Why Congress Still Needs to Pass the Senate's Kids Online Safety Act

What the Meta/State AGs Settlement Doesn't Cover

	Meta settlement	KOSA (S. 1748, as reported)
Companies covered	Meta only	All covered platforms
Products covered	Instagram, Facebook	Online platforms, online video games, messaging apps, video streaming
DMs, VR, gaming, AI	Expressly excluded	No carve-out
Addictive design features	Enumerated features only; no coverage of pull-to-refresh, continuous scroll, or similar engagement mechanics	Duty of care reaches any design feature; safeguards must limit features that drive compulsive use
Duration	10 years; most terms begin 6 months after entry	No sunset; effective 18 months after enactment
Legal standard	No admission of liability; no standard of care	Statutory duty of care
Enforcement	Independent auditor with state AGs enforcing through legal action	FTC and every state attorney general
Non-participating states	Excluded from terms and payments	Fully covered
State Kids Code laws	Meta reserved the right to challenge them	Preempts only conflicting provisions; preserves stronger state law

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Key differences between the settlement and KOSA:

The settlement's coverage is limited. It excludes direct messaging features (Def. II, p. 17) and products whose primary function is messaging, virtual reality, video gaming, or "artificial intelligence features, chatbots, or interactions with artificial intelligence" (Def. MM, p. 18). WhatsApp, Messenger DMs, Horizon

Worlds, and Meta AI fall outside it. KOSA has no AI, VR, gaming, or messaging carve-out, and its duty of care reaches any design feature of a covered platform (§102(a)).

The settlement leaves some of the most addictive design features untouched. Its design obligations are limited to a specific enumerated list. Many of the engagement mechanics that drive compulsive use, including pull-to-refresh, continuous scroll, and variable reward loops, are not included. By contrast, KOSA's duty of care applies to any covered platform's design features and names compulsive usage patterns among the harms platforms must exercise reasonable care to prevent (§102(a)). Its safeguards provisions go further, requiring platforms to limit design features that result in compulsive usage by minors, including infinite scrolling and autoplay (§103(a)).

The settlement binds just one company. The New Mexico court's order established what kind of fix the design features above require: one that applies across the industry. A settlement with one company cannot supply one. Its obligations are limited to the Settling States, do not establish a standard of care, and are not precedent in any non-participating state (§X.C, p. 52). Non-participating states are ineligible for payments (§X.K, p. 53). Snap, TikTok, and YouTube have no obligations under it; the $5.02B in contingency payments trigger only if those companies become bound to substantively equivalent terms, and Meta keeps the money if they do not (Defs. U & DD, pp. 14, 16–17; §VI.D.3, p. 49). KOSA applies to every platform used or reasonably likely to be used by a minor (§101(3)).

The settlement expires. All obligations end 10 years from the Effective Date (§X.B, p. 52). The stricter Phase II limits — a 10 p.m.–7 a.m. lockout and 60-minute daily cap — activate only through an industry-wide adoption mechanism that may never trigger (§II.B.1.b, p. 29).

The settlement sets no duty of care. It includes no admission of wrongdoing (§X.C, p. 52), keys teen content-safety obligations to Meta's existing Community Standards (§II.E.1, pp. 35–36), and leaves Meta discretion over key design decisions (§II.B.5.d, p. 34). KOSA §102(a) requires reasonable care in the design of platform features to prevent enumerated harms to minors, including sexual exploitation, compulsive use patterns, severe harassment, and marketing of drugs, alcohol, and gambling.

The settlement allows Meta to keep fighting states' kids' online safety laws. Nothing in the settlement precludes Meta from challenging any federal, state, or local law, present or future (§X.E, p. 52). KOSA §301 preempts state law only where it conflicts and preserves any state law providing greater protection to minors.

KOSA adds obligations the settlement cannot reach industry-wide: safety-by-default settings for known minors with a dark-patterns prohibition (§103(a)(3), §103(e)(2)); annual public transparency reports based on independent third-party audits for platforms above 10 million U.S. monthly users (§105); a dedicated reporting channel with a 10-day response deadline for the largest platforms (§103(c)); and FTC plus state AG enforcement, including territories and federally recognized Tribes (§109).

Important KOSA provisions: KOSA bars enforcement based on users' viewpoints or protected speech (§102(b)(2)); requires no age verification or age gating (§112(c)); and preserves stronger state protections (§301).

Sources: Meta settlement, Dkt. 3447-1 (filed 8/26/26), ECF pagination; Kids Online Safety Act, S. 1748, as reported in the Blackburn substitute (MUR26421 YC1).