

# SENATE BILL No. 201

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## DIGEST OF INTRODUCED BILL

**Citations Affected:** IC 24-5-0.5-3; IC 24-16; IC 24-17.

**Synopsis:** Minor use of mobile devices and social media. Requires the manufacturer of a mobile smart device that incorporates an adult content filter and that is sold in Indiana after January 1, 2025, to configure the operating system of the mobile smart device: (1) such that the adult content filter is enabled upon activation of the mobile smart device; and (2) in a manner that reasonably ensures that a minor cannot disable the adult content filter. Provides that a manufacturer of mobile smart devices commits a deceptive consumer sale that is actionable by the attorney general for each sale in Indiana of a noncompliant mobile smart device manufactured by the manufacturer. Requires a social media provider (provider) that receives a request for creation of an account with the provider's social media service to: (1) determine the age of the individual requesting creation of the account; (2) if the provider determines that the individual is a minor, create the account only if the provider receives written consent to creation of the account from the minor's parent, guardian, or custodian; and (3) if the provider creates an account for the individual, electronically provide specified information to the minor's parent, guardian, or custodian. Provides that a provider has a duty of care to a user of the provider's social media service that the provider knows, or reasonably should know, is a minor and shall: (1) implement reasonable measures in the design and operation of the features of the provider's social media service to mitigate the possibility of a minor's use of the social media service resulting in, or increasing the likelihood of, the minor experiencing specified harms; (2) configure the account of a minor in a specified manner; (3) provide a minor user with access to specified

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**Effective:** July 1, 2024.

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January 9, 2024, read first time and referred to Committee on Commerce and Technology.

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## Digest Continued

features of the social media service only upon affirmative activation of the feature by the user; (4) provide a means for a minor user's parent, guardian, or custodian to: (A) modify specified settings of the minor's account; and (B) access specified information regarding the minor's account; and (5) provide a minor user with an easily understandable and readily available means of deleting the minor's account and any information associated with the minor's account. Prohibits a provider from disclosing personal information of a registered user of the social media service that the provider knows, or reasonably should know, is a minor. Provides that a provider that knowingly and intentionally violates these regulations commits a deceptive act that is actionable by the attorney general.



Introduced

Second Regular Session of the 123rd General Assembly (2024)

PRINTING CODE. Amendments: Whenever an existing statute (or a section of the Indiana Constitution) is being amended, the text of the existing provision will appear in *this style type*, additions will appear in **this style type**, and deletions will appear in ~~this style type~~.

Additions: Whenever a new statutory provision is being enacted (or a new constitutional provision adopted), the text of the new provision will appear in **this style type**. Also, the word **NEW** will appear in that style type in the introductory clause of each SECTION that adds a new provision to the Indiana Code or the Indiana Constitution.

Conflict reconciliation: Text in a statute in *this style type* or ~~this style type~~ reconciles conflicts between statutes enacted by the 2023 Regular Session of the General Assembly.

# SENATE BILL No. 201



A BILL FOR AN ACT to amend the Indiana Code concerning trade regulation.

*Be it enacted by the General Assembly of the State of Indiana:*

1 SECTION 1. IC 24-5-0.5-3, AS AMENDED BY P.L.34-2022,  
2 SECTION 7, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE  
3 JULY 1, 2024]: Sec. 3. (a) A supplier may not commit an unfair,  
4 abusive, or deceptive act, omission, or practice in connection with a  
5 consumer transaction. Such an act, omission, or practice by a supplier  
6 is a violation of this chapter whether it occurs before, during, or after  
7 the transaction. An act, omission, or practice prohibited by this section  
8 includes both implicit and explicit misrepresentations.  
9 (b) Without limiting the scope of subsection (a), the following acts,  
10 and the following representations as to the subject matter of a  
11 consumer transaction, made orally, in writing, or by electronic  
12 communication, by a supplier, are deceptive acts:  
13 (1) That such subject of a consumer transaction has sponsorship,  
14 approval, performance, characteristics, accessories, uses, or  
15 benefits it does not have which the supplier knows or should



- 1 reasonably know it does not have.
- 2 (2) That such subject of a consumer transaction is of a particular  
3 standard, quality, grade, style, or model, if it is not and if the  
4 supplier knows or should reasonably know that it is not.
- 5 (3) That such subject of a consumer transaction is new or unused,  
6 if it is not and if the supplier knows or should reasonably know  
7 that it is not.
- 8 (4) That such subject of a consumer transaction will be supplied  
9 to the public in greater quantity than the supplier intends or  
10 reasonably expects.
- 11 (5) That replacement or repair constituting the subject of a  
12 consumer transaction is needed, if it is not and if the supplier  
13 knows or should reasonably know that it is not.
- 14 (6) That a specific price advantage exists as to such subject of a  
15 consumer transaction, if it does not and if the supplier knows or  
16 should reasonably know that it does not.
- 17 (7) That the supplier has a sponsorship, approval, or affiliation in  
18 such consumer transaction the supplier does not have, and which  
19 the supplier knows or should reasonably know that the supplier  
20 does not have.
- 21 (8) That such consumer transaction involves or does not involve  
22 a warranty, a disclaimer of warranties, or other rights, remedies,  
23 or obligations, if the representation is false and if the supplier  
24 knows or should reasonably know that the representation is false.
- 25 (9) That the consumer will receive a rebate, discount, or other  
26 benefit as an inducement for entering into a sale or lease in return  
27 for giving the supplier the names of prospective consumers or  
28 otherwise helping the supplier to enter into other consumer  
29 transactions, if earning the benefit, rebate, or discount is  
30 contingent upon the occurrence of an event subsequent to the time  
31 the consumer agrees to the purchase or lease.
- 32 (10) That the supplier is able to deliver or complete the subject of  
33 the consumer transaction within a stated period of time, when the  
34 supplier knows or should reasonably know the supplier could not.  
35 If no time period has been stated by the supplier, there is a  
36 presumption that the supplier has represented that the supplier  
37 will deliver or complete the subject of the consumer transaction  
38 within a reasonable time, according to the course of dealing or the  
39 usage of the trade.
- 40 (11) That the consumer will be able to purchase the subject of the  
41 consumer transaction as advertised by the supplier, if the supplier  
42 does not intend to sell it.



- 1 (12) That the replacement or repair constituting the subject of a  
2 consumer transaction can be made by the supplier for the estimate  
3 the supplier gives a customer for the replacement or repair, if the  
4 specified work is completed and:  
5 (A) the cost exceeds the estimate by an amount equal to or  
6 greater than ten percent (10%) of the estimate;  
7 (B) the supplier did not obtain written permission from the  
8 customer to authorize the supplier to complete the work even  
9 if the cost would exceed the amounts specified in clause (A);  
10 (C) the total cost for services and parts for a single transaction  
11 is more than seven hundred fifty dollars (\$750); and  
12 (D) the supplier knew or reasonably should have known that  
13 the cost would exceed the estimate in the amounts specified in  
14 clause (A).  
15 (13) That the replacement or repair constituting the subject of a  
16 consumer transaction is needed, and that the supplier disposes of  
17 the part repaired or replaced earlier than seventy-two (72) hours  
18 after both:  
19 (A) the customer has been notified that the work has been  
20 completed; and  
21 (B) the part repaired or replaced has been made available for  
22 examination upon the request of the customer.  
23 (14) Engaging in the replacement or repair of the subject of a  
24 consumer transaction if the consumer has not authorized the  
25 replacement or repair, and if the supplier knows or should  
26 reasonably know that it is not authorized.  
27 (15) The act of misrepresenting the geographic location of the  
28 supplier by listing an alternate business name or an assumed  
29 business name (as described in IC 23-0.5-3-4) in a local telephone  
30 directory if:  
31 (A) the name misrepresents the supplier's geographic location;  
32 (B) the listing fails to identify the locality and state of the  
33 supplier's business;  
34 (C) calls to the local telephone number are routinely forwarded  
35 or otherwise transferred to a supplier's business location that  
36 is outside the calling area covered by the local telephone  
37 directory; and  
38 (D) the supplier's business location is located in a county that  
39 is not contiguous to a county in the calling area covered by the  
40 local telephone directory.  
41 (16) The act of listing an alternate business name or assumed  
42 business name (as described in IC 23-0.5-3-4) in a directory



- 1 assistance data base if:
- 2 (A) the name misrepresents the supplier's geographic location;
- 3 (B) calls to the local telephone number are routinely forwarded
- 4 or otherwise transferred to a supplier's business location that
- 5 is outside the local calling area; and
- 6 (C) the supplier's business location is located in a county that
- 7 is not contiguous to a county in the local calling area.
- 8 (17) The violation by a supplier of IC 24-3-4 concerning
- 9 cigarettes for import or export.
- 10 (18) The act of a supplier in knowingly selling or reselling a
- 11 product to a consumer if the product has been recalled, whether
- 12 by the order of a court or a regulatory body, or voluntarily by the
- 13 manufacturer, distributor, or retailer, unless the product has been
- 14 repaired or modified to correct the defect that was the subject of
- 15 the recall.
- 16 (19) The violation by a supplier of 47 U.S.C. 227, including any
- 17 rules or regulations issued under 47 U.S.C. 227.
- 18 (20) The violation by a supplier of the federal Fair Debt
- 19 Collection Practices Act (15 U.S.C. 1692 et seq.), including any
- 20 rules or regulations issued under the federal Fair Debt Collection
- 21 Practices Act (15 U.S.C. 1692 et seq.).
- 22 (21) A violation of IC 24-5-7 (concerning health spa services), as
- 23 set forth in IC 24-5-7-17.
- 24 (22) A violation of IC 24-5-8 (concerning business opportunity
- 25 transactions), as set forth in IC 24-5-8-20.
- 26 (23) A violation of IC 24-5-10 (concerning home consumer
- 27 transactions), as set forth in IC 24-5-10-18.
- 28 (24) A violation of IC 24-5-11 (concerning real property
- 29 improvement contracts), as set forth in IC 24-5-11-14.
- 30 (25) A violation of IC 24-5-12 (concerning telephone
- 31 solicitations), as set forth in IC 24-5-12-23.
- 32 (26) A violation of IC 24-5-13.5 (concerning buyback motor
- 33 vehicles), as set forth in IC 24-5-13.5-14.
- 34 (27) A violation of IC 24-5-14 (concerning automatic
- 35 dialing-announcing devices), as set forth in IC 24-5-14-13.
- 36 (28) A violation of IC 24-5-15 (concerning credit services
- 37 organizations), as set forth in IC 24-5-15-11.
- 38 (29) A violation of IC 24-5-16 (concerning unlawful motor
- 39 vehicle subleasing), as set forth in IC 24-5-16-18.
- 40 (30) A violation of IC 24-5-17 (concerning environmental
- 41 marketing claims), as set forth in IC 24-5-17-14.
- 42 (31) A violation of IC 24-5-19 (concerning deceptive commercial



- 1 solicitation), as set forth in IC 24-5-19-11.
- 2 (32) A violation of IC 24-5-21 (concerning prescription drug  
3 discount cards), as set forth in IC 24-5-21-7.
- 4 (33) A violation of IC 24-5-23.5-7 (concerning real estate  
5 appraisals), as set forth in IC 24-5-23.5-9.
- 6 (34) A violation of IC 24-5-26 (concerning identity theft), as set  
7 forth in IC 24-5-26-3.
- 8 (35) A violation of IC 24-5.5 (concerning mortgage rescue fraud),  
9 as set forth in IC 24-5.5-6-1.
- 10 (36) A violation of IC 24-8 (concerning promotional gifts and  
11 contests), as set forth in IC 24-8-6-3.
- 12 (37) A violation of IC 21-18.5-6 (concerning representations  
13 made by a postsecondary credit bearing proprietary educational  
14 institution), as set forth in IC 21-18.5-6-22.5.
- 15 (38) A violation of IC 24-5-15.5 (concerning collection actions of  
16 a plaintiff debt buyer), as set forth in IC 24-5-15.5-6.
- 17 (39) A violation of IC 24-14 (concerning towing services), as set  
18 forth in IC 24-14-10-1.
- 19 (40) A violation of IC 24-5-14.5 (concerning misleading or  
20 inaccurate caller identification information), as set forth in  
21 IC 24-5-14.5-12.
- 22 (41) A violation of IC 24-5-27 (concerning intrastate inmate  
23 calling services), as set forth in IC 24-5-27-27.
- 24 **(42) A violation of IC 24-16-2 (concerning mobile smart**  
25 **devices), as set forth in IC 24-16-2-3.**
- 26 **(43) A violation of IC 24-17-2 (concerning social media**  
27 **providers), as set forth in IC 24-17-2-3.**
- 28 (c) Any representations on or within a product or its packaging or  
29 in advertising or promotional materials which would constitute a  
30 deceptive act shall be the deceptive act both of the supplier who places  
31 such representation thereon or therein, or who authored such materials,  
32 and such other suppliers who shall state orally or in writing that such  
33 representation is true if such other supplier shall know or have reason  
34 to know that such representation was false.
- 35 (d) If a supplier shows by a preponderance of the evidence that an  
36 act resulted from a bona fide error notwithstanding the maintenance of  
37 procedures reasonably adopted to avoid the error, such act shall not be  
38 deceptive within the meaning of this chapter.
- 39 (e) It shall be a defense to any action brought under this chapter that  
40 the representation constituting an alleged deceptive act was one made  
41 in good faith by the supplier without knowledge of its falsity and in  
42 reliance upon the oral or written representations of the manufacturer,



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

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

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

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

21 SECTION 2. IC 24-16 IS ADDED TO THE INDIANA CODE AS  
 22 A NEW ARTICLE TO READ AS FOLLOWS [EFFECTIVE JULY 1,  
 23 2024]:

24 **ARTICLE 16. MOBILE SMART DEVICES**

25 **Chapter 1. Definitions**

26 **Sec. 1. The definitions in this chapter apply throughout this**  
 27 **article.**

28 **Sec. 2. "Activate", with regard to a mobile smart device, means**  
 29 **to:**

30 **(1) power the mobile smart device on; and**

31 **(2) associate the mobile smart device with a new user account;**  
 32 **in Indiana.**

33 **Sec. 3. "Adult content filter" means software integrated into the**  
 34 **operating system of a mobile smart device that, when enabled,**  
 35 **functions to prevent the mobile smart device from accessing**  
 36 **obscene matter through the Internet.**

37 **Sec. 4. "Manufacturer", with regard to a mobile smart device,**  
 38 **means a person that:**

39 **(1) is engaged in the business of producing and marketing the**  
 40 **mobile smart device;**

41 **(2) holds one (1) or more patents associated with the mobile**  
 42 **smart device; and**





- 1           (3) creates or selects the software used as the operating system  
2           of the mobile smart device.
- 3           **Sec. 5. As used in this chapter, "minor" means an individual**  
4 **who is less than eighteen (18) years of age.**
- 5           **Sec. 6. "Mobile smart device" means a handheld device that:**  
6           **(1) is capable of operating wirelessly while powered by an**  
7 **internal or attached battery; and**  
8           **(2) incorporates software that enables a user of the device to**  
9 **access information on the Internet.**
- 10          **Sec. 7. "Obscene matter" means matter described in**  
11 **IC 35-49-2-1.**
- 12          **Chapter 2. Adult Content Filtering**
- 13          **Sec. 1. This chapter applies to a mobile smart device:**  
14               **(1) that is sold in Indiana after January 1, 2025; and**  
15               **(2) the operating system of which includes an adult content**  
16 **filter.**
- 17          **Sec. 2. The manufacturer of a mobile smart device described in**  
18 **section 1 of this chapter shall make a good faith effort to prevent**  
19 **the use of the mobile smart device by a minor to access obscene**  
20 **matter by configuring the operating system of the mobile smart**  
21 **device:**
- 22               **(1) such that the mobile smart device's adult content filter is**  
23 **enabled upon activation of the mobile smart device; and**  
24               **(2) in a manner that reasonably ensures that a minor cannot**  
25 **disable the adult content filter.**
- 26          **Sec. 3. (a) A manufacturer that knowingly and intentionally**  
27 **violates section 2 of this chapter commits an act that is:**  
28               **(1) actionable by the attorney general; and**  
29               **(2) subject to the remedies and penalties available to the**  
30 **attorney general;**  
31 **under IC 24-5-0.5.**
- 32               **(b) A manufacturer commits a separate violation of section 2 of**  
33 **this chapter for each sale in Indiana of a mobile smart device**  
34 **produced and marketed by the manufacturer that:**  
35               **(1) is described in section 1 of this chapter; and**  
36               **(2) is not configured as required by section 2 of this chapter.**
- 37          **SECTION 3. IC 24-17 IS ADDED TO THE INDIANA CODE AS**  
38 **A NEW ARTICLE TO READ AS FOLLOWS [EFFECTIVE JULY 1,**  
39 **2024]:**
- 40          **ARTICLE 17. SOCIAL MEDIA PROVIDERS**
- 41          **Chapter 1. Definitions**
- 42          **Sec. 1. The definitions in this chapter apply throughout this**



1 article.

2       **Sec. 2. "Linked account", with respect to an individual's**  
 3 **account with a social media service, means another account with**  
 4 **the social media service with regard to which the individual**  
 5 **indicates, through a means provided by the social media service,**  
 6 **any of the following:**

7           **(1) That the individual wishes to access content disseminated**  
 8 **by the account.**

9           **(2) That the individual wishes the social media service to**  
 10 **include the account's content in recommendations or**  
 11 **notifications provided to the individual by the social media**  
 12 **service.**

13           **(3) That the individual wishes to associate the individual's**  
 14 **account with the other account.**

15       **Sec. 3. "Minor" means an individual who is less than eighteen**  
 16 **(18) years of age.**

17       **Sec. 4. (a) "Social media" means an Internet website or**  
 18 **application that:**

19           **(1) is open to the public;**

20           **(2) allows a user to create an account; and**

21           **(3) enables a user to communicate with other users for the**  
 22 **primary purpose of:**

23               **(A) posting information, comments, messages, images, or**  
 24 **videos; or**

25               **(B) collaborative online gaming.**

26       **(b) The term does not include:**

27           **(1) a broadband Internet access service as defined by the**  
 28 **Federal Communications Commission;**

29           **(2) electronic mail service; or**

30           **(3) an online service, application, or website:**

31               **(A) that consists primarily of news, sports, entertainment,**  
 32 **or other information or content that is not user generated**  
 33 **but is preselected by the provider; and**

34               **(B) for which any chat, comment, or other interactive**  
 35 **functionality is incidental to, directly related to, or**  
 36 **dependent on the provision of the information or content**  
 37 **described in clause (A).**

38       **Sec. 5. "Social media provider" or "provider" means a person**  
 39 **that:**

40           **(1) owns or operates a social media service;**

41           **(2) provides public access to the social media service; and**

42           **(3) receives consideration:**



- 1 (A) from users of the social media service;  
 2 (B) from third parties in exchange for the opportunity to  
 3 disseminate advertising or marketing messages through  
 4 the social media service; or  
 5 (C) from third parties in exchange for access to  
 6 information:  
 7 (i) regarding or generated by users of the social media  
 8 service; or  
 9 (ii) regarding patterns of use of the social media service.

10 **Chapter 2. Minor Use of Social Media**

11 **Sec. 1. A social media provider that receives a request for**  
 12 **creation of an account with the provider's social media service**  
 13 **shall comply with the following:**

14 **(1) The provider shall determine the age of the individual**  
 15 **requesting creation of the account by:**

- 16 **(A) requiring the individual to submit one (1) or more of:**  
 17 **(i) a mobile credential (as defined by IC 9-13-2-103.4) or**  
 18 **other government issued identification; or**  
 19 **(ii) financial documents or other documents that reliably**  
 20 **verify an individual's age; or**  
 21 **(B) receipt of the results of another reliable age**  
 22 **verification method, including:**  
 23 **(i) age verification performed by a third party; or**  
 24 **(ii) age verification that is incorporated into the device**  
 25 **through which the individual accesses the social media**  
 26 **service.**

27 **(2) If the provider determines under subdivision (1) that the**  
 28 **individual requesting creation of the account is a minor, the**  
 29 **provider may create the account only if the provider receives**  
 30 **from the minor's parent, guardian, or custodian:**

- 31 **(A) written consent to creation of the account; and**  
 32 **(B) a written attestation, made under the penalty of**  
 33 **perjury, affirming that the individual is the minor's**  
 34 **parent, guardian, or custodian.**

35 **(3) If, after receiving written consent from the minor's parent,**  
 36 **guardian, or custodian under subdivision (2), a provider**  
 37 **creates an account for a minor, the provider shall**  
 38 **electronically provide to the parent, guardian, or custodian,**  
 39 **in a form that is clear and readable, a copy of the report**  
 40 **entitled Social Media and Youth Mental Health, issued by the**  
 41 **Surgeon General of the United States on May 23, 2023.**

42 **Sec. 2. (a) A social media provider owes a duty of care to a**



1 registered user of the provider's social media service that the  
2 provider knows, or reasonably should know, is a minor.

3 (b) Subject to subsection (c), a social media provider shall  
4 implement reasonable measures in the design and operation of the  
5 features of the provider's social media service to mitigate the  
6 possibility of a minor's use of the social media service resulting in,  
7 or increasing the likelihood of, the minor experiencing any of the  
8 following harms:

9 (1) Excessive or compulsive use of the social media service.

10 (2) Physical violence.

11 (3) Bullying.

12 (4) Harassment.

13 (5) Sexual exploitation or abuse.

14 (6) Exposure to:

15 (A) obscene matter (as described in IC 35-49-2-1);

16 (B) promotion or marketing of controlled substances,  
17 tobacco products, alcohol, or gambling; and

18 (C) predatory, unfair, or deceptive marketing practices.

19 (7) Financial harm.

20 (c) A social media provider:

21 (1) is not required under subsection (b) to prevent or  
22 constrain a minor from using the provider's social media  
23 service to search for or receive; and

24 (2) is not prohibited under subsection (b) from providing a  
25 minor with;

26 information regarding prevention or mitigation of the harms listed  
27 in subsection (b).

28 (d) A social media provider shall configure the account of a  
29 registered user of the provider's social media service that the  
30 provider knows, or reasonably should know, is a minor as follows:

31 (1) The provider may allow the account to receive direct  
32 communications only from an account that the user has  
33 designated as a linked account.

34 (2) The provider shall allow access to a feature meeting any of  
35 the following descriptions only upon affirmative activation of  
36 the feature by the user:

37 (A) A feature that encourages excessive or compulsive use  
38 of the social media service, including:

39 (i) a feature that rewards the user based on the amount  
40 of time the user spends using the social media service;

41 (ii) delivery of automated notifications to the user; and

42 (iii) automatic playing of audio or video media.



- 1                   **(B) A feature that disseminates to the user:**  
 2                    (i) content;  
 3                    (ii) recommendations for content; or  
 4                    (iii) advertising;  
 5                    based on patterns of the user's use of the service.  
 6                    **(C) A feature that allows geolocation of the user.**  
 7                    **(3) The provider shall provide the user with a means of**  
 8                    **limiting the types or categories of content that the provider**  
 9                    **disseminates or recommends to the user through a feature**  
 10                   **described in subdivision (2)(B).**  
 11                   **(4) The social media service shall provide functionality that**  
 12                   **allows access to the account to be:**  
 13                    **(A) limited by duration; or**  
 14                    **(B) limited to specified times.**  
 15                    **(5) The social media service shall provide an easily**  
 16                    **understandable and readily available means by which the**  
 17                    **parent, guardian, or custodian of the user can:**  
 18                    **(A) modify:**  
 19                      (i) the privacy settings of the account;  
 20                      (ii) the ability of the user to make purchases and other  
 21                      financial transactions through the account; and  
 22                      (iii) any configuration of the account described in  
 23                      subdivisions (1) through (4); and  
 24                    **(B) view data regarding account activity, including times**  
 25                    **and duration of account activity.**  
 26                    **(e) A social media provider may not disclose personal**  
 27                    **information (as defined in IC 4-1-6-1) of a registered user of the**  
 28                    **social media service that the provider knows, or reasonably should**  
 29                    **know, is a minor.**  
 30                    **(f) A social media provider shall provide a registered user of the**  
 31                    **provider's social media service that the social media service knows,**  
 32                    **or reasonably should know, is a minor with an easily**  
 33                    **understandable and readily available means of deleting the minor's**  
 34                    **account and any information associated with the account.**  
 35                    **Sec. 3. A social media provider that knowingly and intentionally**  
 36                    **violates section 1 of this chapter commits a deceptive act that is:**  
 37                      **(1) actionable by the attorney general; and**  
 38                      **(2) subject to the penalties and remedies available to the**  
 39                      **attorney general;**  
 40                    **under IC 24-5-0.5.**

