

1 STATE OF OKLAHOMA

2 2nd Session of the 60th Legislature (2026)

3 SENATE BILL 1972

By: Grellner

6 AS INTRODUCED

7 An Act relating to Internet protections for minors;
8 creating the Oklahoma Children's Internet Protection
9 Act; providing short title; defining terms;
10 prohibiting interactive computer service providers
11 from entering into certain contractual agreements
12 with minors; providing exceptions to certain
13 prohibitions; establishing certain methods for
interactive computer service providers to obtain the
consent of a minor's parent or legal guardian;
establishing certain penalties; allowing the Attorney
General to recover certain reasonable and necessary
fees; providing for codification; and providing an
effective date.

14

15 BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

16 SECTION 1. NEW LAW A new section of law to be codified
17 in the Oklahoma Statutes as Section 301 of Title 75A, unless there
18 is created a duplication in numbering, reads as follows:

19 This act shall be known and may be cited as the "Oklahoma
20 Children's Internet Protection Act".

21 SECTION 2. NEW LAW A new section of law to be codified
22 in the Oklahoma Statutes as Section 302 of Title 75A, unless there
23 is created a duplication in numbering, reads as follows:

24 As used in this act:

- 1 1. "Adult" means any person who is eighteen (18) years of age
2 or older;
- 3 2. "Broadband provider" has the same meaning as defined in 47
4 U.S.C., Section 1752(a) (2);
- 5 3. "Cloud service provider" has the same meaning as defined in
6 44 U.S.C., Section 3607(b) (5);
- 7 4. "Harmful to minors" has the same meaning as defined in
8 Section 1040.75 of Title 21 of the Oklahoma Statutes;
- 9 5. "Image" means a picture of a person;
- 10 6. "Interactive computer service" has the same meaning as
11 defined in 47 U.S.C., Section 230(f) (2);
- 12 7. "Likeness" mean means a physical, digital, or other
13 depiction or representation of a person;
- 14 8. "Minor" has the same meaning as defined in Section 1040.75
15 of Title 21 of the Oklahoma Statutes;
- 16 9. "Name" means the first or last name, or the preferred name
17 of a person when used in a context that reasonably identifies the
18 person with particularity;
- 19 10. "Persona" refers to a person's:
 - 20 a. name,
 - 21 b. likeness,
 - 22 c. personal identifying information, or
 - 23 d. precise geolocation data; and

1 11. "Personal identifying information" means any information,
2 including sensitive information, that is linked or reasonably
3 linkable to an identified or identifiable individual. The term
4 includes pseudonymous information when the information is used by a
5 controller or processor in conjunction with additional information
6 that reasonably links the information to an identified or
7 identifiable individual. The term does not include de-identified
8 information.

9 SECTION 3. NEW LAW A new section of law to be codified
10 in the Oklahoma Statutes as Section 303 of Title 75A, unless there
11 is created a duplication in numbering, reads as follows:

12 A. Interactive computer service providers shall not, without
13 the prior express consent of the minor's parent or legal guardian,
14 enter into any contractual agreement with a user who is a minor.
15 This prohibition includes, without limitation, any agreement with,
16 acknowledgment of, or consent to the interactive computer service's
17 terms of service, terms of use, terms and conditions, or similar
18 agreement, however described. Any agreement entered into with a
19 minor, without the prior express consent of the minor's parent or
20 legal guardian, is, from its inception and thereafter, null, void,
21 and of no effect. Any agreement entered into with a minor with the
22 consent of the minor's parent or legal guardian may not conflict
23 with the terms of this act. Any term or condition of such an
24 agreement entered into with a minor with the prior express consent

1 of the minor's parent or legal guardian shall, to the extent it
2 conflicts with any provision or purpose of this act, be considered
3 void as against the public policy of this state and stricken from
4 the agreement.

5 B. Except as provided in subsections D and E of this section,
6 an interactive computer service provider that knowingly and
7 intentionally commits any of the following acts shall be liable for
8 the civil penalties and other remedies provided in Section 4 of this
9 act:

10 1. Purports to enter into a contract or agreement prohibited by
11 subsection A of this section without the prior express consent of
12 the minor user's parent or legal guardian;

13 2. Allows a minor to access material harmful to minors using
14 the interactive computer service;

15 3. Makes any part of the persona of a minor accessible to other
16 persons using the interactive computer service; or

17 4. Allows an adult to use the interactive computer service to
18 communicate with a minor.

19 C. Any interactive computer service or third party that adheres
20 to the age verification requirements pursuant to subsection D of
21 this section shall not retain any identifying information of the
22 user after access has been granted to the interactive computer
23 service.

1 D. Subsections A and B of this section shall not apply to any
2 interactive computer service that performs reasonable age-
3 verification methods to verify the age of a user who obtains, in a
4 separate signed writing for each instance of conduct prohibited by
5 subsection A of this section, the consent of the minor's parent or
6 legal guardian to the conduct in question.

7 E. 1. The provisions of this section shall not apply to any
8 bona fide news or public interest broadcast or report, and shall not
9 be construed to affect the rights of any news-gathering
10 organization.

11 2. No broadband provider, affiliate or subsidiary of a
12 broadband provider, search engine, or cloud service provider shall
13 be held to have violated the provisions of this section if enforcing
14 this section against the provider would be inconsistent with 47
15 U.S.C., Section 230.

16 F. An interactive computer service provider may only obtain the
17 express consent of a minor's parent or legal guardian in compliance
18 with this section by one or more of the following methods:

19 1. Providing a form for the minor's parent or legal guardian to
20 sign and return to the interactive computer service provider by
21 common carrier, facsimile, or electronic scan;

22 2. Providing a toll-free telephone number for the minor's
23 parent or legal guardian to call to provide documented consent;

1 3. Coordinating a call with the minor's parent or legal
2 guardian over videoconferencing technology;

3 4. Collecting information related to the government-issued
4 identification of the minor's parent or legal guardian and deleting
5 that information after confirming the identity of the minor's parent
6 or legal guardian;

7 5. Allowing the minor's parent or legal guardian to provide
8 consent by responding to an email and taking additional steps to
9 verify the identity of the minor's parent or legal guardian; or

10 6. Any other commercially reasonable method of obtaining
11 consent in light of available technology.

12 SECTION 4. NEW LAW A new section of law to be codified
13 in the Oklahoma Statutes as Section 304 of Title 75A, unless there
14 is created a duplication in numbering, reads as follows:

15 A. An interactive computer service provider that, having been
16 given no less than thirty (30) days' notice by the Attorney General
17 that it is in violation of Section 3 of this act, continues to
18 knowingly violate Section 3 of this act, may be subject to action
19 brought by the Attorney General in the district court of Oklahoma
20 County or the district court in any county in which the minor user
21 accessed the interactive computer service in the course of conduct
22 that constitutes the violation of this act. The Attorney General
23 may seek to enjoin the violation, recover a civil penalty, or obtain
24 other relief the court considers appropriate.

1 B. A civil penalty imposed for a violation of Section 3 of this
2 act may be in an amount up to:

3 1. Ten Thousand Dollars (\$10,000.00) per day that the
4 interactive computer service provider operates an interactive
5 computer service in violation of the age verification or parental
6 consent requirements of Section 3 of this act;

7 2. Ten Thousand Dollars (\$10,000.00) per instance when the
8 interactive computer service provider retains identifying
9 information in violation of subsection C of Section 3 of this act;
10 and

11 3. If, because of the interactive computer service provider's
12 violation of the age verification or parental consent requirements
13 of Section 3 of this act:

14 a. one or more minors access material harmful to minors,

15 b. another person uses the interactive computer service
16 to access any part of the persona of a user who is a
17 minor, or

18 c. an adult uses the interactive computer service to
19 communicate with a user who is a minor,

20 an additional amount not to exceed Two Hundred Fifty Thousand
21 Dollars (\$250,000.00) per instance.

22 C. The amount of a civil penalty under this section shall be
23 based on:

1 1. The seriousness of the violation, including the nature,
2 circumstances, extent, and gravity of the violation;
3 2. The history of previous violations;
4 3. The amount necessary to deter a future violation;
5 4. The economic effect of a civil penalty on the entity on whom
6 the civil penalty will be imposed;
7 5. The entity's knowledge that the act constituted a violation
8 of Section 3 of this act; and
9 6. Any other matter that justice may require.

10 D. The Attorney General may recover reasonable attorney fees,
11 court costs, and expenses of litigation incurred in an action under
12 this section, including expert witness fees and court reporter fees.

13 SECTION 5. This act shall become effective November 1, 2026.

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