

119TH CONGRESS
2D SESSION

S. 5007

To restore competition in online search and digital advertising markets, to prevent exclusionary conduct by covered platforms, and for other purposes.

IN THE SENATE OF THE UNITED STATES

JULY 15, 2026

Ms. KLOBUCHAR (for herself and Mr. SCHMITT) introduced the following bill;
which was read twice and referred to the Committee on the Judiciary

A BILL

To restore competition in online search and digital advertising markets, to prevent exclusionary conduct by covered platforms, 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 “Securing Enforcement
5 of Americans’ Right to Competition at Home Act of 2026”
6 or the “SEARCH Act of 2026”.

7 **SEC. 2. DEFINITIONS.**

8 For purposes of this Act:

9 (1) **ADS DATA.**—The term “ads data” means
10 any information related to a covered platform’s elec-

1 tion, ranking, and placement of search ads in re-
2 sponse to queries, including any user-side data used
3 in that process.

4 (2) AI SEARCH.—The term “AI search” is a
5 form of general search engine that uses generative
6 AI, in conjunction with a search index, to generate
7 responses to a user query or prompt or other content
8 that may provide links or citations to source mate-
9 rial.

10 (3) CHOICE SCREEN.—The term “choice
11 screen”, with respect to a choice of default general
12 search engine, means a user interface that allows a
13 user to select their option from a fair and clearly
14 presented list that is designed in a neutral manner,
15 without default pre-selection, preferential ranking,
16 graphic emphasis, or other form of presentation that
17 favors one option over another.

18 (4) COMMISSION.—The term “Commission”
19 means the Federal Trade Commission.

20 (5) COMPETITOR.—The term “competitor”
21 means a provider of, or potential entrant into the
22 market for providing, a general search engine, AI
23 search, or search ads in the United States.

24 (6) CONTROL.—The term “control”, with re-
25 spect to an entity, means—

1 (A) ownership of, or the power to vote,
2 more than 50 percent of the outstanding shares
3 of any class of voting security of the entity;

4 (B) control in any manner over the election
5 of a majority of the directors of the entity, or
6 of individuals exercising similar functions; or

7 (C) the power to exercise influence over the
8 management of the entity.

9 (7) COVERED PLATFORM.—The term “covered
10 platform” means any entity that—

11 (A) offers, or controls an entity that offers,
12 a general search engine, AI search, or search
13 ads in the United States;

14 (B) offers a general search engine or AI
15 search through any platform, service, device,
16 browser, or operating system not exclusively
17 owned, operated, or controlled by the entity;
18 and

19 (C) during any period in the preceding 12
20 months, has monthly active users in the United
21 States accessing the general search engine or
22 AI search, through the means described in
23 clause (i), equal to not less than 40 percent of
24 the population of the United States over the
25 age of 12, as determined by the most recent de-

1 cennial census of population conducted by the
2 Bureau of the Census.

3 (8) DATA.—

4 (A) IN GENERAL.—The term “data”—

5 (i) means any information, in any
6 form, that is collected, derived, generated,
7 or otherwise obtained by a covered plat-
8 form in connection with the offering or op-
9 eration of a general search engine, AI
10 search, or search ads;

11 (ii) includes ads data, user-side data,
12 ranking signals, information contained in
13 or derived from a search index, search re-
14 sults page composition and layout data,
15 and data relating to implementation of any
16 requirement under this Act, including the
17 implementation or performance of choice
18 screens required under section 8; and

19 (iii) does not include trade secrets or
20 proprietary source code that are not used
21 as inputs to or outputs of a general search
22 engine, AI search, or search ads.

23 (B) RULE OF CONSTRUCTION.—Nothing in
24 this definition shall be construed to require a
25 covered platform to disclose—

1 (i) information that identifies, or
2 could reasonably be used to identify, a spe-
3 cific individual, except to the extent such
4 information has been de-identified in ac-
5 cordance with the standards established
6 under section 5(e); or

7 (ii) information linking multiple que-
8 ries or sessions to a single user or device.

9 (9) DEVICE.—The term “device” means a
10 smartphone, tablet, laptop, desktop, or other device
11 that allows a user to access a general search engine
12 or AI search.

13 (10) GENERATIVE AI.—The term “generative
14 AI” means a type of artificial intelligence that cre-
15 ates new content including, but not limited to, text,
16 images, code, classifications, and other media using
17 machine learning models.

18 (11) GENERAL SEARCH ENGINE.—The term
19 “general search engine” means a software or service
20 that retrieves and ranks results from a search index
21 and provides links to websites and other information
22 in response to a user query or prompt, including
23 services that use generative AI.

24 (12) MONTHLY ACTIVE USERS.—The term
25 “monthly active users” means the number of unique

1 end users in the United States that submitted 1 or
2 more search queries or prompts to a general search
3 engine or AI search offered by the covered platform
4 during a calendar month.

5 (13) PUBLISHER.—The term “publisher”
6 means a person that owns or controls the legal right
7 to any information published or otherwise made
8 available on any software, application, interface, dig-
9 ital product, browser, service, or operating system.

10 (14) QUALIFIED COMPETITOR.—The term
11 “qualified competitor” means a competitor that of-
12 fers or intends to offer a general search engine, AI
13 search, or search ad solution that has a valuation
14 greater than $\frac{1}{3}$ of the size-of-transaction threshold
15 under section 7A(a)(2) of the Clayton Act (15
16 U.S.C. 18a) at the time of such offer or intent to
17 offer.

18 (15) RANKING SIGNALS.—The term “ranking
19 signals” means variables, weights, or other factors
20 that affect how items on a search engine results
21 page are selected, positioned, and ranked in response
22 to a user query or prompt and include signals de-
23 rived from user engagement, content quality,
24 authoritativeness, freshness, and relevance.

1 (16) SEARCH ACCESS POINT.—The term
2 “search access point” means any software, applica-
3 tion, interface, digital product, browser, service, or
4 operating system feature through which a user
5 can—

6 (A) submit a general search query or
7 prompt; or

8 (B) receive a response to a general search
9 query or prompt.

10 (17) SEARCH AD.—The term “search ad”
11 means an advertisement, including images and video,
12 that appear near non-advertising search results or
13 links on a search engine results page or that is dis-
14 played in connection with summaries of organic
15 search results created by AI search.

16 (18) SEARCH ENGINE RESULTS PAGE.—The
17 term “search engine results page” means results
18 provided by a general search engine, in response to
19 a user query, including links and other features and
20 content, including from a broad index of the search
21 index.

22 (19) SEARCH INDEX.—The term “search
23 index” means a database or other data structure
24 that stores and organizes information about online
25 content and resources collected by web crawling,

1 data feeds, licensing, or partnerships from which a
 2 covered platform selects information to rank, re-
 3 trieve, or condition results or responses to users in
 4 response to queries or prompts.

5 (20) USER-SIDE DATA.—The term “user-side
 6 data” means data obtainable from users in the
 7 United States, through a search engine’s interaction
 8 with the user’s device, including software running on
 9 that device, by automated means.

10 **SEC. 3. PROHIBITIONS ON EXCLUSIONARY CONDUCT.**

11 (a) NO PREFERENTIAL TREATMENT OR PAY-
 12 MENTS.—A covered platform may not provide payments,
 13 incentives, or anything else of value to any entity that dis-
 14 plays or provides access to the products or services of the
 15 covered platform, including distributors, device makers, or
 16 browser developers, for—

17 (1) preferential treatment of a general search
 18 engine, AI search, or search access point relative to
 19 competitors;

20 (2) making or maintaining any general search
 21 engine or AI search as a default within a new or ex-
 22 isting search access point;

23 (3) preventing or inhibiting the use of any gen-
 24 eral search engine or AI search competitor; or

1 (4) pre-installation, placement, or default status
2 of any general search engine, AI search, or search
3 access point.

4 (b) NO EXCLUSIVE AGREEMENTS.—A covered plat-
5 form may not enter into or enforce any existing agreement
6 with a publisher or distributor that—

7 (1) prevents a competitor from accessing data
8 from the publisher or distributor;

9 (2) provides “most favored nation” status to
10 the covered platform; or

11 (3) includes any provision that would require
12 the publisher or distributor to give the covered plat-
13 form more favorable terms than those made avail-
14 able to any competitor.

15 (c) NO CONDITIONAL ACCESS.—A covered platform
16 may not condition access to app stores, operating systems,
17 or other products or services on the distribution of its own
18 general search engine, search ads, or other advertising
19 products and services.

20 (d) NO REVENUE SHARING TIED TO EXCLU-
21 SIVITY.—A covered platform may not pay distributors
22 based on usage, revenue, or other factors that incentivize
23 or incorporate metrics relating to default status for its
24 own general search engine, search access point, or AI
25 search products or services.

1 (e) PRIOR APPROVAL OF ACQUISITIONS AND INVEST-
 2 MENTS IN RELEVANT MARKETS.—A covered platform
 3 shall—

4 (1) obtain prior written approval from the Com-
 5 mission for any acquisition, investment, or joint ven-
 6 ture involving a competitor in a general search en-
 7 gine, AI search, or search ads product when such ac-
 8 quisition, investment, or joint venture—

9 (A) is valued in excess of the size-of-trans-
 10 action threshold under section 7A(a)(2) of the
 11 Clayton Act (15 U.S.C. 18a(a)(2)); or

12 (B) regardless of value, would—

13 (i) confer on the covered platform
 14 control of, or the ability to exercise mate-
 15 rial influence over, a competitor; or

16 (ii) grant the covered platform exclu-
 17 sive or preferential access to a competitor's
 18 computational resources, training data,
 19 search index, or distribution, on terms not
 20 made available to other competitors; and

21 (2) provide not less than 60 days advance no-
 22 tice to the attorney general of any State or territory
 23 where the covered platform offers products or serv-
 24 ices before closing such acquisition, investment, or
 25 joint venture.

1 **SEC. 4. PROHIBITIONS ON SELF-PREFERENCING.**

2 (a) SELF-PREFERENCING IN SEARCH.—A covered
3 platform shall not use its control over a general search
4 engine, AI search, or search ads on a search access point
5 to advantage its own services, products, or content, includ-
6 ing through—

7 (1) preferential placement, ranking, or display;

8 (2) exclusive or preferential access to features,
9 functionality, or data;

10 (3) degradation of competitors or competing
11 services, products, or content; or

12 (4) user interface or user design experiences
13 that systematically bias the general search engine,
14 search ads, AI search, or generative AI products or
15 services of the covered platform over those of com-
16 petitors.

17 (b) SELF-PREFERENCING ON OTHER PLATFORMS.—

18 A covered platform shall not use its ownership or control
19 of browsers, operating systems, devices, or other products
20 or services to preference the general search engine, AI
21 search, or search ads products or services of the covered
22 platform.

23 **SEC. 5. DATA SHARING REQUIREMENTS.**

24 (a) SEARCH INDEX ACCESS.—Each covered platform
25 shall provide qualified competitors with non-discrimina-

1 tory access to the search index and associated ranking sig-
2 nals of the covered platform.

3 (b) USER-SIDE DATA ACCESS.—Each covered plat-
4 form shall provide qualified competitors with nondiscrim-
5 inatory access to user-side data, with privacy safeguards
6 in accordance with subsection (e).

7 (c) ADS DATA ACCESS.—Each covered platform shall
8 provide qualified competitors with non-discriminatory ac-
9 cess to all data used to select, rank, and place search ads.

10 (d) PROHIBITION ON CONDITIONING ACCESS.—A
11 covered platform shall not condition a publisher’s inclu-
12 sion, ranking, or participation in any core service, such
13 as search indexing, on the publisher’s consent to the use
14 of their content for separate services, including ad tar-
15 geting or the training of generative AI products.

16 (e) DATA SHARING MECHANISMS.—Each covered
17 platform shall provide data to qualified competitors as fol-
18 lows:

19 (1) Access to data shall be provided at marginal
20 cost via an application programming interface in a
21 machine-readable format and updated not less fre-
22 quently than once per week.

23 (2) Data shall be filtered to remove individuals’
24 personally identifying information, including—

1 (A) addresses, social security numbers,
2 credit card numbers, phone numbers, email ad-
3 dresses; and

4 (B) metadata attributes that are not gen-
5 eralized, including any location data at a ZIP
6 Code level.

7 (3) Qualified competitors shall agree to contrac-
8 tual protections and restrictions prohibiting re-iden-
9 tification and limiting unrestricted onward transfers
10 of data.

11 (f) EXCEPTION.—If the majority of the monthly ac-
12 tive users of a covered platform come from any platform,
13 service, device, browser, or operating system not exclu-
14 sively owned, operated, or controlled by the covered plat-
15 form, the data sharing obligations under subsections (a)
16 through (e) do not apply.

17 **SEC. 6. MANDATORY SYNDICATION.**

18 (a) SEARCH SYNDICATION.—A covered platform shall
19 license search results, ranking signals, and related fea-
20 tures to qualified competitors at marginal cost, under the
21 following terms:

22 (1) SYNDICATED CONTENT.—Covered platforms
23 shall include local, maps, video, images, and knowl-
24 edge panel search feature content on any user inter-
25 face under the control, operation, or ownership of a

1 qualified competitor, including on mobile and desk-
2 top computing environments.

3 (2) TECHNICAL OBLIGATIONS.—Covered plat-
4 forms shall—

5 (A) make syndicated content available via
6 an application program interface;

7 (B) provide responses with latency and re-
8 liability equivalent to what the covered plat-
9 form’s general search engine or related prod-
10 ucts receive; and

11 (C) only implement such measures as are
12 necessary to protect brand integrity, user secu-
13 rity, and system stability.

14 (3) PROTECTIONS FOR QUALIFIED COMPETI-
15 TORS.—The following protections shall apply:

16 (A) Covered platforms shall not impose re-
17 strictions on how a qualified competitor may
18 use, display, or integrate syndicated results into
19 its own products or services, including integra-
20 tion with any generative AI product.

21 (B) Covered platforms shall not retain or
22 use the syndicated queries or related metadata
23 for any commercial or competitive purpose.

1 (C) Qualified competitors may choose
2 which queries and components to request and
3 how to display them.

4 (D) Qualified competitors shall have dis-
5 cretion as to what information is shared with a
6 covered platform.

7 (E) Qualified competitors shall have access
8 to syndicated content for not less than 10 years
9 from the date a license is entered into with a
10 covered platform.

11 (4) RULES.—The Commission may promulgate
12 rules necessary to implement the requirements of
13 this subsection.

14 (b) ADS SYNDICATION.—A covered platform shall li-
15 cense search ad inventory to qualified competitors on a
16 nondiscriminatory basis for renewable 1-year periods,
17 under the following terms:

18 (1) TECHNICAL OBLIGATIONS.—The technical
19 obligations under subsection (a)(2) shall apply.

20 (2) PROTECTIONS FOR QUALIFIED COMPETI-
21 TORS.—The protections for qualified competitors
22 under subsection (a)(3) shall apply.

23 (3) RULES.—The Commission may promulgate
24 rules necessary to implement the requirements of
25 this subsection.

1 **SEC. 7. ADVERTISER TRANSPARENCY.**

2 (a) TRANSPARENCY.—To enhance transparency, the
3 following shall apply:

4 (1) Advertisers shall have access to query-level
5 reports on cost-per-click, keyword triggers, and
6 search engine results page position.

7 (2) Advertisers shall be able to export all ad
8 campaign data in real time.

9 (3) Covered platforms shall provide exact-match
10 keyword and negative keyword options.

11 (4) Covered platforms shall report all material
12 changes to their search ad auctions to the Commis-
13 sion on a monthly basis.

14 (b) RULES.—The Commission may promulgate rules
15 necessary to implement the requirements of this section.

16 **SEC. 8. USER CHOICE REQUIREMENTS.**

17 (a) EXPRESSING SEARCH PREFERENCE.—

18 (1) IN GENERAL.—On all browsers, devices, and
19 search access points owned, operated, or controlled
20 by a covered platform, users shall be presented with
21 a choice screen—

22 (A) at initial device setup, browser installa-
23 tion, or account creation; and

24 (B) at least once annually thereafter.

25 (2) RANKING AND SELECTION.—Qualified com-
26 petitors presented on a choice screen shall be ran-

1 domly ranked and selected for inclusion by objective,
 2 transparent, and non-pay-to-play criteria, such as—

3 (A) United States market share (based on
 4 publicly verifiable data or independent assess-
 5 ment); and

6 (B) consent to participate and provide
 7 technical compatibility.

8 (3) SELECTION REPORTING.—A covered plat-
 9 form shall make available data on the number of im-
 10 pressions and selections that occurred on each choice
 11 screen, segmented by device, operating system, and
 12 browser, via real-time application programming
 13 interfaces.

14 (b) DEFAULTS ON NEW DEVICES.—No covered plat-
 15 form may preinstall, or require third parties to install, its
 16 own general search engine as the default on new devices.

17 (c) EASY SWITCHING.—

18 (1) IN GENERAL.—For any search access point
 19 under a covered platform’s ownership, operation, or
 20 control, the covered platform shall provide—

21 (A) a permanent and easily accessible set-
 22 ting for users to switch defaults; and

23 (B) support for the ability to switch de-
 24 faults via a prompt from a competing app or
 25 website operated by a qualified competitor.

1 (2) EASILY ACCESSIBLE.—For purposes of
 2 paragraph (1), a setting shall not be considered
 3 “easily accessible” if the process to change a default
 4 setting is materially more difficult than the process
 5 to set up, access, or use the covered platform’s own
 6 corresponding product or service.

7 (d) PUBLIC EDUCATION FUND.—The Commission, in
 8 consultation with State attorneys general, may require
 9 contributions by covered platforms to fund user education
 10 relating to general search engine and AI search choice in
 11 an amount equivalent to not more than 0.05 percent of
 12 the United States annual revenue of the covered plat-
 13 forms.

14 (e) COMMISSION GUIDANCE.—Not later than 180
 15 days after the date of enactment of this Act, the Commis-
 16 sion shall issue non-binding guidance on best practices for
 17 designing and reporting user choice requirements.

18 **SEC. 9. ENFORCEMENT.**

19 (a) CIVIL ACTION.—

20 (1) IN GENERAL.—The Commission, the Attor-
 21 ney General, or any attorney general of a State may
 22 enforce this Act only through a civil action brought
 23 before a district court of the United States.

24 (2) COMMISSION INDEPENDENT LITIGATION AU-
 25 THORITY.—If the Commission has reason to believe

1 that a person violated this Act, the Commission may
2 commence a civil action, in its own name by any of
3 its attorneys designated by it for such purpose, to
4 recover a civil penalty under paragraph (f), in a dis-
5 trict court of the United States. Except as otherwise
6 provided in section 16(a)(3) of the Federal Trade
7 Commission Act (15 U.S.C. 56(a)(3)), the Commis-
8 sion shall have exclusive authority to commence or
9 defend, and supervise the litigation of, any civil ac-
10 tion under this paragraph and any appeal of such
11 action in its own name by any of its attorneys des-
12 ignated by it for such purpose, unless the Commis-
13 sion authorizes the Attorney General to do so. The
14 Commission shall inform the Attorney General of the
15 exercise of such authority, and such exercise shall
16 not preclude the Attorney General from intervening
17 on behalf of the United States in such action and
18 any appeal of such action as may be otherwise pro-
19 vided by law.

20 (b) CERTIFICATION OF COMPLIANCE.—Not later
21 than March 31 of each calendar year, each covered plat-
22 form shall submit to the Commission a certification of
23 compliance that includes—

24 (1) a sworn statement certified under penalty of
25 perjury by a compliance officer of the entity that—

1 (A) the covered platform is in compliance
2 with the requirements of this Act; or

3 (B) identifies with specificity any provision
4 with which the covered platform is not in full
5 compliance and describes the steps being taken
6 to achieve compliance; and

7 (2) monthly active user data for each month of
8 the preceding calendar year, calculated as described
9 in section 2(6)(B), disaggregated by general search
10 engine and AI search.

11 (c) OPTIONAL CERTIFICATION OF NON-COVERAGE.—

12 Any entity that offers a general search engine, AI search,
13 or search ads in the United States may submit to the
14 Commission, not later than March 31 of each calendar
15 year, a certification of non-coverage with this Act that in-
16 cludes—

17 (1) monthly active user data for each month of
18 the preceding calendar year, calculated as described
19 in section 2(6)(B), or if the entity is unable to meas-
20 ure monthly active users directly, other research or
21 survey data that demonstrates the entity did not
22 meet the threshold set forth in that section at any
23 time during the preceding 12-month period; and

24 (2) a sworn statement that the entity is not a
25 covered platform, certified under penalty of perjury

1 by a senior officer of the entity, attesting to the ac-
2 curacy and completeness of the data submitted.

3 (d) CONFIDENTIALITY.—Certifications and sup-
4 porting data submitted under this section shall be treated
5 as confidential commercial information.

6 (e) COMPLIANCE OFFICERS.—Each covered platform
7 shall appoint an internal compliance officer who shall cer-
8 tify annual compliance with this Act.

9 (f) PENALTIES.—Any covered platform found to vio-
10 late this Act shall be subject to a civil penalty of not more
11 than 15 percent of United States annual revenue of the
12 covered platform.

13 (g) INTERNAL ANTITRUST, ANTI-SPOILIATION, AND
14 COMPLIANCE EDUCATION.—

15 (1) TRAINING REQUIRED.—A covered platform
16 shall annually provide not less than 10 hours of in-
17 person training on antitrust laws, legal obligations
18 to preserve evidence in anticipation of litigation, and
19 compliance with this Act, in consultation with the
20 Commission, to—

21 (A) all chief-level executives;

22 (B) any employee who is serving or has
23 served as the covered platform’s general counsel
24 or president of global affairs;

1 (C) all employees in the covered platform's
2 legal department; and

3 (D) all employees subject to a litigation
4 hold in any proceeding to enforce or challenge
5 this Act.

6 (2) PENALTY FOR FAILURE TO COMPLETE.—

7 Any employee required to complete the training de-
8 scribed in paragraph (1) who fails to complete such
9 training shall be personally subject to a civil penalty
10 of not more than 10 percent of their total annual
11 compensation, including salary and stock awards or
12 options.

13 **SEC. 10. REMEDIES.**

14 (a) IN GENERAL.—When determining a remedy for,
15 or in a final judgment addressing any violation of, section
16 2 of the Sherman Act, in addition to any other civil or
17 criminal penalties provided under any applicable section
18 of law, such remedy or final judgment shall—

19 (1) unfetter the relevant market or markets
20 from the harm caused by the violation;

21 (2) terminate the illegal monopoly or monopo-
22 lies;

23 (3) deny to the defendant the fruits of its statu-
24 tory violations; and

1 (4) ensure there remain no practices in place
2 that are likely to result in a future violation by the
3 defendant of section 2 of the Sherman Act.

4 (b) CONSIDERATION OF EFFECTS.—In any civil ac-
5 tion brought under section 9(a) of this Act, the court shall
6 not consider, deem relevant, or be constrained by any ef-
7 fects on markets, products, or services outside of the rel-
8 evant market or markets that were the subject of the un-
9 derlying violation.

10 **SEC. 11. STANDING.**

11 Notwithstanding any other provision of law, if the
12 Commission, Department of Justice, or any of their offi-
13 cials fail to defend this Act in any challenge to its validity,
14 constitutionality, or enforceability, the attorney general of
15 any State may intervene in any court action challenging
16 this Act for the purpose of such defense. The reasonable
17 fees and costs of defending the action shall be charged
18 jointly to the Commission and Department of Justice, and
19 shall be satisfied promptly.

20 **SEC. 12. ENFORCEMENT AND JUDICIAL REVIEW.**

21 All rules and guidance promulgated pursuant to this
22 Act shall be promulgated in accordance with the require-
23 ments of, and be subject to judicial review in accordance
24 with, chapter 5 of title 5, United States Code.

1 **SEC. 13. RULE OF CONSTRUCTION.**

2 Nothing in this Act may be construed to limit—

3 (1) any authority of the Department of Justice
4 or the Commission under the antitrust laws (as de-
5 fined in the first section of the Clayton Act (15
6 U.S.C. 12)), the Federal Trade Commission Act (15
7 U.S.C. 41 et seq.), or any other provision of law;

8 (2) the application of any other provision of
9 law; or

10 (3) any equitable remedies available under any
11 other provision of law.

12 **SEC. 14. SEVERABILITY.**

13 If any provision of this Act, or the application of such
14 a provision to any person or circumstance, is held to be
15 unconstitutional or otherwise invalid or unenforceable, the
16 remaining provisions of this Act, and the application of
17 such provisions to any person or circumstance shall not
18 be affected thereby.

19 **SEC. 15. EFFECTIVE DATE; SUNSET; TERMINATION OF OBLI-**
20 **GATIONS.**

21 (a) **EFFECTIVE DATE.**—

22 (1) **PROHIBITIONS.**—Sections 3 and 4 shall
23 take effect on the date that is 90 days after the date
24 of enactment of this Act.

25 (2) **DATA SHARING AND TRANSPARENCY.**—Sec-
26 tions 5 through 8 shall take effect—

1 (A) with respect to an entity that is a cov-
2 ered platform as of the date of enactment of
3 this Act, on the date that is 1 year after such
4 date of enactment; and

5 (B) with respect to an entity that is not a
6 covered platform as of the date of enactment of
7 this Act, on the date that is 1 year after the
8 date the entity becomes a covered platform.

9 (b) SUNSET.—This Act shall cease to be effective on
10 the date that is 10 years after the date of enactment of
11 this Act, unless Congress extends such period.

○