

116TH CONGRESS
2D SESSION

H. R. 8596

To amend the Communications Act of 1934 to provide accountability for bad actors who abuse the Good Samaritan protections provided under that Act, and for other purposes.

IN THE HOUSE OF REPRESENTATIVES

OCTOBER 16, 2020

Mr. BUDD (for himself, Mr. CRAWFORD, Mr. FLORES, Mr. BIGGS, Mr. GOODEN, Mr. BISHOP of North Carolina, and Mr. WALTZ) introduced the following bill; which was referred to the Committee on Energy and Commerce

A BILL

To amend the Communications Act of 1934 to provide accountability for bad actors who abuse the Good Samaritan protections provided under that Act, 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 “Limiting Section 230
5 Immunity to Good Samaritans Act”.

1 **SEC. 2. SCOPE OF PROTECTION.**

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

4 (1) in subsection (c)—

5 (A) in paragraph (1)—

6 (i) by striking “No provider” and in-
7 serting the following:

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

10 (ii) by adding at the end the fol-
11 lowing:

12 “(B) CONDITION.—With respect to an
13 edge provider, subparagraph (A) shall only
14 apply if the provider adopts and maintains writ-
15 ten terms of service that—

16 “(i) take precedence over other such
17 terms in case of any conflict between the
18 sets of terms;

19 “(ii) describe any policies of the edge
20 provider relating to restricting access to or
21 availability of material; and

22 “(iii) promise that the edge provider
23 shall—

24 “(I) design and operate the pro-
25 vided service in good faith; and

1 “(II) if the provider is found, in
2 a civil action brought in Federal or
3 State court, or by an arbitrator, to
4 breach the promise made under sub-
5 clause (I) with respect to a claimant
6 user, pay that user—

7 “(aa) the greater of—

8 “(AA) damages of not
9 less than \$5,000; or

10 “(BB) actual damages;

11 and

12 “(bb) with respect to litiga-
13 tion or arbitration by the user to
14 enforce the promise—

15 “(AA) a reasonable at-
16 torney’s fee; and

17 “(BB) costs and other
18 expenses described in sec-
19 tions 1821 and 1920 of title
20 28, United States Code (or,
21 in the case of an action
22 brought in State court or
23 through arbitration, any
24 similar costs and other ex-
25 penses).”; and

1 (B) by adding at the end the following:

2 “(3) GOOD FAITH.—For the purposes of this
3 subsection, a provider of an interactive computer
4 service—

5 “(A) acts in good faith if the provider acts
6 with an honest belief and purpose, observes fair
7 dealing standards, and acts without fraudulent
8 intent; and

9 “(B) does not act in good faith if the pro-
10 vider takes an action that includes—

11 “(i) the intentionally selective enforce-
12 ment of the terms of service of the inter-
13 active computer service, including the in-
14 tentiously selective enforcement of policies
15 of the provider relating to restricting ac-
16 cess to or availability of material;

17 “(ii) enforcing the terms of service of
18 the interactive computer service, including
19 enforcing policies of the provider to restrict
20 access to or availability of material,
21 against a user by employing an algorithm
22 that selectively enforces those terms, if the
23 provider knows, or acts in reckless dis-
24 regard of the fact, that the algorithm se-
25 lectively enforces those terms;

1 “(iii) the intentional failure to honor a
2 public or private promise made by, or on
3 behalf of, the provider; or

4 “(iv) any other intentional action
5 taken by the provider without an honest
6 belief and purpose, without observing fair
7 dealing standards, or with fraudulent in-
8 tent.”;

9 (2) in subsection (e), by adding at the end the
10 following:

11 “(6) NO EFFECT ON LEGAL PROMISES.—Noth-
12 ing in this section shall be construed to impair or
13 limit any claim for breach of contract, promissory
14 estoppel, or breach of a duty of good faith.”; and

15 (3) in subsection (f), by adding at the end the
16 following:

17 “(5) EDGE PROVIDER.—The term ‘edge pro-
18 vider’—

19 “(A) means an entity that—

20 “(i) provides an interactive computer
21 service—

22 “(I) through a website, online ap-
23 plication, or mobile application (in-
24 cluding a single interactive computer

1 service that is provided through more
2 than 1 such website or application);

3 “(II) through which information
4 provided by another information con-
5 tent provider is distributed; and

6 “(III) that, in any month during
7 the most recently completed 12-month
8 period—

9 “(aa) more than 30,000,000
10 users in the United States
11 accessed, without regard to the
12 means by which the users
13 accessed the service; or

14 “(bb) more than
15 300,000,000 users worldwide
16 accessed, without regard to the
17 means by which the users
18 accessed the service; and

19 “(ii) during the most recently com-
20 pleted taxable year, had more than
21 \$1,500,000,000 in global revenue; and

22 “(B) does not include an organization de-
23 scribed in section 501(c) of the Internal Rev-

- 1 enue Code of 1986 that is exempt from taxation
- 2 under section 501(a) of such Code.”.

