

119TH CONGRESS  
2D SESSION

# H. R. 8915

To protect intellectual property rights in the voice and visual likeness of individuals, and for other purposes.

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## IN THE HOUSE OF REPRESENTATIVES

MAY 20, 2026

Ms. SALAZAR (for herself, Ms. DEAN of Pennsylvania, Mr. MORAN, Mr. MORELLE, Ms. BALINT, Mr. WITTMAN, Mr. MOSKOWITZ, Ms. FRIEDMAN, Ms. LEE of Nevada, and Ms. LEE of Florida) introduced the following bill; which was referred to the Committee on the Judiciary

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## A BILL

To protect intellectual property rights in the voice and visual likeness of individuals, and for other purposes.

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

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “Nurture Originals,  
5 Foster Art, and Keep Entertainment Safe Act of 2026”  
6 or the “NO FAKES Act of 2026”.

7 **SEC. 2. VOICE AND VISUAL LIKENESS RIGHTS.**

8 (a) DEFINITIONS.—In this section:

1           (1) DIGITAL FINGERPRINT.—The term “digital  
2       fingerprint” means an electronic label or identifier  
3       created by a cryptographic hash function (or similar  
4       function), or any other digital process, tool, or tech-  
5       nique selected by the provider of an online service,  
6       that is unique to a specific piece of material such  
7       that it is effectively certain that such piece of mate-  
8       rial will not be misidentified as a match for a dif-  
9       ferent piece of material.

10          (2) DIGITAL REPLICA.—The term “digital rep-  
11       lica”—

12                (A) means a newly created, computer-gen-  
13       erated, highly realistic electronic representation  
14       that is readily identifiable as the voice or visual  
15       likeness of an individual that—

16                   (i) is embodied in a sound recording,  
17       image, audiovisual work, including an  
18       audiovisual work that does not have any  
19       accompanying sounds, or transmission—

20                   (I) in which the actual individual  
21       did not actually perform or appear; or

22                   (II) that is a version of a sound  
23       recording, image, or audiovisual work  
24       in which the actual individual did per-  
25       form or appear, in which the funda-

1                   mental character of the performance  
2                   or appearance has been materially al-  
3                   tered; and

4                   (B) does not include the electronic repro-  
5                   duction, use of a sample of one sound recording  
6                   or audiovisual work into another, remixing,  
7                   mastering, or digital remastering of a sound re-  
8                   cording or audiovisual work authorized by the  
9                   copyright holder.

10                  (3) INDIVIDUAL.—The term “individual” means  
11                  a human being, living or dead.

12                  (4) INTERACTIVE COMPUTER SERVICE.—The  
13                  term “interactive computer service” means any in-  
14                  formation service, system, or access software pro-  
15                  vider that provides or enables computer access by  
16                  multiple users to a computer server, including spe-  
17                  cifically—

18                         (A) a service or system that provides ac-  
19                         cess to the internet; and

20                         (B) such systems operated, or services of-  
21                         fered, by libraries or educational institutions.

22                  (5) ONLINE SERVICE.—The term “online serv-  
23                  ice”—

24                         (A) means—

1           (i) any website, online application,  
2           mobile application, or virtual reality envi-  
3           ronment that predominantly provides pub-  
4           lic access to user uploaded material;

5           (ii) any digital music provider to  
6           which section 115 of title 17, United  
7           States Code, applies, to the extent that the  
8           digital music provider provides public ac-  
9           cess to a significant amount of sound re-  
10          cordings that are predominantly the fixa-  
11          tion of sounds of a performance of a musi-  
12          cal composition and are user uploaded ma-  
13          terial, if that digital music provider is not  
14          covered under clause (i); and

15          (iii) any online application, mobile ap-  
16          plication, virtual reality environment, ap-  
17          plication store, search engine (including  
18          any feature that provides web search re-  
19          sults), advertising service or network, on-  
20          line shopping service or platform, elec-  
21          tronic commerce provider, mapping service,  
22          cloud storage service, aggregator of visual  
23          and audiovisual works for licensing, or  
24          website hosting service or any other inter-  
25          active computer service that is not covered

1 under clause (i), and is not a digital music  
2 provider to which section 115 of title 17,  
3 United States Code, applies, but only if the  
4 provider of that interactive computer serv-  
5 ice has registered a designated agent with  
6 the Copyright Office under subsection  
7 (d)(2); and

8 (B) does not include any website, online  
9 application, mobile application, virtual reality  
10 environment, application store, cloud storage  
11 service, or search engine, if the primary func-  
12 tion of that website, online application, mobile  
13 application, virtual reality environment, applica-  
14 tion store, cloud storage service, or search en-  
15 gine is to distribute, import, transmit, or other-  
16 wise make available to the public a product or  
17 service described in subsection (c)(2)(B).

18 (6) RIGHT HOLDER.—The term “right holder”  
19 means—

20 (A) the individual, the voice or visual like-  
21 ness of whom is at issue with respect to a dig-  
22 ital replica or a product or service described in  
23 subsection (c)(2)(B); and

24 (B) any other individual or entity that has  
25 acquired, through a license, inheritance, or oth-

1           erwise, the right to authorize the use of the  
 2           voice or visual likeness described in subpara-  
 3           graph (A).

4           (7) SOUND RECORDING ARTIST.—The term  
 5           “sound recording artist” means an individual who  
 6           creates or performs in sound recordings for eco-  
 7           nomic gain or for the livelihood of the individual.

8           (8) USER UPLOADED MATERIAL.—The term  
 9           “user uploaded material” means material, such as a  
 10          video, image, game, audio file, or other similar mate-  
 11          rial, that is placed on a service directly by, or at the  
 12          direction of, a consumer end user of a service.

13          (b) DIGITAL REPLICATION RIGHT.—

14           (1) IN GENERAL.—Subject to the other provi-  
 15          sions of this section, each individual or right holder  
 16          shall have the right to authorize the use of the voice  
 17          or visual likeness of the individual—

18                   (A) in a digital replica; or

19                   (B) in connection with a product or service  
 20          for which authorization of the individual or  
 21          right holder is required to avoid liability with  
 22          respect to an activity described in subsection  
 23          (c)(2)(B).

24          (2) NATURE OF RIGHT.—

1 (A) IN GENERAL.—The right described in  
2 paragraph (1) shall have the following charac-  
3 teristics:

4 (i) The right is—

5 (I) a property right;

6 (II) not assignable during the life  
7 of the individual; and

8 (III) licensable, in whole or in  
9 part, exclusively or non-exclusively, by  
10 the right holder.

11 (ii) The right shall not expire upon  
12 the death of the individual, without regard  
13 to whether the right is commercially ex-  
14 ploited by the individual during the life-  
15 time of the individual.

16 (iii) Upon the death of the indi-  
17 vidual—

18 (I) the right is transferable and  
19 licensable, in whole or in part, by the  
20 executors, heirs, assignees, licensees,  
21 or devisees of the individual; and

22 (II) ownership of the right may  
23 be—

1 (aa) transferred, in whole or  
2 in part, by any means of convey-  
3 ance or by operation of law; and

4 (bb) bequeathed by will or  
5 pass as personal property by the  
6 applicable laws of intestate suc-  
7 cession.

8 (iv) The right shall be exclusive to—

9 (I) the individual, subject to the  
10 licensing of the right during the life-  
11 time of that individual under subpara-  
12 graph (B); and

13 (II) the right holder—

14 (aa) for a period of 10 years  
15 after the death of the individual;  
16 and

17 (bb) if the right holder dem-  
18 onstrates active and authorized  
19 public use of the voice or visual  
20 likeness of the individual in inter-  
21 state or foreign commerce during  
22 the 2-year period preceding the  
23 expiration of the 10-year period  
24 described in item (aa), for an ad-  
25 ditional 5-year period, subject to



1 renewal for additional 5-year pe-  
2 riods, provided the right holder  
3 can demonstrate authorized pub-  
4 lic use of the voice or visual like-  
5 ness of the individual in inter-  
6 state or foreign commerce during  
7 the 2-year period preceding the  
8 expiration of each additional 5-  
9 year period.

10 (v) The right shall terminate on the  
11 date that is the earlier of—

12 (I) the date on which the 10-year  
13 period or 5-year period described in  
14 clause (iv)(II) terminates without re-  
15 newal; or

16 (II) the date that is 70 years  
17 after the death of the individual.

18 (B) REQUIREMENTS FOR LICENSE.—

19 (i) IN GENERAL.—A license described  
20 in subparagraph (A)(i)(III)—

21 (I) while the individual is living,  
22 is valid only to the extent that the li-  
23 cense duration does not exceed 10  
24 years; and

1 (II) shall be valid only if the li-  
2 cense agreement—

3 (aa) is in writing and signed  
4 by the individual or an author-  
5 ized representative of the indi-  
6 vidual; and

7 (bb) includes a reasonably  
8 specific description of the in-  
9 tended uses of the applicable dig-  
10 ital replica.

11 (ii) LICENSES INVOLVING A MINOR.—  
12 A license described in subparagraph  
13 (A)(i)(III) involving a living individual who  
14 is younger than 18 years of age—

15 (I) is valid only to the extent that  
16 the license duration does not exceed 5  
17 years, but in any case terminates  
18 when the individual reaches 18 years  
19 of age; and

20 (II) shall be valid only if the li-  
21 cense agreement—

22 (aa) is in writing and signed  
23 by the individual or an author-  
24 ized representative of the indi-  
25 vidual;

1 (bb) includes a reasonably  
2 specific description of the in-  
3 tended uses of the digital replica;  
4 and

5 (cc) is approved by a court  
6 in accordance with applicable  
7 State law.

8 (iii) COLLECTIVE BARGAINING AGREE-  
9 MENTS.—The provisions of clauses (i) and  
10 (ii) shall not apply with respect to a license  
11 if the license is governed by a collective  
12 bargaining agreement that addresses dig-  
13 ital replicas.

14 (iv) LIMITATION.—The provisions of  
15 clauses (i) and (ii) shall not affect terms  
16 and conditions of a license or related con-  
17 tract other than those described in this  
18 subparagraph, and the expiration of that  
19 license shall not affect the remainder of  
20 the license or related contract.

21 (C) REQUIREMENTS FOR POST-MORTEM  
22 TRANSFER.—A post-mortem transfer or license  
23 described in subparagraph (A)(iii)(I) shall be  
24 valid only if the transfer agreement or license  
25 agreement is in writing and signed by the right

holder or an authorized representative of the right holder.

(D) REGISTRATION FOR POST-MORTEM RENEWAL.—

(i) IN GENERAL.—The renewal of a post-mortem right under subparagraph (A)(iv)(II)(bb) shall be effective if, during the applicable 2-year renewal period described in that subparagraph, the right holder files a notice with the Register of Copyrights that complies with such requirements regarding form and filing procedures as the Register of Copyrights may prescribe by regulation, which shall include—

(I) the name of the deceased individual;

(II) a statement, under penalty of perjury, that the right holder has engaged in active and authorized public use of the voice or visual likeness in interstate or foreign commerce during the applicable 2-year period;

(III) the identity of and contact information for the right holder; and

1 (IV) such other information as  
2 the Register of Copyrights may pre-  
3 scribe by regulation.

4 (ii) DIRECTORY.—The Register of  
5 Copyrights—

6 (I) shall—

7 (aa) maintain a current di-  
8 rectory of post-mortem digital  
9 replication rights registered  
10 under this subparagraph; and

11 (bb) make the directory de-  
12 scribed in item (aa) available to  
13 the public for inspection online;  
14 and

15 (II) may require payment of a  
16 reasonable filing fee by the right hold-  
17 er filing notice under clause (i), which  
18 may take into consideration the costs  
19 of maintaining the directory described  
20 in subclause (I) of this clause.

21 (iii) VOLUNTARY INITIAL REGISTRA-  
22 TION.—

23 (I) IN GENERAL.—A right holder  
24 may voluntarily register the post-  
25 mortem right under subparagraph

1 (A)(iv)(II)(aa) by filing a notice with  
2 the Register of Copyrights that com-  
3 plies with such requirements regard-  
4 ing form, content, and filing proce-  
5 dures as the Register of Copyrights  
6 may prescribe by regulation.

7 (II) AUTHORITY OF REGISTER OF  
8 COPYRIGHTS.—The Register of Copy-  
9 rights may—

10 (aa) include a voluntary reg-  
11 istration of the post-mortem  
12 right under subparagraph  
13 (A)(iv)(II)(aa) in the directory  
14 maintained under clause  
15 (ii)(I)(aa) of this subparagraph;  
16 and

17 (bb) require payment of a  
18 reasonable filing fee by a right  
19 holder registering a right under  
20 this clause, which may take into  
21 consideration the costs of main-  
22 taining the directory.

23 (iv) AUTHORITY OF REGISTER OF  
24 COPYRIGHTS.—The Register of Copyrights  
25 may make such interpretations and resolve

1           such ambiguities as may be appropriate to  
2           carry out this subparagraph.

3           (E) POST-EXPIRATION OR TERMINATION  
4           UTILIZATION OF AUTHORIZED USES.—A digital  
5           replica that is embodied in a sound recording,  
6           image, audiovisual work, including an audio-  
7           visual work that does not have any accom-  
8           panying sounds, or transmission, and the use of  
9           which is authorized pursuant to the terms of a  
10          license, may continue to be utilized in a manner  
11          consistent with the terms of that license after  
12          the expiration or termination of the license.

13       (c) LIABILITY.—

14           (1) IN GENERAL.—Any individual or entity  
15          that, in a manner affecting interstate or foreign  
16          commerce (or using any means or facility of inter-  
17          state or foreign commerce), engages in an activity  
18          described in paragraph (2) shall be liable in a civil  
19          action brought under subsection (e).

20           (2) ACTIVITIES DESCRIBED.—An activity de-  
21          scribed in this paragraph is either of the following:

22           (A) The public display, distribution, trans-  
23          mission, or communication of, or the act of oth-  
24          erwise making available to the public, including  
25          by acting as a third party commercial supplier

1 of sound recordings to a digital music provider,  
2 a digital replica without authorization by the  
3 applicable right holder.

4 (B) Distributing, importing, transmitting,  
5 or otherwise making available to the public a  
6 product or service that—

7 (i) is primarily designed to produce 1  
8 or more digital replicas of a specifically  
9 identified individual or individuals without  
10 the authorization of—

11 (I) such individual or individuals;

12 (II) the applicable right holder;

13 or

14 (III) the law;

15 (ii) has only limited commercially sig-  
16 nificant purpose or use other than to  
17 produce a digital replica of a specifically  
18 identified individual or individuals without  
19 the authorization of—

20 (I) such individual or individuals;

21 (II) the applicable right holder;

22 or

23 (III) the law; or

24 (iii) is marketed, advertised, or other-  
25 wise promoted by the individual or entity



described in paragraph (1), or another individual or entity acting in concert with the individual or entity described in paragraph (1) with the knowledge of the individual or entity described in paragraph (1), as a product or service designed to produce a digital replica of a specifically identified individual or individuals without the authorization of—

(I) such individual or individuals;

(II) the applicable right holder;

or

(III) the law.

(3) NOTICE OR KNOWLEDGE REQUIRED.—To incur liability under this subsection, the following shall apply:

(A)(i) With respect to an activity carried out under paragraph (2) by the provider of an online service described in clause (ii), the designated agent with respect to the provider must have received a notification that satisfies the requirements under subsection (d)(3), or a court order stating, or must have willfully avoided receipt of such a notification or court order, that the applicable material is—

1 (I) a digital replica that was not au-  
2 thorized by the applicable right holder; or

3 (II) a product or service described in  
4 paragraph (2)(B).

5 (ii) An online service described in this  
6 clause is an online service that is—

7 (I) described in subsection  
8 (a)(5)(A)(i);

9 (II) described in subsection  
10 (a)(5)(A)(ii), with respect to sound record-  
11 ings that are predominantly the fixation of  
12 sounds of a performance of a musical com-  
13 position and are user uploaded material; or

14 (III) described in subsection  
15 (a)(5)(A)(iii), with respect to material  
16 placed on that online service by or at the  
17 direction of a third party.

18 (B) With respect to an activity carried out  
19 under paragraph (2) by an individual or entity  
20 that is not an online service, or an activity car-  
21 ried out under paragraph (2) by the provider of  
22 an online service that is not described in sub-  
23 paragraph (A)(ii), the individual or entity must  
24 have actual knowledge, or must willfully avoid

1           having such knowledge, that the applicable ma-  
2           terial is—

- 3                   (i) a digital replica that was not au-  
4                   thorized by the applicable right holder; or  
5                   (ii) a product or service described in  
6                   paragraph (2)(B).

7           (4) EXCLUSIONS.—Liability under this sub-  
8           section shall not extend to—

9                   (A) a service by wire or radio that provides  
10                  the capability to transmit data to and receive  
11                  data from all, or substantially all, internet  
12                  endpoints, including any capabilities that are  
13                  incidental to enable the operation of the com-  
14                  munications service of a provider of online serv-  
15                  ices or network access, or the operator of facili-  
16                  ties for such service;

17                  (B) a provider of an online service de-  
18                  scribed in paragraph (3)(A)(ii) alleged to have  
19                  undertaken an activity described in paragraph  
20                  (2) if—

- 21                           (i) it is not technologically or prac-  
22                           tically feasible for that provider to disable  
23                           access to the offending material, or disable  
24                           the reference or link to that material, at  
25                           the specific location identified in the appli-

1 cable notification sent under subsection  
2 (d)(3); or

3 (ii) disabling access to the offending  
4 material is prohibited by law;

5 (C) a nonprofit library or archives—

6 (i) that is eligible for the limitations  
7 on exclusive rights under section 108 of  
8 title 17, United States Code;

9 (ii) the collections of which are—

10 (I) open to the public; or

11 (II) available not only to re-  
12 searchers affiliated with the library or  
13 archives, or with the institution of  
14 which the library or archives is a part,  
15 but also to other persons doing re-  
16 search in a specialized field;

17 (iii) that has a public service mission;

18 (iv) the trained staff or volunteers of  
19 which provide professional services nor-  
20 mally associated with libraries and ar-  
21 chives; and

22 (v) the collections of which are com-  
23 posed of lawfully acquired or licensed ma-  
24 terials that are made available consistent

1 with the requirements of title 17, United  
2 States Code;

3 (D) an accredited nonprofit educational in-  
4 stitution with respect to an activity undertaken  
5 without any purpose of direct or indirect com-  
6 mercial advantage;

7 (E) an employee of an institution described  
8 in subparagraph (C) or (D) acting within the  
9 scope of the employment of that individual;

10 (F) any other person solely with respect to  
11 providing online or network access services to  
12 an institution described in subparagraph (C) or  
13 (D) in the course of providing those services to  
14 that institution; or

15 (G) an individual or entity that is not an  
16 online service, if, upon obtaining actual knowl-  
17 edge of an activity described in paragraph (2),  
18 the individual or entity acts as soon as techno-  
19 logically and practically feasible to remove or  
20 disable access to the applicable material.

21 (5) ADDITIONAL EXCLUSIONS.—

22 (A) IN GENERAL.—An activity shall not be  
23 considered to be an activity described in para-  
24 graph (2) if—

1 (i) the applicable digital replica is pro-  
2 duced or used in a bona fide news, public  
3 affairs, or sports broadcast or account,  
4 provided that the digital replica is the sub-  
5 ject of, or is materially relevant to, the  
6 subject of that broadcast or account;

7 (ii) the applicable digital replica is a  
8 representation of the applicable individual  
9 as the individual in a documentary or in a  
10 historical or biographical manner, includ-  
11 ing some degree of fictionalization, un-  
12 less—

13 (I) the production or use of that  
14 digital replica creates the false im-  
15 pression that the work is an authentic  
16 sound recording, image, transmission,  
17 or audiovisual work in which the indi-  
18 vidual participated; or

19 (II) the digital replica is em-  
20 bodied in a musical sound recording  
21 that is synchronized to accompany a  
22 motion picture or other audiovisual  
23 work, except to the extent that the  
24 use of that digital replica is protected

1 by the First Amendment to the Con-  
2 stitution of the United States;

3 (iii) the applicable digital replica is  
4 produced or used consistent with the public  
5 interest in bona fide commentary, criti-  
6 cism, scholarship, satire, or parody;

7 (iv) the use of the applicable digital  
8 replica is fleeting or negligible; or

9 (v) the applicable digital replica is  
10 used in an advertisement or commercial  
11 announcement for a purpose described in  
12 any of clauses (i) through (iv) and the ap-  
13 plicable digital replica is relevant to the  
14 subject of the work so advertised or an-  
15 nounced.

16 (B) APPLICABILITY.—Subparagraph (A)  
17 shall not apply where the applicable digital rep-  
18 lica is used to depict sexually explicit conduct,  
19 as defined in section 2256(2)(A) of title 18,  
20 United States Code.

21 (6) VOLUNTARY USE OF TOOLS TO REMOVE OR  
22 DISABLE ACCESS.—The voluntary use of any tool to  
23 remove or disable access to content shall not alone  
24 confer actual knowledge of a particular violation of  
25 this section.

1 (d) SAFE HARBORS.—

2 (1) IN GENERAL.—

3 (A) PRODUCTS AND SERVICES CAPABLE OF  
4 PRODUCING DIGITAL REPLICAS.—No individual  
5 or entity shall be directly or secondarily liable  
6 under this section for an activity described in  
7 subsection (c)(2)(A) by virtue of distributing,  
8 importing, transmitting, or otherwise making  
9 available to the public a product or service un-  
10 less the product or service is a product or serv-  
11 ice described in subsection (c)(2)(B).

12 (B) ONLINE SERVICES.—The provider of  
13 an online service shall not be liable for an activ-  
14 ity that violates subsection (c), or for referring  
15 or linking to the material containing an unau-  
16 thorized digital replica or a product or service  
17 described in subsection (c)(2)(B), if—

18 (i) for the provider of an online serv-  
19 ice described in subsection (a)(5)(A)(iii)  
20 (other than a search engine or a search  
21 component of a service), the provider has  
22 adopted and reasonably implemented, and  
23 has informed users of the online service of,  
24 a policy that provides for the termination  
25 in appropriate circumstances of account



1 holders of the online service that are re-  
2 peat violators of subsection (c)(2), provided  
3 that the failure to terminate a particular  
4 account holder in accordance with that pol-  
5 icy shall subject the provider of the online  
6 service to potential liability only with re-  
7 spect to violating content posted by that  
8 account holder; and

9 (ii)(I) upon receiving a notification  
10 that satisfies the requirements under para-  
11 graph (3), the provider—

12 (aa) removes or disables access to  
13 the work embodying the claimed un-  
14 authorized digital replica or the prod-  
15 uct or service specifically identified in  
16 a notice sent under that paragraph,  
17 or, as applicable, the link or reference  
18 to the unauthorized digital replica or  
19 product or service, as soon as is tech-  
20 nologically and practically feasible for  
21 that provider;

22 (bb) for the provider of an online  
23 service described in subsection  
24 (a)(5)(A)(i), as soon as is techno-  
25 logically and practically feasible for

1 that provider, removes or disables ac-  
2 cess to all other publicly available in-  
3 stances of the work embodying the  
4 claimed unauthorized digital replica  
5 that—

6 (AA) match the digital fin-  
7 gerprint of an unauthorized dig-  
8 ital replica specifically identified  
9 in a notification sent under para-  
10 graph (3); and

11 (BB) are uploaded after  
12 valid, applicable notice was sub-  
13 mitted to, and processed by, the  
14 provider;

15 (cc) for the provider of an online  
16 service described in subsection  
17 (a)(5)(A)(ii), with respect to sound re-  
18 cordings that are predominantly the  
19 fixation of sounds of a performance of  
20 a musical composition and are user  
21 uploaded material, as soon as is tech-  
22 nologically and practically feasible for  
23 that provider, removes or disables ac-  
24 cess to all other publicly available in-  
25 stances of the work embodying the

1 claimed unauthorized digital replica  
2 that—

3 (AA) match the digital fin-  
4 gerprint of an unauthorized dig-  
5 ital replica specifically identified  
6 in a notification sent under para-  
7 graph (3); and

8 (BB) are uploaded after  
9 valid, applicable notice was sub-  
10 mitted to, and processed by, the  
11 provider; and

12 (dd) takes reasonable steps to  
13 promptly notify the right holder, and  
14 the party that placed the material on  
15 the online service, that the online  
16 service removed or disabled access to  
17 the material; and

18 (II) the provider, in the case that the  
19 provider receives a counter-notification  
20 that satisfies the requirements under para-  
21 graph (4) and opts to replace the removed  
22 material or cease disabling access to that  
23 material—

24 (aa) takes reasonable steps to  
25 promptly provide the individual or en-

1           tity that provided the applicable noti-  
2           fication under paragraph (3) with a  
3           copy of the counter-notification; and

4                   (bb) not less than 14 days after  
5           the date on which the provider re-  
6           ceives that counter-notification, re-  
7           places the removed material or ceases  
8           disabling access to that material, un-  
9           less an eligible plaintiff described in  
10          subsection (e) brings an action under  
11          that subsection, in which case the pro-  
12          vider shall remove the material or dis-  
13          able access to the material as soon as  
14          is technologically and practically fea-  
15          sible for the provider.

16           (2) DESIGNATED AGENT.—

17                   (A) DESIGNATION.—

18                           (i) IN GENERAL.—A provider of an  
19           online service described in clause (i) or (ii)  
20           of subsection (a)(5)(A) shall, and a pro-  
21           vider of an online service that is described  
22           in subsection (a)(5)(A)(iii) and is eligible  
23           for registration may, register a designated  
24           agent in accordance with this paragraph.

1                   (ii) CONTENTS.—To designate an  
2                   agent under clause (i), the provider of an  
3                   online service shall make available through  
4                   that online service, in a location accessible  
5                   to the public, and provide to the Copyright  
6                   Office, substantially the following informa-  
7                   tion:

8                               (I) The name, address, telephone  
9                               number, and electronic mail address  
10                              of the agent.

11                             (II) Other contact information  
12                             that the Register of Copyrights may  
13                             determine appropriate.

14                   (B) DIRECTORY.—The Register of Copy-  
15                   rights—

16                             (i) shall—

17                               (I) maintain a current directory  
18                               of designated agents for the purposes  
19                               of this paragraph; and

20                             (II) make the directory described  
21                             in subclause (I) available to the public  
22                             for inspection, including through the  
23                             internet; and

24                             (ii) may require payment of a fee by  
25                   the provider of an online service to cover

1 the costs of maintaining the directory de-  
2 scribed in clause (i)(I).

3 (C) EFFECT OF FAILURE TO DES-  
4 IGNATE.—There shall be established a presump-  
5 tion that a provider of an online service de-  
6 scribed in subparagraph (A)(i) has not under-  
7 taken a good faith effort to comply with this  
8 subsection if the provider has failed to register  
9 a designated agent under this paragraph by the  
10 later of—

11 (i) the date that is 90 days after the  
12 effective date of this section; or

13 (ii) the date that is 90 days after the  
14 date on which the provider becomes a pro-  
15 vider described in subparagraph (A)(i).

16 (3) ELEMENTS OF NOTIFICATION.—To be effec-  
17 tive under this subsection, a notification of a claimed  
18 violation of the right described in subsection (b)  
19 shall be a written communication provided to the  
20 designated agent registered under this subsection  
21 with respect to the applicable provider of an online  
22 service that includes the following:

23 (A) A physical or electronic signature of  
24 the right holder, an individual or entity author-

1            ized to act on behalf of the right holder, or an  
2            eligible plaintiff under subsection (e)(1).

3            (B) Identification of the individual, the  
4            voice or visual likeness of whom is at issue with  
5            respect to an unauthorized digital replica or a  
6            product or service described in subsection  
7            (c)(2)(B).

8            (C) Identification of the material con-  
9            taining an unauthorized digital replica or a  
10           product or service described in subsection  
11           (c)(2)(B), including information sufficient to  
12           allow the provider to locate the identified mate-  
13           rial.

14           (D) Information reasonably sufficient to  
15           permit the provider to contact the notifying  
16           party, such as an address, telephone number,  
17           and email address.

18           (E) A statement that the notifying party  
19           believes in good faith that—

20                    (i) the material is an unauthorized  
21                    use of a digital replica or a product or  
22                    service described in subsection (c)(2)(B);  
23                    and

24                    (ii) the exclusions under subsection  
25                    (c)(5) do not apply.

1 (F) If not the right holder or an eligible  
2 plaintiff under subsection (e)(1), a statement,  
3 under penalty of perjury, that the notifying  
4 party has the authority to act on behalf of the  
5 right holder.

6 (G) For the purposes of paragraph (1)(B),  
7 information reasonably sufficient to—

8 (i) identify the reference or link to the  
9 material or activity claimed to be or con-  
10 taining an unauthorized digital replica, or  
11 a product or service described in subsection  
12 (c)(2)(B), that is to be removed or to  
13 which access is to be disabled; and

14 (ii) permit the provider to locate the  
15 reference or link described in clause (i).

16 (4) ELEMENTS OF COUNTER-NOTIFICATION.—

17 To be effective under this subsection, a counter-noti-  
18 fication with respect to a notification provided under  
19 paragraph (3) shall be a written communication that  
20 satisfies the following:

21 (A) The counter-notification is provided—

22 (i) to the designated agent of the on-  
23 line service provider to which that notifica-  
24 tion was submitted under paragraph (3);  
25 and



1 (ii) by the party that placed the appli-  
2 cable material on the online service.

3 (B) The counter notification includes the  
4 following:

5 (i) A physical signature, witnessed or  
6 attested to in person by a licensed notary  
7 public, of the individual or entity that  
8 placed the applicable material on the online  
9 service.

10 (ii) An identification of the material  
11 that has been removed or to which access  
12 has been disabled and the location at  
13 which the material appeared before the  
14 material was removed or access to the ma-  
15 terial was disabled.

16 (iii) Information that is reasonably  
17 sufficient to permit the provider of the on-  
18 line service and the individual or entity  
19 that provided the notification under para-  
20 graph (3) to contact the party providing  
21 the counter-notification, including an ad-  
22 dress, telephone number, and email ad-  
23 dress.

24 (iv) A statement made under penalty  
25 of perjury that the party providing the

1 counter-notification has a good faith belief  
2 that the applicable material was removed,  
3 or access to that material was disabled, as  
4 a result of mistake or misidentification of  
5 the material to be removed or access to  
6 which was to be disabled, which shall in-  
7 clude a specific assertion by the party pro-  
8 viding the counter-notification that such  
9 material—

10 (I) is not a digital replica;

11 (II) is an authorized digital rep-  
12 lica; or

13 (III) is an unauthorized digital  
14 replica that satisfies an exclusion  
15 under paragraph (4) or (5) of sub-  
16 section (c), or any other requirements  
17 with respect to a valid legal defense,  
18 which shall include a succinct expla-  
19 nation of how such material satisfies  
20 the applicable exclusion or require-  
21 ment.

22 (v) A statement that the individual or  
23 entity described in clause (i)—

24 (I) consents to the jurisdiction of  
25 the district court of the United States

1 for the judicial district in which the  
2 address provided under clause (iii) is  
3 located (or, if that address is outside  
4 of the United States, for any judicial  
5 district of the United States in which  
6 the provider may be found); and

7 (II) will accept service of process  
8 from—

9 (aa) the individual or entity  
10 that provided notification under  
11 paragraph (3); or

12 (bb) an agent of the indi-  
13 vidual or entity described in item  
14 (aa).

15 (5) PENALTIES FOR FALSE OR DECEPTIVE NO-  
16 TICE.—

17 (A) KNOWING MATERIAL REPRESENTA-  
18 TIONS.—

19 (i) IN GENERAL.—It shall be unlawful  
20 to knowingly materially misrepresent—

21 (I) in a notification provided  
22 under paragraph (3)—

23 (aa) that the material re-  
24 quested to be removed, or access  
25 to which is requested to be dis-

1                   abled, is an unauthorized digital  
2                   replica;

3                   (bb) that the exclusions  
4                   under subsection (c)(5) do not  
5                   apply; or

6                   (cc) that an individual or en-  
7                   tity has the authority to act on  
8                   behalf of the right holder; or

9                   (II) in a counter-notification pro-  
10                  vided under paragraph (4)—

11                  (aa) that the material re-  
12                  moved, or to which access was  
13                  disabled—

14                   (AA) was removed or  
15                   disabled by mistake or  
16                   misidentification;

17                   (BB) is not a digital  
18                   replica; or

19                   (CC) is subject to an  
20                   exclusion under subsection  
21                   (c)(5) or any other valid  
22                   legal defense.

23                   (ii) FAILURE TO PERFORM GOOD  
24                   FAITH REVIEW.—The failure to consider in  
25                   good faith any of the issues described in

1 clause (i)(I) before providing a notification  
2 under paragraph (3), or any of the issues  
3 described in clause (i)(II) before providing  
4 a counter-notification under paragraph (4),  
5 shall constitute a knowing material mis-  
6 representation under this subparagraph.

7 (B) PENALTIES.—In addition to a cause of  
8 action and remedies made available under sub-  
9 section (e), any individual or entity that violates  
10 subparagraph (A) of this paragraph shall be lia-  
11 ble to the applicable right holder, the alleged vi-  
12 olator that uploaded the applicable material, or  
13 the provider of an online service injured by the  
14 misrepresentation, for an amount equal to the  
15 greater of—

16 (i) \$25,000 per notification provided  
17 under paragraph (3), or counter-notifica-  
18 tion provided under paragraph (4), that  
19 contains a misrepresentation described in  
20 subparagraph (A) of this paragraph; or

21 (ii)(I) any actual damages incurred by  
22 the applicable right holder or alleged viola-  
23 tor, as well as by any provider of an online  
24 service or other individual or entity injured  
25 by the misrepresentation; and

1                   (II) any costs and attorney’s fees in-  
2                   curred by the applicable recipient of a noti-  
3                   fication under paragraph (3), or a counter-  
4                   notification under paragraph (4), that pre-  
5                   vails in an action alleging that the notifica-  
6                   tion or counter-notification, as applicable,  
7                   was false or deceptive.

8           (e) CIVIL ACTION.—

9           (1) ELIGIBLE PLAINTIFFS.—A civil action  
10          against an individual or entity that, in a manner af-  
11          fecting interstate commerce (or using any means or  
12          facility of interstate commerce), commits a violation  
13          of subsection (c) may be brought by—

14                (A) the applicable right holder;

15                (B) if the applicable right holder is an in-  
16          dividual who is younger than 18 years of age,  
17          a parent or guardian of that individual; or

18                (C) in the case of a digital replica involving  
19          a sound recording artist, any individual or enti-  
20          ty that has, directly or indirectly, entered  
21          into—

22                   (i) a contract for the exclusive per-  
23          sonal services of the sound recording artist  
24          as a sound recording artist; or

1                   (ii) an exclusive license to distribute  
2                   or transmit 1 or more works that capture  
3                   the audio performance of the sound record-  
4                   ing artist.

5           (2) LIMITATIONS PERIOD.—A civil action may  
6           not be brought under this subsection unless the civil  
7           action is commenced not later than 3 years after the  
8           date on which the party seeking to bring the civil ac-  
9           tion discovered, or with due diligence should have  
10          discovered, the applicable violation.

11          (3) DEFENSE NOT PERMITTED.—It shall not be  
12          a defense in a civil action brought under this sub-  
13          section that the defendant displayed or otherwise  
14          communicated to the public a disclaimer stating that  
15          the applicable digital replica, or the applicable prod-  
16          uct or service described in subsection (c)(2)(B), was  
17          unauthorized or disclosed that the digital replica,  
18          product, or service was generated through the use of  
19          artificial intelligence or other technology.

20          (4) REMEDIES.—

21                (A) IN GENERAL.—In any civil action  
22                brought under this subsection—

23                       (i) an individual or entity found to  
24                       have committed a violation of subsection

1 (c) shall be liable to the injured party in  
2 an amount equal to the greater of—

3 (I)(aa) in the case of an indi-  
4 vidual, \$5,000 per work embodying  
5 the applicable unauthorized digital  
6 replica;

7 (bb) in the case of a provider of  
8 an online service that has undertaken  
9 a good faith effort to implement all  
10 applicable obligations of paragraphs  
11 (1) through (4) of subsection (d),  
12 \$25,000 per work embodying the ap-  
13 plicable unauthorized digital replica;

14 (cc) in the case of a provider of  
15 an online service that has not under-  
16 taken a good faith effort to implement  
17 all applicable obligations of para-  
18 graphs (1) through (4) of subsection  
19 (d), \$5,000 per display, copy made,  
20 transmission, and instance of the un-  
21 authorized digital replica being made  
22 available on the online service in a  
23 sum of not more than \$750,000 per  
24 work embodying the applicable unau-  
25 thorized digital replica; and



1 (dd) in the case of an entity that  
2 is not a provider of an online service,  
3 \$25,000 per work embodying the ap-  
4 plicable unauthorized digital replica;  
5 or

6 (II) any actual damages suffered  
7 by the injured party as a result of the  
8 activity, plus any profits from the un-  
9 authorized use that are attributable to  
10 such use and are not taken into ac-  
11 count in computing the actual dam-  
12 ages;

13 (ii) an individual or entity found to  
14 have violated subsection (c) by virtue of  
15 engaging in an activity described in sub-  
16 section (c)(2)(B) shall be liable to the in-  
17 jured party in an amount equal to the  
18 greater of—

19 (I)(aa) in the case of an indi-  
20 vidual, \$5,000 per product or service;

21 (bb) in the case of a provider of  
22 an online service that has undertaken  
23 a good faith effort to implement all  
24 applicable obligations of paragraphs

1 (1) through (4) of subsection (d),  
2 \$25,000 per product or service;

3 (cc) in the case of a provider of  
4 an online service that has not under-  
5 taken a good faith effort to implement  
6 all applicable obligations of para-  
7 graphs (1) through (4) of subsection  
8 (d), \$750,000 per product or service;  
9 or

10 (dd) in the case of an entity that  
11 is not a provider of an online service,  
12 \$25,000 per product or service; or

13 (II) any actual damages suffered  
14 by the injured party as a result of the  
15 activity, plus any profits from the un-  
16 authorized use that are attributable to  
17 such use and are not taken into ac-  
18 count in computing the actual dam-  
19 ages;

20 (iii) the plaintiff may seek injunctive  
21 or other equitable relief;

22 (iv) in the case of willful activity in  
23 which the injured party has proven that  
24 the defendant acted with malice, fraud,  
25 knowledge, or willful avoidance of knowl-

1 edge that the conduct violated the law, the  
2 court may award to the injured party puni-  
3 tive damages; and

4 (v) if the prevailing party is—

5 (I) the party bringing the action,  
6 the court shall award reasonable at-  
7 torney’s fees; or

8 (II) the party defending the ac-  
9 tion, the court shall award reasonable  
10 attorney’s fees if the court determines  
11 that the action was not brought in  
12 good faith.

13 (B) OBJECTIVELY REASONABLE BELIEF.—

14 A provider of an online service that has des-  
15 ignated an agent under subsection (d)(2) and  
16 has an objectively reasonable belief that mate-  
17 rial that is claimed to be an unauthorized digi-  
18 tal replica does not qualify as a digital replica  
19 shall be liable only for actual damages under  
20 subparagraph (A) if the material is ultimately  
21 determined to be an unauthorized digital rep-  
22 lica.

23 (f) SUBPOENA TO IDENTIFY VIOLATOR.—

24 (1) REQUEST.—A right holder, an individual or  
25 entity authorized to act on behalf of a right holder,

1 or an eligible plaintiff under subsection (e)(1) may  
2 request the clerk of any district court of the United  
3 States to issue a subpoena to a provider of an online  
4 service for identification of an alleged violator of this  
5 section in accordance with this subsection.

6 (2) CONTENTS OF REQUEST.—A request under  
7 paragraph (1) may be made by filing with the  
8 clerk—

9 (A) a copy of a notification described in  
10 subsection (d)(3);

11 (B) a proposed subpoena; and

12 (C) a sworn declaration to the effect  
13 that—

14 (i) the purpose of the subpoena is to  
15 obtain the identity of an individual or enti-  
16 ty alleged to be liable under subsection (c);  
17 and

18 (ii) the information described in  
19 clause (i) will only be used for the purpose  
20 of protecting rights under this section.

21 (3) CONTENTS OF SUBPOENA.—A subpoena  
22 issued under this subsection shall authorize and  
23 order the provider of the applicable online service to  
24 expeditiously disclose to the party that sought the  
25 subpoena information sufficient to identify the al-

1       leged violator by virtue of the activity described in  
2       the notification to the extent that information is  
3       available to the provider of the online service.

4           (4) BASIS FOR GRANTING SUBPOENA.—If a  
5       proposed subpoena under this subsection is in proper  
6       form, the applicable notification filed satisfies the re-  
7       quirements under subsection (d)(3), and the accom-  
8       panying declaration is properly executed, the clerk  
9       shall expeditiously issue and sign the proposed sub-  
10      poena and return the subpoena to the requester for  
11      delivery to the provider of the applicable online serv-  
12      ice.

13      (g) PREEMPTION.—

14           (1) IN GENERAL.—The rights established under  
15      this Act shall preempt any cause of action under  
16      State law for the protection of an individual’s voice  
17      and visual likeness rights in connection with a dig-  
18      ital replica, as defined in this Act, in an expressive  
19      work.

20           (2) RULE OF CONSTRUCTION.—Notwith-  
21      standing paragraph (1), nothing in this Act may be  
22      construed to preempt—

23           (A) causes of action under State statutes  
24           or common law in existence, as of January 2,  
25           2025, regarding a digital replica;

1 (B) causes of action under State statutes  
2 specifically regulating a digital replica depicting  
3 sexually explicit conduct, as defined in section  
4 2256(2)(A) of title 18, United States Code, or  
5 an election-related digital replica; or

6 (C) causes of action under State statutes  
7 or common law in existence, as of January 2,  
8 2025, for the distributing, importing, transmit-  
9 ting, or otherwise making available to the public  
10 a product or service capable of producing 1 or  
11 more digital replicas.

12 (h) RULES OF CONSTRUCTION.—

13 (1) LAWS PERTAINING TO INTELLECTUAL  
14 PROPERTY.—This section shall be considered to be a  
15 law pertaining to intellectual property for the pur-  
16 poses of section 230(e)(2) of the Communications  
17 Act of 1934 (47 U.S.C. 230(e)(2)).

18 (2) NO DUTY TO MONITOR.—Except as ex-  
19 pressly provided in subsection (d)(1)(B)(ii), nothing  
20 in this section may be construed to require the pro-  
21 vider of an online service to—

22 (A) monitor the online service for, or af-  
23 firmatively seek facts about, any digital replica;  
24 or

25 (B) gain access to material.

1       (i) SEVERABILITY.—If any provision of this section,  
2 or the application of a provision of this section, is held  
3 to be invalid, the validity of the remainder of this section,  
4 and the application of that provision to other individuals,  
5 entities, and circumstances, shall not be affected by that  
6 holding.

7       (j) RETROACTIVE EFFECT.—

8           (1) LIABILITIES.—Liability under this section  
9 shall apply only to—

10           (A) conduct occurring after the date of en-  
11 actment of this Act; and

12           (B) in the case of conduct covered by a li-  
13 cense or contract, a license or contract that is  
14 executed after the date of enactment of this  
15 Act.

16           (2) DIGITAL REPLICATION RIGHT.—The right  
17 granted under subsection (b)—

18           (A) shall apply to any individual, regard-  
19 less of whether the individual dies before, on, or  
20 after the date of enactment of this Act; and

21           (B) in the case of a right holder who has  
22 died before the date of enactment of this Act,  
23 shall vest in the executors, heirs, assignees, or  
24 devisees of the right holder.

1       (k) EFFECTIVE DATE.—This Act shall take effect on  
2 the date that is 180 days after the date of enactment of  
3 this Act.

○