

116TH CONGRESS  
2D SESSION

**S.** \_\_\_\_\_

To amend section 230 of the Communications Act of 1934 to require that providers and users of an interactive computer service meet certain standards to qualify for liability protections.

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IN THE SENATE OF THE UNITED STATES

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Mrs. LOEFFLER introduced the following bill; which was read twice and referred to the Committee on \_\_\_\_\_

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**A BILL**

To amend section 230 of the Communications Act of 1934 to require that providers and users of an interactive computer service meet certain standards to qualify for liability protections.

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

3       **SECTION 1. SHORT TITLE.**

4       This Act may be cited as the “Stopping Big Tech’s  
5       Censorship Act”.

6       **SEC. 2. SCOPE OF LIABILITY.**

7       Section 230 of the Communications Act of 1934 (47  
8       U.S.C. 230) is amended—

1 (1) in subsection (c)—

2 (A) in paragraph (1)—

3 (i) by striking “No provider” and in-  
4 sserting the following:

5 “(A) IN GENERAL.—No provider”;

6 (ii) in subparagraph (A), as so des-  
7 ignated, by inserting after “interactive  
8 computer service” the following: “that  
9 takes reasonable steps to prevent or ad-  
10 dress the unlawful use of the interactive  
11 computer service or unlawful publication of  
12 information on the interactive computer  
13 service”; and

14 (iii) by adding at the end the fol-  
15 lowing:

16 “(B) DEFINITION.—For purposes of this  
17 paragraph, the term ‘unlawful use of the inter-  
18 active computer service or unlawful publication  
19 of information on the interactive computer serv-  
20 ice’ includes cyberstalking, sex trafficking, traf-  
21 ficking in illegal products or activities, child  
22 sexual exploitation, and any other activity relat-  
23 ing to the use of, or publication of information  
24 on, an interactive computer service that is oth-  
25 erwise proscribed by Federal law.”;

1 (B) in paragraph (2)—

2 (i) by redesignating subparagraphs  
3 (A) and (B) as clauses (i) and (ii), respec-  
4 tively, and adjusting the margins accord-  
5 ingly;

6 (ii) in the matter preceding clause (i),  
7 as so redesignated, by striking “No pro-  
8 vider” and inserting the following:

9 “(A) IN GENERAL.—Subject to subpara-  
10 graph (B), no provider”; and

11 (iii) by adding at the end the fol-  
12 lowing:

13 “(B) FIRST AMENDMENT REQUIRE-  
14 MENTS.—

15 “(i) IN GENERAL.—Subject to clause  
16 (ii), a provider or user of an interactive  
17 computer service that takes action under  
18 clause (i) of subparagraph (A) to restrict  
19 access to or availability of constitutionally  
20 protected material shall not be eligible for  
21 the protection under that subparagraph  
22 unless—

23 “(I) the action is taken in a view-  
24 point-neutral manner;

1                   “(II) the restriction limits only  
2                   the time, place, or manner in which  
3                   the material is available; and

4                   “(III) there is a compelling rea-  
5                   son for restricting that access or  
6                   availability.

7                   “(ii) NO PUNITIVE DAMAGES.—A  
8                   court that holds a provider or user of an  
9                   information computer service liable on ac-  
10                  count of action taken to restrict access to  
11                  or availability of material as described in  
12                  subparagraph (A)(i) because the provider  
13                  or user did not meet the requirements  
14                  under clause (i) of this subparagraph may  
15                  not award punitive damages against the  
16                  provider or user for taking that action.”;  
17                  and

18                  (C) by adding at the end the following:

19                  “(3) NOTICE REQUIREMENTS.—To be eligible  
20                  for protection under this subsection—

21                  “(A) a provider of an interactive computer  
22                  service shall, in any terms of service or user  
23                  agreement produced by the provider, clearly ex-  
24                  plain the practices and procedures used by the

1 provider in restricting access to or availability  
2 of any material; and

3 “(B) a provider or user of an interactive  
4 computer service that decides to restrict access  
5 to or availability of any material shall provide  
6 a clear explanation of that decision to the infor-  
7 mation content provider that created or devel-  
8 oped the material.

9 “(4) BURDEN OF PROOF.—In any action or  
10 proceeding in which a party asserts paragraph (1) or  
11 (2) as a defense to liability, the party alleging liabil-  
12 ity shall bear the burden of demonstrating that the  
13 other party is not entitled to immunity under that  
14 paragraph.”;

15 (2) in subsection (e), by adding at the end the  
16 following:

17 “(6) NO EFFECT ON FEDERAL CIVIL LIABIL-  
18 ITY.—Nothing in this section shall be construed to  
19 impair or limit any civil enforcement action brought  
20 by a Federal agency, office, or other establishment  
21 arising from any violation of a Federal statute or  
22 regulation.”; and

23 (3) in subsection (f), by adding at the end the  
24 following:

1           “(5) CONSTITUTIONALLY PROTECTED MATE-  
2           RIAL.—The term ‘constitutionally protected mate-  
3           rial’ means any material protected by a right under  
4           the Constitution of the United States, regardless of  
5           whether the right is otherwise enforceable against a  
6           nongovernmental entity.”.