chatbot about whether the chatbot is a real person.

1 (1) The text of such notice shall appear in the same language as the  
2 one in which the user is interacting with the chatbot, in a font size easily  
3 readable by an average user and no smaller than the largest font size of  
4 other text appearing on the interface on which the chatbot is provided.

5 (2) Such notice shall be accessible to users with disabilities.

6 Sec. 23. The attorney general may adopt any rules or regulations  
7 necessary to implement this act.

8 Sec. 24. (a) Chatbots are products for the purposes of product liability  
9 actions.

10 (b) A chatbot provider has a duty to ensure that the use of such  
11 provider's chatbot does not cause injury to a user.

12 (c) A chatbot provider is liable for any injury to a user that is caused  
13 by such user's use of such provider's chatbot, even if:

14 (1) The chatbot provider exercised all reasonable care in the design  
15 and distribution of the chatbot; or

16 (2) the chatbot provider did not directly distribute the chatbot to the  
17 user or otherwise enter into a contractual relationship with the user.

18 Sec. 25. (a) The attorney general, a district attorney or a municipality  
19 may bring a civil action against a chatbot provider that violates this act to:

20 (1) Enjoin the act or practice that is in violation of this act;

21 (2) enforce compliance with this act;

22 (3) obtain damages, civil penalties, restitution or other remedies on  
23 behalf of the residents of the state of Kansas; or

24 (4) obtain reasonable attorney's fees and other litigation costs  
25 reasonably incurred.

26 (b) A violation of sections 22 or 23, and amendments thereto, shall  
27 constitute an injury in fact to a user.

28 (c) A user injured by a violation of sections 22 or 23, and  
29 amendments thereto, may bring a civil action against the chatbot provider,  
30 in which the court may award a prevailing plaintiff:

31 (1) Statutory damages of:

32 (A) An amount not to exceed \$5,000 per violation for any violation of  
33 section 22, and amendments thereto, or actual damages, whichever is  
34 greater; and

35 (B) An amount not to exceed \$5,000 in total for all violations of  
36 section 23, and amendments thereto, or actual damages, whichever is  
37 greater;

38 (2) punitive damages, for reckless and knowing violations;

39 (3) injunctive relief;

40 (4) declaratory relief; and

41 (5) reasonable attorney's fees and litigation costs.

42 Sec. 26. The provisions of the Kansas age-appropriate design code  
43 act, the Kansas stopping likeness abuse by nonconsensual digital replicas

1 act and the Kansas saving human connection act are severable. If any  
2 portion of any such act is held by a court to be unconstitutional or invalid,  
3 or the application of any portion of such act to any person or circumstance  
4 is held by a court to be unconstitutional or invalid, the invalidity shall not  
5 affect other portions of such act that can be given effect without the invalid  
6 portion or application, and the applicability of such other portions of such  
7 act to any person or circumstance remains valid and enforceable.

8 Sec. 27. This act shall take effect and be in force from and after  
9 January 1, 2027, and its publication in the statute book.