

STATE OF COLORADO

BILL 1

PERSONAL DATA AND DIGITAL PROPERTY RIGHTS ACT

A Bill for an Act Concerning the Establishment of Resident Digital Data as Inalienable Intangible Personal Property, the Resident Data Registry, the Master Data Settlement and Restitution Agreement, and Physical Access Infrastructure for Digital Rights Enforcement

AMPLIFY Act — Bill 1 of 3 | Title 15, Article 15 | AMPLIFY Act

ENACTING CLAUSE & SINGLE SUBJECT

Be it Enacted by the People of the State of Colorado:

Single subject. This act concerns the establishment and enforcement of resident digital property rights, including the definition and protection of The Digital Soul as inalienable intangible personal property, the Master Deed registry system, Audit Marker enforcement architecture, the Master Data Settlement and Restitution Agreement mechanism, analog bridge infrastructure, spousal veto power, and a directive to the General Assembly to refer a constitutional amendment enshrining The Digital Soul.

SECTION 1. LEGISLATIVE DECLARATION

(1) The general assembly finds and declares that: (a) The Digital Soul — encompassing biometric data, behavioral data, derived biological data, civic telemetry, and all emergent automation-generated inferences derived therefrom — constitutes an inalienable intangible personal property right of every Colorado resident, co-equal in dignity and enforceability with tangible personal property; (b) The unauthorized extraction, scraping, ingestion, training upon, or commercial monetization of The Digital Soul constitutes a severance event and a taking of private property requiring just compensation; (c) A state Master Deed registry, resident-controlled Sovereignty Accounts, and a non-circumventable analog bridge infrastructure are necessary to give residents full, practical enjoyment of their digital property rights; (d) Historical violations of resident digital property rights by covered operators require an aggressive enforcement mechanism — the Master Data Settlement and Restitution Agreement 'Legacy Use Settlement Program' — leveraging existing attorney general powers augmented by new statutory damages; and (e) The rights established in this article are so fundamental to resident sovereignty that the General Assembly shall refer a constitutional amendment to the voters of Colorado to permanently enshrine The Digital Soul as inalienable intangible personal property under the Colorado Constitution.

MSSA DISQUALIFICATION. *Severe violations; loss of settlement protections; forfeiture.*

(1) Grounds. A signatory operator is subject to disqualification from participation in the Master Settlement and Settlement Agreement program (MSSA) upon a finding of a severe violation, including: (a) knowing or reckless circumvention of the registry, Audit Markers, or Trust safeguards; (b) material misrepresentation in reporting, auditing, or certification; (c) repeated unauthorized ingestion, training, or use after notice; (d) retaliation against a resident exercising rights under this article; or (e) any other egregious noncompliance defined by rule that presents substantial risk of harm.

(2) Procedure; due process. Disqualification may occur only after notice, an opportunity to be heard, and a written determination by the administrator, subject to administrative appeal and judicial review as provided by law. The administrator may impose interim measures necessary to prevent imminent harm pending a final determination.

(3) Effect of disqualification; litigation exposure restored. Upon final disqualification, any release, safe harbor, reduced-liability schedule, or other benefit of MSSA participation is void as to the disqualified operator for the period of noncompliance, and the state and residents may pursue any otherwise available administrative, civil, or criminal remedies, including claims that would have been released or limited by MSSA participation, to the extent permitted by law.

(4) Forfeiture; no refund. Amounts previously paid by the disqualified operator into MSSA-related funds, mitigation pools, or resident payment mechanisms are forfeited to the program and shall not be refunded or credited back to the operator. The administrator may apply forfeited amounts to resident payments and mitigation purposes consistent with this article.

(5) Reinstatement. The administrator may adopt rules allowing reinstatement only upon a sustained period of verified compliance, remediation of harms, and payment of any outstanding amounts and penalties. Reinstatement does not waive remedies for the period of noncompliance.

(6) Conditional settlement benefits. Any release, safe harbor, reduced-liability schedule, or other limitation on remedies provided through MSSA participation is expressly conditioned on ongoing compliance. The MSSA participation agreement shall state that material breach may result in termination of settlement benefits and, to the extent permitted by law and the terms of the agreement, revival of claims or remedies otherwise released or limited for the period of noncompliance.

(7) Cure period; exceptions. Except for fraud, knowing circumvention, or intentional tampering with Audit Markers, registry controls, or Trust safeguards, the administrator shall provide a reasonable opportunity to cure before final disqualification. The cure notice shall specify the violation, required remediation steps, and a cure deadline. Failure to cure constitutes an additional basis for disqualification.

(8) Nonrefundable contributions; liquidated damages characterization. Contributions, assessments, or payments made pursuant to MSSA participation are nonrefundable and are deemed earned upon receipt to fund resident payments, mitigation, auditing, and enforcement costs. Where forfeiture applies under subsection (4), the General Assembly finds that the amounts reflect a reasonable estimate of hard-to-measure public mitigation and enforcement costs and are intended as liquidated damages and cost recovery, not as a punitive fine.

(2) It is the intent of the general assembly that this Act: (a) Define and protect The Digital Soul as inalienable intangible personal property; (b) Establish the Master Deed registry as the official record of resident digital property rights; (c) Create Audit Markers as verifiable statutory-damage triggers for unauthorized use detection; (d) Authorize and direct the Master Data Settlement and Restitution Agreement process; (e) Establish the Data Tap financial routing system connecting to the Enterprise Mitigation Revenue under article 20 of title 24; (f) Build Analog Bridges including myColorado ID physical kiosks

with Spousal Veto Power; and (g) Direct the General Assembly to refer a constitutional amendment to the voters.

SECTION 2. In Colorado Revised Statutes, add article 15 to title 15 as follows:

ARTICLE 15 — PERSONAL DATA AND DIGITAL PROPERTY RIGHTS

15-15-101. Definitions.

As used in this article 15, unless the context otherwise requires:

(1) "The personal data and derived inferences" means the totality of a resident's digital identity and emergent automation-generated property, including: (a) biometric data — any data derived from a resident's physical or physiological characteristics, including fingerprints, retinal scans, facial geometry, voiceprints, gait patterns, DNA sequences, and physiological signals; (b) behavioral data — any data derived from a resident's habits, routines, preferences, patterns of movement, purchasing decisions, communication patterns, or other behavioral attributes; (c) derived biological data — any inference, prediction, score, profile, or classification derived from biometric or behavioral data, including health risk scores, emotional state assessments, neurological inferences, and fertility or vulnerability indicators; (d) civic telemetry — location data, transit data, voting and civic participation data, government service interaction records, and infrastructure usage data; and (e) all emergent automation-generated inferences derived from any of the foregoing. The personal data and derived inferences is the inalienable intangible personal property of the resident from whom it derives. No covered entity may assert ownership, perpetual license, or lien against The personal data and derived inferences.

(2) "Master Deed" means the official digital property rights record establishing a resident's ownership of their personal data and derived inferences, registered with the state, cryptographically anchored in the Colorado Trust of Unique and Identifying Information, and accessible by the resident through the myColorado platform or Analog Bridge.

(3) "Audit Marker Signature" means a uniquely-tagged, synthetically generated data artifact embedded within a resident's personal data and derived inferences profile — invisible in ordinary use — that serves as an irrefutable, cryptographically verifiable evidence marker of unauthorized ingestion, scraping, or training, triggering automatic statutory damages upon detection.

(4) "Sovereignty Account" means the resident-controlled account within the Colorado Automation Mitigation Trust established under article 20 of title 24 that receives Premium Royalty payments triggered by Tier 2 Data Tap events under section 15-15-110.

ROYALTY FLOOR. *Minimum per-person annual royalty; CPI-indexed.*

(1) Minimum annual royalty. Where this article requires or authorizes payment of a royalty, dividend, or compensation amount to a resident for authorized use of the resident's protected

data, inferences, or derived works, the payment schedule shall include a minimum annual royalty floor per eligible resident.

(2) Floor amount. The minimum annual royalty floor is two hundred fifty dollars (\$250) per eligible resident per covered operator, per calendar year, unless a higher floor is established by rule. The floor is adjusted annually for inflation under the inflation adjustment section of this article.

(3) Pro-rata and de minimis. The administrator may adopt rules to pro-rate the floor for partial-year eligibility and to prevent duplicative payment where multiple controlled affiliates are treated as a single operator, but shall not set a de minimis threshold that defeats the floor.

(5) "Master Data Settlement and Restitution Agreement" or "Legacy Use Settlement Agreement" means an enforceable agreement entered between the attorney general and a historical violator under section 15-15-130, resolving claims arising from unauthorized Digital Soul extraction, training, scraping, or monetization occurring prior to the effective date of this article.

(6) "Legacy Use Settlement Program" means the Legacy Use Settlement Agreement enforcement strategy authorized under section 15-15-130 by which the attorney general leverages the combined weight of statutory damages triggered by Audit Markers, enterprise assessments under article 20 of title 24, and existing AG enforcement powers to compel historical violators into comprehensive settlements.

(7) "Digital Deed" means the enforceable legal title instrument embedded within a resident's Master Deed that specifies the resident's consent grants, restrictions, royalty entitlements, and Generative Veto rights with respect to specific categories of the resident's personal data and derived inferences.

(8) "Generative Veto" means a resident's right to prohibit any covered entity from using the resident's personal data and derived inferences to generate, train, fine-tune, augment, or produce any synthetic output, model output, or downstream commercial product.

(9) "Mandatory Disconnection" means a resident's right to demand that a covered entity permanently delete, purge, and certifiably destroy all copies of the resident's personal data and derived inferences data, including training corpora, model weights, and embeddings, within the timeframes established by rule.

(10) "Analog " means a designated physical space in which a resident has activated the Black Screen Protocol, exercising their right to an analog environment free from automated sensing, capture, or automated-mediated interaction.

(11) "Compute Parity" means a resident's right to access the same quality, capability, and feature tier of covered automation services available to commercial customers of the covered entity, without algorithmic downgrade, throttling, or capability restriction based on the resident's personal data and derived inferences consent profile or exercise of rights under this article.

(12) "Analog Bridge" means the physical access infrastructure established under section 15-15-140, including myColorado ID kiosks at county centers, that enables residents without digital access to exercise all rights under this article, including Master Deed registration, transactions, consent updates, and loading of Sovereign Account benefits cards or linked bank accounts.

(13) "Spousal Veto Power" means the consent right established under section 15-15-141 by which a lawfully married spouse or registered domestic partner may co-sign or veto

consent grants, royalty disbursements, or Sovereign Account transactions on behalf of the household, subject to individual resident primacy and anti-coercion safeguards.

(14) "Restoration Credits" means non-cash mitigation credits issued by the CCPAME for the limited purpose of defraying measurable externalities arising from Emergent Automation, redeemable only through direct-to-provider payment rails or other fiduciary spend-control protocols. Restoration Credits are not cash and may not be withdrawn as cash.

(15) "Covered entity" means any person or business entity that deploys, operates, offers, sells, licenses, leases, or provides a covered emergent automation system in Colorado, or that commercially delivers such a system to or targets Colorado residents.

(16) "Intake Firewall" means the technical and contractual control system through which a covered entity verifies consent before ingesting, processing, or training on Digital Soul data.

(17) "DID Handshake" means a cryptographically verifiable, resident-issued consent signal anchored to the resident's Master Deed, constituting valid consent for a specific, scoped use of Digital Soul data.

THE DIGITAL SOUL AS INALIENABLE PROPERTY — MASTER DEED

15-15-102. *The Digital Soul — Inalienable Intangible Personal Property — No Waiver — No Conversion.*

(1) Inalienability. The Digital Soul is the inalienable intangible personal property of the resident from whom it derives. A resident's ownership of their Digital Soul: (a) cannot be waived, assigned, forfeited, or surrendered by any contract, terms-of-service agreement, or consent form, except through the limited, revocable, scoped consent mechanisms established in this article; (b) cannot be levied upon, liened, garnished, or taken in satisfaction of any debt or obligation of the resident except as authorized by court order under procedures established by rule; (c) survives the resident's death and passes to their designated heir or estate as intangible personal property.

(2) No perpetual license. Any contract term, terms-of-service clause, license grant, or data-processing agreement purporting to convey a perpetual, irrevocable, or royalty-free license to a resident's Digital Soul is void ab initio as against public policy.

(3) Consent revocability. Any consent granted by a resident for use of Digital Soul data is revocable at will, subject to reasonable technical wind-down periods established by rule, not to exceed ninety (90) days.

15-15-103. *Master Deed Registry — Registration — Digital Deed Instrument — Cryptographic Anchoring.*

(1) Establishment. The secretary of state, in coordination with the ODO established under title 10, article 10, shall establish and maintain the Master Deed Registry as the official state record of resident digital property rights.

(2) Registration. Any Colorado resident may register a Master Deed, at no cost, through: (a) the myColorado digital platform; or (b) an Analog Bridge kiosk at any county service center, subject to section 15-15-140.

(3) Digital Deed instrument. A Master Deed shall include one or more Digital Deed instruments specifying: (a) the categories of Digital Soul data the resident authorizes for use; (b) the specific purposes, time limits, and royalty rates applicable to each authorization; (c) any Generative Veto, Mandatory Disconnection demands, or Analog designations; and (d) the resident's Sovereignty Account routing information for Premium Royalty payments.

(4) Cryptographic anchoring. Each registered Master Deed shall be cryptographically anchored as a Sovereignty Hash in the Colorado Trust of Unique and Identifying Information established under title 10, article 10, creating an immutable, verifiable record of the resident's digital property rights.

(5) Interoperability. The secretary of state shall establish a standard API enabling covered entities to query Master Deed consent status for Digital Soul data categories, subject to privacy-preserving, zero-knowledge verification methods that do not expose the resident's full Master Deed to the querying entity.

HONEY-POT SIGNATURES — STATUTORY DAMAGES TRIGGER

15-15-104. Audit Markers — Unauthorized Ingestion Detection — Statutory Damages.

(1) Authority and purpose. The ODO shall develop and maintain a library of Audit Markers — uniquely-tagged synthetic data artifacts — that may be registered by residents within their Master Deed profiles for the purpose of detecting unauthorized ingestion, scraping, or training by covered entities.

(2) Activation and embedding. A resident may, through their Master Deed registration or Analog Bridge, activate one or more Audit Markers to be embedded within their Digital Soul profile. The resident shall not be required to disclose the specific nature or location of embedded Audit Markers to any covered entity.

(3) Detection and automatic trigger. When the ODO detects that a Audit Marker Signature has appeared in a covered entity's model outputs, training data, or inference pipeline — demonstrating unauthorized ingestion — the detection event shall: (a) constitute conclusive, irrefutable evidence of unauthorized use of the associated resident's Digital Soul without a valid DID Handshake; (b) automatically trigger statutory damages under subsection (4); and (c) constitute a predicate act for the Legacy Use Settlement Agreement Legacy Use Settlement Program under section 15-15-130.

(4) Statutory damages. Upon confirmed Audit Marker detection, the affected resident shall be entitled to statutory damages of not less than: (a) five thousand dollars (\$5,000) per detected unauthorized use; (b) ten thousand dollars (\$10,000) per detected Audit Marker where the unauthorized use involved generation of a synthetic likeness of the resident; (c) twenty-five thousand dollars (\$25,000) per detected Audit Marker where the unauthorized use involved the resident's

biometric or derived biological data. Statutory damages accrue per violation and are cumulative. They do not require proof of actual damages.

(5) **AG referral and class aggregation.** The ODO shall transmit Audit Marker detection events to the attorney general for enforcement. The attorney general may aggregate individual Audit Marker detection events across residents into a class enforcement action or as predicates for an Legacy Use Settlement Agreement proceeding under section 15-15-130.

(6) **Covered entity liability.** A covered entity that has ingested a Audit Marker Signature is strictly liable for the statutory damages in subsection (4). It is not a defense that the ingestion was automated, inadvertent, or conducted by a contractor or processing partner.

MASTER SETTLEMENT AND SOVEREIGNTY AGREEMENT — ROPE-A-DOPE

15-15-130. Master Settlement and Sovereignty Agreement — Legacy Use Settlement Agreement — Legacy Use Settlement Program Enforcement Strategy — Historical Violator Compulsion.

(1) **Purpose and authority.** The attorney general is authorized and directed to pursue Master Settlement and Sovereignty Agreements with covered entities that have engaged in historical violations — the unauthorized extraction, scraping, ingestion, training upon, or commercial monetization of Colorado resident Digital Soul data prior to or after the effective date of this article. The Legacy Use Settlement Agreement mechanism, known as the Legacy Use Settlement Program, leverages the combined weight of: (a) Audit Marker statutory damages under section 15-15-104; (b) enterprise assessments and Digital Severance Assessments under article 20 of title 24; (c) existing attorney general enforcement powers under the Colorado Consumer Protection Act and the Colorado Privacy Act; and (d) reputational and market-access consequences of non-settlement to compel comprehensive remediation agreements.

(2) **Legacy Use Settlement Agreement components.** An Legacy Use Settlement Agreement negotiated under this section shall include, at minimum: (a) a full accounting and disclosure of all Colorado resident Digital Soul data ingested, trained upon, or monetized; (b) retroactive royalty payments calculated using the Digital Severance Assessment rates in section 24-20-116, applied to all historical severance events; (c) a forward-going compliance plan, including Intake Firewall deployment, DID Handshake integration, and Master Deed API compliance; (d) a resident restitution fund, administered through the Colorado Automation Mitigation Trust under article 20 of title 24, for distribution to affected residents whose Audit Markers were detected or who can demonstrate unauthorized use of their Digital Soul; and (e) enhanced monitoring and reporting obligations for a period of not less than five (5) years.

(3) **Legacy Use Settlement Program sequencing.** The attorney general shall implement the Legacy Use Settlement Agreement Legacy Use Settlement Program in the following sequence: (a) **Phase 1: Audit Marker activation — the ODO activates and embeds Audit Markers across the resident population, beginning to**

accumulate irrefutable evidence of unauthorized use by covered entities; (b) Phase 2: Assessment notices — the CCPAME issues Digital Severance Assessment notices and enterprise fee obligations to historical violators, creating an escalating financial pressure; (c) Phase 3: Legacy Use Settlement Agreement demand — the attorney general transmits Legacy Use Settlement Agreement demand letters to identified historical violators, presenting the aggregated Audit Marker evidence and financial exposure; (d) Phase 4: Negotiation — the attorney general conducts settlement negotiations, with the understanding that failure to settle results in full statutory damages, treble damages for willful conduct, and public enforcement action; (e) Phase 5: Settlement or litigation — the attorney general executes an Legacy Use Settlement Agreement or initiates formal litigation.

(4) No statute of limitations waiver required. The Legacy Use Settlement Agreement mechanism operates prospectively from the effective date of this article. The attorney general's existing legal authority governs any claims regarding conduct prior to the effective date, and this section does not constitute a limitation or waiver of any such authority.

(5) Public Legacy Use Settlement Agreement registry. The attorney general shall maintain a public registry of executed Legacy Use Settlement Agreements, including the identity of the settling entity, the scope of the agreement, the total restitution fund established, and the compliance monitoring obligations, subject to redaction of protected trade secrets and individual resident information.

DATA TAP FINANCIAL ROUTING — TIER 1 AND TIER 2

15-15-110. *Data Tap Financial Routing — Tier 1 Base Dividend — Tier 2 Premium Royalty — Sovereign Account.*

(1) Purpose. The Data Tap is the financial routing mechanism that connects resident Digital Soul property rights to the Enterprise Mitigation revenue system under article 20 of title 24, ensuring that every commercial use of Digital Soul data generates a resident financial benefit.

(2) Tier 1 — Anonymous data — Base Dividend. When a covered entity uses Digital Soul data that has been verified as anonymized or de-identified, consistent with objective standards established by rule, the Colorado Trust of Unique and Identifying Information shall generate a Tier 1 Data Tap signal. The Tier 1 signal triggers a Base Dividend calculation, with proceeds flowing into the Colorado Automation Mitigation Trust under article 20 of title 24 for distribution as part of the Enterprise Mitigation Revenue, including child solvency funds, mental health interventions, housing stabilization, and analog bridge infrastructure.

(3) Tier 2 — Identifying data — Premium Royalty. When a covered entity uses Digital Soul data that contains personally identifying information, distinct persona links, or Digital Soul attributes that can identify or re-identify a resident, the Colorado Trust of Unique and Identifying Information shall generate a Tier 2 Data Tap signal. The Tier 2 signal triggers a Premium Royalty calculation. Premium Royalty proceeds shall be routed directly to the individual resident's Sovereignty Account via the Colorado Trust.

Premium Royalty payments are the resident's private property and may be disbursed as cash, loaded onto a linked benefits card or bank account, or applied to Restoration Credits at the resident's election.

(4) Rate schedule. The CCPAME shall establish, by rule, the Base Dividend and Premium Royalty rate schedule, calibrated to the Digital Severance Assessment rates in section 24-20-116. The rate schedule shall ensure that Tier 2 Premium Royalty rates are materially higher than Tier 1 Base Dividend rates, creating a persistent financial incentive for covered entities to obtain full DID Handshake consent rather than relying on de-identification.

(5) Resident access to Sovereignty Account. A resident may access their Sovereignty Account through the myColorado platform or any Analog Bridge kiosk, including for cash disbursement, card loading, bank account transfer, or allocation to child solvency or household mitigation funds.

ANALOG BRIDGES AND myColorado ID — SPOUSAL VETO POWER

15-15-140. Analog Bridges — Physical Kiosk Infrastructure — myColorado ID — Universal Access.

(1) Establishment. The state shall establish and maintain a statewide network of Analog Bridge access points, located at county service centers, public libraries, and other accessible public facilities, ensuring that every resident — regardless of digital access, technical literacy, or disability status — can exercise all rights under this article in person, through a human-staffed process or a myColorado ID kiosk.

(2) Required Analog Bridge functions. Every Analog Bridge access point shall enable a resident to: (a) register, update, or revoke a Master Deed and Digital Deed instruments; (b) submit Mandatory Disconnection demands; (c) activate or deactivate Audit Markers; (d) access their Sovereignty Account balance, transaction history, and disbursement options; (e) load Sovereignty Account funds onto a linked benefits card or linked bank account; (f) file complaints, submit grievances, and access ODO intake services; and (g) request Legacy Use Settlement Agreement-related restitution fund applications.

(3) myColorado ID integration. The myColorado ID platform shall serve as the digital-physical bridge interface, enabling residents to: (a) authenticate through a physical government-issued ID without requiring a smartphone or internet connection; (b) receive a printed receipt of all transactions and registrations for personal records; and (c) access a human navigator who can assist with complex transactions or special circumstances.

(4) Parity requirement. Analog Bridge services shall be substantively equivalent in scope, timeliness, and quality to digital platform services. No right under this article may be conditioned on digital access. The state shall ensure that processing times for Analog Bridge transactions do not materially exceed digital transaction processing times.

(5) Funding. The costs of establishing and maintaining Analog Bridge infrastructure shall be funded from the Analog Access Implementation Fund established under title 10, article 10, consistent with the fee allocation tables in section 10-10-160.

15-15-141. Spousal Veto Power — Household Co-Consent and Transaction Co-Authorization.

(1) Purpose. The general assembly finds that Digital Soul rights and Sovereignty Account assets are household assets with shared family implications. A resident who is lawfully married or in a registered domestic partnership may designate their spouse or partner to exercise limited co-consent and co-authorization rights over Digital Soul transactions, providing an additional layer of household protection without overriding individual resident primacy.

(2) Scope of Spousal Veto Power. A resident's designated spouse or domestic partner may, upon written designation by the resident: (a) co-sign or veto consent grants for Digital Soul data uses above a transaction threshold established by rule; (b) co-authorize Sovereignty Account disbursements above a household disbursement threshold established by rule; and (c) receive joint notification of Audit Marker detection events and Legacy Use Settlement Agreement restitution fund eligibility determinations affecting the household.

(3) Individual resident primacy. The Spousal Veto Power does not override individual resident control. A resident may at any time revoke the Spousal Veto designation unilaterally. A resident's individual consent grant or revocation remains valid notwithstanding the absence of spousal co-signature, except within the transaction thresholds established pursuant to subsection (2).

(4) Anti-coercion safeguards. The secretary of state and the ODO shall establish rules to prevent coercive use of the Spousal Veto Power, including: (a) automatic suspension of Spousal Veto authority upon the filing of a protection order, domestic violence allegation, or court order addressing coercion; (b) a resident's right to terminate the Spousal Veto designation through any Analog Bridge without spousal co-authorization; and (c) training for Analog Bridge navigators on recognizing coercion indicators.

(5) Analog Bridge registration. A Spousal Veto Power designation may be made, modified, or revoked through the myColorado platform or any Analog Bridge kiosk, without requiring digital access or attorney assistance.

DIGITAL SOUL RIGHTS — CORE CONSUMER PROTECTIONS

15-15-105. Intake Firewall — DID Handshake — Consent Architecture.

(1) No covered entity may ingest, process, train on, or commercially monetize any category of Colorado resident Digital Soul data without a valid, cryptographically verifiable DID Handshake anchored to the resident's Master Deed.

(2) Any data ingested without a valid DID Handshake is Contraband Data, subject to the enforcement provisions of title 10, article 10, and the statutory damages provisions of section 15-15-104.

(3) Consent scope. A DID Handshake is valid only for the specific data categories, purposes, time periods, and compensation terms specified in the resident's Digital Deed. Any use beyond the scoped consent is an unauthorized use triggering statutory damages.

15-15-106. *Generative Veto — Mandatory Disconnection — Right to Destruction.*

(1) **Generative Veto.** A resident may at any time invoke a Generative Veto through their Master Deed, prohibiting any covered entity from using the resident's Digital Soul to generate, train, fine-tune, augment, or produce any synthetic output, model output, or downstream commercial product.

(2) **Mandatory Disconnection.** A resident may demand Mandatory Disconnection, requiring a covered entity to permanently delete, purge, and certifiably destroy all copies of the resident's Digital Soul data, including training corpora, model weights, and embeddings, within ninety (90) days of the demand, or a shorter period established by rule.

(3) **Certification.** A covered entity that receives a Mandatory Disconnection demand shall provide a cryptographically verifiable certification of destruction, filed with the ODO, within the applicable destruction period.

15-15-107. *Death Purge Directive — Family Vault — Heritage Archive.*

(1) **Death Purge Directive.** A resident may include in their Master Deed a Death Purge Directive requiring all covered entities holding the resident's Digital Soul data to execute Mandatory Disconnection within ninety (90) days of confirmed notification of the resident's death.

(2) **Family Vault.** A resident may designate a Family Vault — a protected archive of specified Digital Soul data categories — to be preserved, transferred to a designated heir, or maintained in mitigation custodial custody by the Colorado Trust of Unique and Identifying Information following the resident's death.

(3) **Heritage Archive.** Where a resident does not execute a Death Purge Directive or Family Vault designation, covered entities holding the resident's Digital Soul data shall apply default privacy protections established by rule, preventing commercial use without authorization from the designated heir or estate.

15-15-108. *NCII Prohibition — Nonconsensual Intimate Imagery — Emergency Injunctive Relief.*

(1) **Prohibition.** No covered entity may generate, distribute, host, transmit, or commercially benefit from nonconsensual intimate imagery (NCII) involving a Colorado resident, including automated-generated or synthetic NCII.

(2) **Strict liability.** NCII violations are strict-liability offenses. The existence of NCII attributable to a resident in a covered entity's systems or outputs, without verifiable consent, constitutes the violation.

(3) **Emergency injunctive relief.** A resident who is a victim of NCII may seek emergency injunctive relief in any court of competent jurisdiction, including an ex parte temporary restraining order requiring immediate takedown, without bond, upon a credible showing of the violation.

(4) Damages. In addition to injunctive relief, a resident who prevails on an NCII claim shall be entitled to: (a) actual damages; (b) statutory damages of not less than twenty-five thousand dollars (\$25,000) per violation; and (c) attorney's fees and costs.

15-15-109. *Minor Protections — Guardianship Credentialing — Dual-Consent Protections.*

(1) No covered entity may ingest, process, or use the Digital Soul data of a minor without the verified, informed consent of the minor's parent or lawful guardian, in addition to the minor's affirmative assent where age-appropriate.

(2) Legacy tracking technologies default-off. All tracking, profiling, and data-retention features for minor residents shall default to off and may be activated only through dual consent — the guardian and the minor (age 13 and over) — with clear, plain-language notice.

(3) Guardian credentialing. A parent or guardian exercising consent rights over a minor's Digital Soul must credential through the Master Deed registry, establishing a guardianship link that is auditable by the ODO and terminates automatically upon the minor reaching majority.

CONSTITUTIONAL AMENDMENT DIRECTIVE

15-15-150. *Constitutional Amendment Directive — General Assembly Referral — Digital Soul as Inalienable Property Under the Colorado Constitution.*

(1) Findings. The general assembly finds that the rights established in this article — the ownership of The Digital Soul as inalienable intangible personal property — are so fundamental to resident sovereignty, economic participation, and protection from emergent automation harms that they require constitutional protection against future legislative erosion.

(2) Directive to the General Assembly. The general assembly is hereby directed, not later than the first general session following the effective date of this act, to: (a) draft a proposed constitutional amendment to the Colorado Constitution that enshrines The Digital Soul — including biometric data, behavioral data, derived biological data, and civic telemetry — as inalienable intangible personal property of every Colorado resident; (b) include in the proposed amendment the protections of the Master Deed, the Generative Veto, and the right to Mandatory Disconnection as fundamental resident rights that no future legislative act may abrogate without voter approval; and (c) refer the proposed constitutional amendment to the voters of Colorado at the next general election occurring at least ninety (90) days after the date of referral.

(3) Proposed amendment scope. The proposed constitutional amendment shall, at minimum: (a) define The Digital Soul as the biometric, behavioral, derived biological, and civic telemetry data of a resident, along with all emergent automation-generated inferences derived therefrom; (b) declare The Digital Soul to be the inalienable intangible personal property of the resident, co-equal in dignity and legal protection with tangible personal property; (c) prohibit any law, contract, terms-of-service agreement, or

government act that purports to permanently alienate, waive, or extinguish a resident's Digital Soul rights without just compensation and voter approval; and (d) guarantee the Symbiotic Sovereignty principle — that a resident's digital existence and physical existence are inseparable, and that the rights of one cannot be severed from the other without the resident's free, informed, and revocable consent.

(4) Savings; statutory rights preserved pending amendment. The rights established in this article are enforceable as statutory rights pending voter approval of any constitutional amendment and shall not be diminished or suspended pending the referendum.

(5) Ballot language. The general assembly shall cause the proposed constitutional amendment to be placed on the ballot with language approved by the title board that clearly and accurately describes to voters: (a) the meaning of The Digital Soul as personal property; (b) the nature of the Symbiotic Sovereignty principle; and (c) the specific rights and protections to be constitutionalized.

OPTION B — PHASED SCALE-UP — CAPABILITY PARITY

15-15-114. *Phased Compliance — Option B Scale-Up — Privacy Minimization — Payment Rail Privacy.*

(1) General. Covered entities shall come into compliance with this article according to the phased schedule and option pathways established by rule, provided that all entities shall be in full compliance not later than three (3) years after the effective date of this act.

(2) Option B — phased scale-up with privacy minimization. A covered entity that elects Option B compliance shall implement the Intake Firewall and DID Handshake architecture on a phased schedule established by rule, provided that: (a) the entity demonstrates a good-faith compliance roadmap within ninety (90) days of the effective date; (b) privacy minimization is implemented in each phase, reducing unauthorized ingestion progressively; and (c) full compliance is achieved within the deadline established in subsection (1).

(3) Payment rail privacy by design. Any payment processing or compensation infrastructure used to route Premium Royalty or Base Dividend payments to residents shall be designed with privacy-by-default, ensuring that payment transactions cannot be used to profile, track, or re-identify residents.

(4) Capability parity. No covered entity shall algorithmically downgrade, throttle, or deny Compute Parity to a resident based on the resident's exercise of Digital Soul rights, consent profile, or Generative Veto. Violation of this section constitutes a deceptive trade practice under the Colorado Consumer Protection Act.

INFLATION ADJUSTMENT. *Inflation adjustment for fixed-dollar amounts.*

(1) Any fixed-dollar amount, threshold, cap, minimum, maximum, penalty, statutory damages amount, or fixed-dollar rate set forth in this article shall be adjusted annually on January 1 by the administrator to reflect inflation. The adjustment must be based on the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, as published by the Bureau of Labor Statistics, or a successor index. The base year is the first full calendar year in which this article is operative.

(2) The administrator shall publish the adjusted amounts no later than December 1 of each year for the following calendar year, rounded to the nearest whole dollar. This section does not apply to amounts expressed as a percentage, a market-indexed benchmark, or a formula that automatically adjusts with price level.

SECTION 3. SEVERABILITY

If any provision of this act or its application is found invalid, such invalidity does not affect other provisions that can be given effect without the invalid provision. The provisions of this act are declared severable.

SECTION 4. SAFETY CLAUSE

The general assembly hereby finds, determines, and declares that this act is necessary for the immediate preservation of the public peace, health, and safety.

AMPLIFY Act — Bill 1: Personal Data and Digital Property Rights Act
additions: Digital Soul property definition | Legacy Use Settlement Agreement Legacy Use Settlement Program | Audit Markers | Data Tap Tier 1/2 | Analog Bridge | Spousal Veto Power | Constitutional Amendment Directive

CONSTRUCTION; SCOPE OF COMMERCIAL PROCESSING.

(1) For purposes of this act, "commercial processing" includes collection, scraping, ingestion, training, fine-tuning, evaluation, storage, labeling, or other use of resident Digital Soul data when conducted by or for a covered operator in connection with a product, service, system, or capability that is offered, licensed, used, or deployed in commerce, whether or not the specific processing step is described as research, development, testing, or internal evaluation.

(2) A covered operator shall not evade the consent and Master Deed authorization requirements by characterizing a monetizable data ingestion or training pipeline as noncommercial research.

IMPLEMENTATION SCHEDULE — TIERED PHASE DEPLOYMENT

15-15-900. Implementation schedule.

(1) Immediate rights and protections.

The following provisions take effect immediately upon enactment of this act:

- (a) Recognition of the Digital Soul as resident-owned intangible personal property.
- (b) Enforceability of Master Deed authorization and consent controls.
- (c) Prohibition on unauthorized extraction or commercial processing of the Digital Soul.
- (d) Establishment of the Colorado Trust of Unique and Identifying Information.
- (e) Authorization of the Colorado Consumer Protection and Automation Mitigation Enterprise (CCPAME).
- (f) Authorization of the Colorado Automation Mitigation Trust.
- (g) Authority for responsible agencies to promulgate rules necessary to implement this act.

These provisions constitute self-executing statutory rights and are not dependent upon technical system deployment.

(2) Phase I — Administrative establishment (0–12 months).

Responsible agencies shall establish:

- (a) the Colorado Trust of Unique and Identifying Information;
- (b) the Colorado Automation Mitigation Trust;
- (c) enterprise accounting mechanisms for the Enterprise Mitigation Revenue;
- (d) rulemaking for Master Deed authorization standards, inter-system monitoring standards, and enterprise compliance reporting.

(3) Phase II — Compliance infrastructure (12–24 months).

Covered operators shall implement:

- (a) tamper-evident metering systems;
- (b) inter-system safety monitoring controls;
- (c) incident detection telemetry;
- (d) Digital Soul consent verification mechanisms.

During this phase the following revenue mechanisms activate:

High-Density Compute Grid Surcharge, Autonomous Kinetic Asset Registration, Silicon-to-Carbon Reclamation Assessment, and the Algorithmic Risk Pool.

(4) Phase III — Public mitigation programs (24–36 months).

The state shall deploy:

- (a) staggered civic infrastructure loans at 1%, 2%, and 3% APR;
- (b) mitigation programs funding child solvency, housing stabilization, and healthcare or mental-health services.

Interest collected through civic infrastructure loans shall be swept into mitigation accounts within the Colorado Automation Mitigation Trust.

(5) Phase IV — Long-term stability and oversight (36 months onward).

The following provisions become fully operational:

- (a) the Statutory Revenue Floor and dynamic rate adjustments;
- (b) workforce displacement transition and vocational reskilling programs;
- (c) full enterprise audit cycles and public reporting requirements.

15-15-140. Data Tap; tiered routing; Base Dividend; Premium Royalty.

(1) Tier 1 — anonymous routing. Tier 1 extraction of the Digital Soul that is processed only in anonymous or aggregated form shall remit a Base Dividend to the Colorado Automation Mitigation Trust pursuant to title 24, article 20.

(2) Tier 2 — identifying routing. Tier 2 extraction of the Digital Soul that includes identifying processing shall remit a Premium Royalty routed to the resident's Sovereign Account through the Colorado Trust of Unique and Identifying Information, subject to Master Deed authorization.

(3) Mathematical routing requirement. Covered operators shall implement accounting controls that separately meter Tier 1 and Tier 2 processing volumes and shall remit payments under this section according to rules adopted pursuant to title 24, article 20. Tier 2 processing is prohibited absent Master Deed authorization.

15-15-160. Heritage assets; analog-era vehicles; mechanical sanctuary.

(1) Definitions. For purposes of this section:

(a) "Heritage asset" means an analog-era vehicle that is maintained for personal use and that satisfies the physical barrier requirements of subsection (2) of this section.

(b) "Physical barrier" means a verifiable mechanical override that physically disconnects all external telemetry pathways and disables externally addressable automated kinetic control interfaces, such that remote connectivity cannot be restored without physical intervention.

(2) Certification. The administering agency shall establish a certification process to verify that a vehicle meets the physical barrier requirements necessary to qualify as a heritage asset.

(3) Privacy shield; prohibited mandates. For a certified heritage asset, a state agency, political subdivision, or state contractor shall not require:

(a) continuous connectivity;

(b) installation of externally addressable telemetry modules; or

(c) over-the-air updates as a condition of registration, inspection, insurance eligibility, or operation within the state.

(4) Construction. This section does not limit lawful safety recalls that can be accomplished without removing or defeating a certified physical barrier.

15-15-170. Spousal veto power for shared family interfaces.

(1) Applicability. If a covered operator offers a shared family interface that permits access to, control of, or authorization over Digital Soul processing for more than one resident within a household, the covered operator shall provide a mechanism for spousal veto as described in this section.

(2) Veto authority. A spouse or civil union partner with shared-interface authority may revoke or withhold authorization for Tier 2 identifying Data Tap routing and for any shared-interface permissions that enable identifying processing of that spouse's Digital Soul, notwithstanding conflicting interface settings initiated by another household user.

(3) Verification and logging. The covered operator shall verify the identity of the vetoing party using Master Deed authorization controls and shall record the veto event in an immutable authorization log.

(4) Construction. Nothing in this section authorizes a spouse to consent to identifying processing of another resident's Digital Soul without that resident's Master Deed authorization.

INDEPENDENT OPERABILITY; COORDINATION; SEVERABILITY.

(1) Independent operability. This act is intended to be independently operable and enforceable. No duty, authority, remedy, assessment, program, or right created by this act is conditioned on the enactment, adoption, or effectiveness of any other measure.

(2) Coordination. If another measure concerning the Digital Soul, the Colorado Automation Mitigation Trust or Enterprise Mitigation Revenue, the Colorado Trust of Unique and Identifying Information, or any related public utility or enterprise framework is enacted, the responsible agencies may coordinate implementation to avoid duplication; however, coordination is permissive and does not limit or delay enforcement of this act.

(3) Harmonization of definitions. If another enacted measure defines terms also used in this act, the definitions shall be construed harmoniously to the greatest extent possible. If an irreconcilable conflict exists, the definition in this act controls for purposes of this act.

(4) Severability. If any provision of this act or its application is held invalid, the invalidity does not affect other provisions or applications that can be given effect without the invalid provision or application.

(5) Rights are immediate. The recognition of the Digital Soul as inalienable intangible personal property and the Master Deed authorization requirements are self-executing and apply immediately upon enactment, regardless of whether any enterprise, trust, or utility program is established by any other measure.

ANNEX — DEFINITIONS ALIGNMENT AND CONTROLLING TERMS

The following definitions govern any conflict between this act and companion documents. The definition in this act controls in all cases.

Controlling term: 'The Digital Soul' (§15-15-101(1)) is the operative statutory term throughout. References in companion documents to 'resident digital identity information' or 'personal data' shall be construed to mean The Digital Soul as defined herein.

Controlling term: 'Master Data Settlement and Restitution Agreement' (Legacy Use Settlement Agreement) supersedes any prior reference to 'Master Settlement and Sovereignty Agreement' in all companion documents.

Controlling term: 'Analog Protection Zone' supersedes the truncated 'Analog' reference in §15-15-101(10) of prior drafts.

Controlling term: 'Colorado Automation Mitigation Trust' (§24-20-104, title 24, article 20) supersedes any prior designation for this trust' in all companion documents.

Harmonization rule: In the event of any irreconcilable conflict between a definition in this act and a definition in any companion document, fiscal impact statement, or administrative record, the definition in this act controls for purposes of this act.

FEDERAL PREEMPTION SAVINGS CLAUSE

Federal preemption. This act shall operate to the maximum extent permitted by federal law. If any provision of this act is found to be preempted by federal law, that provision is severable pursuant to the severability clause of this act, and the remaining provisions continue in full force and effect. Nothing in this act shall be construed to conflict with the Supremacy Clause of the United States Constitution; rather, this act is expressly designed to operate within Colorado's reserved powers under the Tenth Amendment to regulate intrastate commercial activity, protect Colorado residents' property rights, and impose fees for measurable externalities caused by covered automation activity within Colorado. To the extent any provision may be construed to conflict with federal law, the CCPAME shall interpret and administer this act in a manner that avoids such conflict while preserving the maximum scope of resident protection authorized under state law.

APPROPRIATION NOTE

No General Fund appropriation required. This act does not require an appropriation from the Colorado General Fund. The Colorado Consumer Protection and Automation Mitigation Enterprise (CCPAME) is a government-owned business enterprise funded entirely by enterprise mitigation revenues collected from covered operators under this act. Startup administrative costs incurred prior to initial enterprise mitigation revenue collections are authorized as a contingency loan from the General Fund, to be repaid from first-year enterprise mitigation revenues within eighteen (18) months of the CCPAME's first revenue collection event. This loan authorization does not constitute a continuing appropriation.