119TH CONGRESS
2D SESSION

S. _____

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

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

A BILL

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

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. SHORT TITLE.

This Act may be cited as the ''Securing Enforcement of Americans' Right to Competition at Home Act of 2026'' or the ''SEARCH Act of 2026''.

SEC. 2. DEFINITIONS.

For purposes of this Act:

(1) ADS DATA.—The term ''ads data'' means any information related to a covered platform's election, ranking, and placement of search ads in response to queries, including any user-side data used in that process.

(2) AI SEARCH.—The term ''*AI* search'' is a form of general search engine that uses generative AI, in conjunction with a search index, to generate responses to a user query or prompt or other content that may provide links or citations to source material.

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

(4) COMMISSION.—The term ''Commission'' means the Federal Trade Commission.

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

(6) CONTROL.—The term ''control'', with respect to an entity, means—

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

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

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

(7) COVERED PLATFORM.—The term ''covered platform'' means any entity that—

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

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

(C) during any period in the preceding 12 months, has monthly active users in the United States accessing the general search engine or AI search, through the means described in clause (i), equal to not less than 40 percent of

the population of the United States over the age of 12, as determined by the most recent decennial census of population conducted by the Bureau of the Census.

(8) DATA.—

(A) IN GENERAL.—The term ''data''—

(i) means any information, in any form, that is collected, derived, generated, or otherwise obtained by a covered platform in connection with the offering or operation of a general search engine, AI search, or search ads;

(ii) includes ads data, user-side data, ranking signals, information contained in or derived from a search index, search results page composition and layout data, and data relating to implementation of any requirement under this Act, including the implementation or performance of choice screens required under section 8; and

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

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

(i) information that identifies, or could reasonably be used to identify, a specific individual, except to the extent such information has been de-identified in accordance with the standards established under section 5(e); or

(ii) information linking multiple queries or sessions to a single user or device.

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

(10) GENERATIVE AI.—The term ''generative *AI*'' means a type of artificial intelligence that creates new content including, but not limited to, text, images, code, classifications, and other media using machine learning models.

(11) GENERAL SEARCH ENGINE.—The term ''general search engine'' means a software or service that retrieves and ranks results from a search index and provides links to websites and other information

in response to a user query or prompt, including services that use generative AI.

(12) MONTHLY ACTIVE USERS.—The term ''monthly active users'' means the number of unique end users in the United States that submitted 1 or more search queries or prompts to a general search engine or AI search offered by the covered platform during a calendar month.

(13) PUBLISHER.—The term ''publisher'' means a person that owns or controls the legal right to any information published or otherwise made available on any software, application, interface, digital product, browser, service, or operating system.

(14) QUALIFIED COMPETITOR.—The term ''qualified competitor'' means a competitor that offers or intends to offer a general search engine, AI search, or search ad solution that has a valuation greater than ⅓ of the size-of-transaction threshold under section 7A(a)(2) of the Clayton Act (15 U.S.C. 18a) at the time of such offer or intent to offer.

(15) RANKING SIGNALS.—The term ''ranking signals'' means variables, weights, or other factors that affect how items on a search engine results page are selected, positioned, and ranked in response

to a user query or prompt and include signals derived from user engagement, content quality, authoritativeness, freshness, and relevance.

(16) SEARCH ACCESS POINT.—The term ''search access point'' means any software, application, interface, digital product, browser, service, or operating system feature through which a user can—

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

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

(17) SEARCH AD.—The term ''search ad'' means an advertisement, including images and video, that appear near non-advertising search results or links on a search engine results page or that is displayed in connection with summaries of organic search results created by AI search.

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

(19) SEARCH INDEX.—The term ''search index'' means a database or other data structure that stores and organizes information about online content and resources collected by web crawling, data feeds, licensing, or partnerships from which a covered platform selects information to rank, retrieve, or condition results or responses to users in response to queries or prompts.

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

SEC. 3. PROHIBITIONS ON EXCLUSIONARY CONDUCT.

(a) NO PREFERENTIAL TREATMENT OR PAYMENTS.—A covered platform may not provide payments, incentives, or anything else of value to any entity that displays or provides access to the products or services of the covered platform, including distributors, device makers, or browser developers, for—

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

(2) making or maintaining any general search engine or AI search as a default within a new or existing search access point;

(3) preventing or inhibiting the use of any general search engine or AI search competitor; or

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

(b) NO EXCLUSIVE AGREEMENTS.—A covered platform may not enter into or enforce any existing agreement with a publisher or distributor that—

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

(2) provides ''most favored nation'' status to the covered platform; or

(3) includes any provision that would require the publisher or distributor to give the covered platform more favorable terms than those made available to any competitor.

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

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

(e) PRIOR APPROVAL OF ACQUISITIONS AND INVESTMENTS IN RELEVANT MARKETS.—A covered platform shall—

(1) obtain prior written approval from the Commission for any acquisition, investment, or joint venture involving a competitor in a general search engine, AI search, or search ads product when such acquisition, investment, or joint venture—

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

(B) regardless of value, would—

(i) confer on the covered platform control of, or the ability to exercise material influence over, a competitor; or

(ii) grant the covered platform exclusive or preferential access to a competitor's computational resources, training data,

search index, or distribution, on terms not made available to other competitors ; and

(2) provide not less than 60 days advance notice to the attorney general of any State or territory where the covered platform offers products or services before closing such acquisition, investment, or joint venture.

SEC. 4. PROHIBITIONS ON SELF-PREFERENCING.

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

(1) preferential placement, ranking, or display;

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

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

(4) user interface or user design experiences that systematically bias the general search engine, search ads, AI search, or generative AI products or services of the covered platform over those of competitors.

(b) SELF-PREFERENCING ON OTHER PLATFORMS.—A covered platform shall not use its ownership or control

of browsers, operating systems, devices, or other products or services to preference the general search engine, AI search, or search ads products or services of the covered platform.

SEC. 5. DATA SHARING REQUIREMENTS.

(a) SEARCH INDEX ACCESS.—Each covered platform shall provide qualified competitors with non-discriminatory access to the search index and associated ranking signals of the covered platform.

(b) USER-SIDE DATA ACCESS.—Each covered platform shall provide qualified competitors with nondiscriminatory access to user-side data, with privacy safeguards in accordance with subsection (e).

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

(d) PROHIBITION ON CONDITIONING ACCESS.—A covered platform shall not condition a publisher's inclusion, ranking, or participation in any core service, such as search indexing, on the publisher's consent to the use of their content for separate services, including ad targeting or the training of generative AI products.

(e) DATA SHARING MECHANISMS.—Each covered platform shall provide data to qualified competitors as follows:

(1) Access to data shall be provided at marginal cost via an application programming interface in a machine readable format and updated not less frequently than once per week.

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

(A) addresses, social security numbers, credit card numbers, phone numbers, e-mail addresses; and

(B) metadata attributes that are not generalized, including any location data at a zipcode level.

(3) Qualified competitors shall agree to contractual protections and restrictions prohibiting re-identification and limiting unrestricted onward transfers of data.

(f) EXCEPTION.—If the majority of the monthly active users of a covered platform come from any platform, service, device, browser, or operating system not exclusively owned, operated, or controlled by the covered platform, the data sharing obligations under subsections (a) through (e) do not apply.

SEC. 6. MANDATORY SYNDICATION.

(a) SEARCH SYNDICATION.—A covered platform shall license search results, ranking signals, and related fea-

tures to qualified competitors at marginal cost, under the following terms:

(1) SYNDICATED CONTENT.—Covered platforms shall include local, maps, video, images, and knowledge panel search feature content on any user interface under the control, operation, or ownership of a qualified competitor, including on mobile and desktop computing environments.

(2) TECHNICAL OBLIGATIONS.—Covered platforms shall—

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

(B) provide responses with latency and reliability equivalent to what the covered platform's general search engine or related products receive; and

(C) only implement such measures as are necessary to protect brand integrity, user security, and system stability.

(3) PROTECTIONS FOR QUALIFIED COMPETITORS.—The following protections shall apply:

(A) Covered platforms shall not impose restrictions on how a qualified competitor may use, display, or integrate syndicated results into

its own products or services, including integration with any generative AI product.

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

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

(D) Qualified competitors shall have discretion as to what information is shared with a covered platform.

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

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

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

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

(2) PROTECTIONS FOR QUALIFIED COMPETITORS.—The protections for qualified competitors under subsection (a)(3) shall apply.

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

SEC. 7. ADVERTISER TRANSPARENCY.

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

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

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

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

(4) Covered platforms shall report all material changes to their search ad auctions to the Commission on a monthly basis.

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

SEC. 8. USER CHOICE REQUIREMENTS.

(a) EXPRESSING SEARCH PREFERENCE.—

(1) IN GENERAL.—On all browsers, devices, and search access points owned, operated, or controlled

by a covered platform, users shall be presented with a choice screen—

(A) at initial device setup, browser installation, or account creation; and

(B) at least once annually thereafter.

(2) RANKING AND SELECTION.—Qualified competitors presented on a choice screen shall be randomly ranked and selected for inclusion by objective, transparent, and non-pay-to-play criteria, such as—

(A) United States market share (based on publicly verifiable data or independent assessment); and

(B) consent to participate and provide technical compatibility.

(3) SELECTION REPORTING.—A covered platform shall make available data on the number of impressions and selections that occurred on each choice screen, segmented by device, operating system, and browser, via real-time application programming interfaces.

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

(c) EASY SWITCHING.—

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

(A) a permanent and easily accessible setting for users to switch defaults; and

(B) support for the ability to switch defaults via a prompt from a competing app or website operated by a qualified competitor.

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

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

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

SEC. 9. ENFORCEMENT.

(a) CIVIL ACTION.—

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

(2) COMMISSION INDEPENDENT LITIGATION AUTHORITY.—If the Commission has reason to believe that a person violated this Act, the Commission may commence a civil action, in its own name by any of its attorneys designated by it for such purpose, to recover a civil penalty under paragraph (f), in a district court of the United States. Except as otherwise provided in section 16(a)(3) of the Federal Trade Commission Act (15 U.S.C. 56(a)(3)), the Commission shall have exclusive authority to commence or defend, and supervise the litigation of, any civil action under this paragraph and any appeal of such action in its own name by any of its attorneys designated by it for such purpose, unless the Commission authorizes the Attorney General to do so. The Commission shall inform the Attorney General of the exercise of such authority, and such exercise shall not preclude the Attorney General from intervening on behalf of the United States in such action and

any appeal of such action as may be otherwise provided by law.

(b) CERTIFICATION OF COMPLIANCE.—Not later than March 31 of each calendar year, each covered platform shall submit to the Commission a certification of compliance that includes—

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

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

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

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

(c) OPTIONAL CERTIFICATION OF NON-COVERAGE.—Any entity that offers a general search engine, AI search, or search ads in the United States may submit to the Commission, not later than March 31 of each calendar year, a certification of non-coverage with this Act that includes—

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

(2) a sworn statement that the entity is not a covered platform, certified under penalty of perjury by a senior officer of the entity, attesting to the accuracy and completeness of the data submitted.

(d) CONFIDENTIALITY.—Certifications and supporting data submitted under this section shall be treated as confidential commercial information.

(e) COMPLIANCE OFFICERS.—Each covered platform shall appoint an internal compliance officer who shall certify annual compliance with this Act.

(f) PENALTIES.—Any covered platform found to violate this Act shall be subject to a civil penalty of not more than 15 percent of United States annual revenue of the covered platform.

(g) INTERNAL ANTITRUST, ANTI-SPOLIATION, AND COMPLIANCE EDUCATION.—

(1) TRAINING REQUIRED.—A covered platform shall annually provide not less than 10 hours of in-

person training on antitrust laws, legal obligations to preserve evidence in anticipation of litigation, and compliance with this Act, in consultation with the Commission, to—

(A) all chief-level executives;

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

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

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

(2) PENALTY FOR FAILURE TO COMPLETE.—Any employee required to complete the training described in paragraph (1) who fails to complete such training shall be personally subject to a civil penalty of not more than 10 percent of their total annual compensation, including salary and stock awards or options.

SEC. 10. REMEDIES.

(a) IN GENERAL.—When determining a remedy for, or in a final judgment addressing any violation of, section 2 of the Sherman Act, in addition to any other civil or

criminal penalties provided under any applicable section of law, such remedy or final judgment shall—

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

(2) terminate the illegal monopoly or monopolies;

(3) deny to the defendant the fruits of its statutory violations; and

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

(b) CONSIDERATION OF EFFECTS.—In any civil action brought under section 9(a) of this Act, the court shall not consider, deem relevant, or be constrained by any effects on markets, products, or services outside of the relevant market or markets that were the subject of the underlying violation.

SEC. 11. STANDING.

Notwithstanding any other provision of law, if the Commission, Department of Justice, or any of their officials fail to defend this Act in any challenge to its validity, constitutionality, or enforceability, the attorney general of any State may intervene in any court action challenging this Act for the purpose of such defense. The reasonable fees and costs of defending the action shall be charged

jointly to the Commission and Department of Justice, and shall be satisfied promptly.

SEC. 12. ENFORCEMENT AND JUDICIAL REVIEW.

All rules and guidance promulgated pursuant to this Act shall be promulgated in accordance with the requirements of, and be subject to judicial review in accordance with, the chapter 5 of title 5, United States Code.

SEC. 13. RULE OF CONSTRUCTION.

Nothing in this Act may be construed to limit—

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

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

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

SEC. 14. SEVERABILITY.

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

SEC. 15. EFFECTIVE DATE; SUNSET; TERMINATION OF OBLIGATIONS.

(a) EFFECTIVE DATE.—

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

(2) DATA SHARING AND TRANSPARENCY.—Sections 5 through 8 shall take effect—

(A) with respect to an entity that is a covered platform as of the date of enactment of this Act, on the date that is 1 year after such date of enactment; and

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

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