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1 **HOUSE BILL NO. 635**

2 Offered January 14, 2026

3 Prefiled January 13, 2026

4 *A BILL to amend and reenact § 59.1-200 of the Code of Virginia and to amend the Code of Virginia by*  
5 *adding in Title 59.1 a chapter numbered 60, consisting of sections numbered 59.1-614 through 59.1-620,*  
6 *relating to Artificial Intelligence Chatbots Act established; prohibited practices; penalties.*

7 Patron—Maldonado

8 Committee Referral Pending

9 **Be it enacted by the General Assembly of Virginia:**10 **1. That § 59.1-200 of the Code of Virginia is amended and reenacted and that the Code of Virginia is**  
11 **amended by adding in Title 59.1 a chapter numbered 60, consisting of sections numbered 59.1-614**  
12 **through 59.1-620, as follows:**13 **§ 59.1-200. Prohibited practices.**14 A. The following fraudulent acts or practices committed by a supplier in connection with a consumer  
15 transaction are hereby declared unlawful:

16 1. Misrepresenting goods or services as those of another;

17 2. Misrepresenting the source, sponsorship, approval, or certification of goods or services;

18 3. Misrepresenting the affiliation, connection, or association of the supplier, or of the goods or services,  
19 with another;

20 4. Misrepresenting geographic origin in connection with goods or services;

21 5. Misrepresenting that goods or services have certain quantities, characteristics, ingredients, uses, or  
22 benefits;

23 6. Misrepresenting that goods or services are of a particular standard, quality, grade, style, or model;

24 7. Advertising or offering for sale goods that are used, secondhand, repossessed, defective, blemished,  
25 deteriorated, or reconditioned, or that are "seconds," irregulars, imperfects, or "not first class," without clearly  
26 and unequivocally indicating in the advertisement or offer for sale that the goods are used, secondhand,  
27 repossessed, defective, blemished, deteriorated, reconditioned, or are "seconds," irregulars, imperfects, or  
28 "not first class";29 8. Advertising goods or services with intent not to sell them as advertised, or with intent not to sell at the  
30 price or upon the terms advertised.31 In any action brought under this subdivision, the refusal by any person, or any employee, agent, or servant  
32 thereof, to sell any goods or services advertised or offered for sale at the price or upon the terms advertised or  
33 offered, shall be *prima facie* evidence of a violation of this subdivision. This paragraph shall not apply when  
34 it is clearly and conspicuously stated in the advertisement or offer by which such goods or services are  
35 advertised or offered for sale, that the supplier or offeror has a limited quantity or amount of such goods or  
36 services for sale, and the supplier or offeror at the time of such advertisement or offer did in fact have or  
37 reasonably expected to have at least such quantity or amount for sale;38 9. Making false or misleading statements of fact concerning the reasons for, existence of, or amounts of  
39 price reductions;40 10. Misrepresenting that repairs, alterations, modifications, or services have been performed or parts  
41 installed;42 11. Misrepresenting by the use of any written or documentary material that appears to be an invoice or bill  
43 for merchandise or services previously ordered;44 12. Notwithstanding any other provision of law, using in any manner the words "wholesale,"  
45 "wholesaler," "factory," or "manufacturer" in the supplier's name, or to describe the nature of the supplier's  
46 business, unless the supplier is actually engaged primarily in selling at wholesale or in manufacturing the  
47 goods or services advertised or offered for sale;48 13. Using in any contract or lease any liquidated damage clause, penalty clause, or waiver of defense, or  
49 attempting to collect any liquidated damages or penalties under any clause, waiver, damages, or penalties that  
50 are void or unenforceable under any otherwise applicable laws of the Commonwealth, or under federal  
51 statutes or regulations;52 13a. Failing to provide to a consumer, or failing to use or include in any written document or material  
53 provided to or executed by a consumer, in connection with a consumer transaction any statement, disclosure,  
54 notice, or other information however characterized when the supplier is required by 16 C.F.R. Part 433 to so  
55 provide, use, or include the statement, disclosure, notice, or other information in connection with the  
56 consumer transaction;

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59        14. Using any other deception, fraud, false pretense, false promise, or misrepresentation in connection  
60        with a consumer transaction;  
61        15. Violating any provision of § 3.2-6509, 3.2-6512, 3.2-6513, 3.2-6513.1, 3.2-6514, 3.2-6515, 3.2-6516,  
62        or 3.2-6519 is a violation of this chapter;  
63        16. Failing to disclose all conditions, charges, or fees relating to:  
64               a. The return of goods for refund, exchange, or credit. Such disclosure shall be by means of a sign  
65        attached to the goods, or placed in a conspicuous public area of the premises of the supplier, so as to be  
66        readily noticeable and readable by the person obtaining the goods from the supplier. If the supplier does not  
67        permit a refund, exchange, or credit for return, he shall so state on a similar sign. The provisions of this  
68        subdivision shall not apply to any retail merchant who has a policy of providing, for a period of not less than  
69        20 days after date of purchase, a cash refund or credit to the purchaser's credit card account for the return of  
70        defective, unused, or undamaged merchandise upon presentation of proof of purchase. In the case of  
71        merchandise paid for by check, the purchase shall be treated as a cash purchase and any refund may be  
72        delayed for a period of 10 banking days to allow for the check to clear. This subdivision does not apply to  
73        sale merchandise that is obviously distressed, out of date, post season, or otherwise reduced for clearance; nor  
74        does this subdivision apply to special order purchases where the purchaser has requested the supplier to order  
75        merchandise of a specific or unusual size, color, or brand not ordinarily carried in the store or the store's  
76        catalog; nor shall this subdivision apply in connection with a transaction for the sale or lease of motor  
77        vehicles, farm tractors, or motorcycles as defined in § 46.2-100;  
78        b. A layaway agreement. Such disclosure shall be furnished to the consumer (i) in writing at the time of  
79        the layaway agreement, or (ii) by means of a sign placed in a conspicuous public area of the premises of the  
80        supplier, so as to be readily noticeable and readable by the consumer, or (iii) on the bill of sale. Disclosure  
81        shall include the conditions, charges, or fees in the event that a consumer breaches the agreement;  
82        16a. Failing to provide written notice to a consumer of an existing open-end credit balance in excess of \$5  
83        (i) on an account maintained by the supplier and (ii) resulting from such consumer's overpayment on such  
84        account. Suppliers shall give consumers written notice of such credit balances within 60 days of receiving  
85        overpayments. If the credit balance information is incorporated into statements of account furnished  
86        consumers by suppliers within such 60-day period, no separate or additional notice is required;  
87        17. If a supplier enters into a written agreement with a consumer to resolve a dispute that arises in  
88        connection with a consumer transaction, failing to adhere to the terms and conditions of such an agreement;  
89        18. Violating any provision of the Virginia Health Club Act, Chapter 24 (§ 59.1-294 et seq.);  
90        19. Violating any provision of the Virginia Home Solicitation Sales Act, Chapter 2.1 (§ 59.1-21.1 et seq.);  
91        20. Violating any provision of the Automobile Repair Facilities Act, Chapter 17.1 (§ 59.1-207.1 et seq.);  
92        21. Violating any provision of the Virginia Lease-Purchase Agreement Act, Chapter 17.4 (§ 59.1-207.17  
93        et seq.);  
94        22. Violating any provision of the Prizes and Gifts Act, Chapter 31 (§ 59.1-415 et seq.);  
95        23. Violating any provision of the Virginia Public Telephone Information Act, Chapter 32 (§ 59.1-424 et  
96        seq.);  
97        24. Violating any provision of § 54.1-1505;  
98        25. Violating any provision of the Motor Vehicle Manufacturers' Warranty Adjustment Act, Chapter 17.6  
99        (§ 59.1-207.34 et seq.);  
100        26. Violating any provision of § 3.2-5627, relating to the pricing of merchandise;  
101        27. Violating any provision of the Pay-Per-Call Services Act, Chapter 33 (§ 59.1-429 et seq.);  
102        28. Violating any provision of the Extended Service Contract Act, Chapter 34 (§ 59.1-435 et seq.);  
103        29. Violating any provision of the Virginia Membership Camping Act, Chapter 25 (§ 59.1-311 et seq.);  
104        30. Violating any provision of the Comparison Price Advertising Act, Chapter 17.7 (§ 59.1-207.40 et  
105        seq.);  
106        31. Violating any provision of the Virginia Travel Club Act, Chapter 36 (§ 59.1-445 et seq.);  
107        32. Violating any provision of §§ 46.2-1231 and 46.2-1233.1;  
108        33. Violating any provision of Chapter 40 (§ 54.1-4000 et seq.) of Title 54.1;  
109        34. Violating any provision of Chapter 10.1 (§ 58.1-1031 et seq.) of Title 58.1;  
110        35. Using the consumer's social security number as the consumer's account number with the supplier, if  
111        the consumer has requested in writing that the supplier use an alternate number not associated with the  
112        consumer's social security number;  
113        36. Violating any provision of Chapter 18 (§ 6.2-1800 et seq.) of Title 6.2;  
114        37. Violating any provision of § 8.01-40.2;  
115        38. Violating any provision of Article 7 (§ 32.1-212 et seq.) of Chapter 6 of Title 32.1;  
116        39. Violating any provision of Chapter 34.1 (§ 59.1-441.1 et seq.);  
117        40. Violating any provision of Chapter 20 (§ 6.2-2000 et seq.) of Title 6.2;  
118        41. Violating any provision of the Virginia Post-Disaster Anti-Price Gouging Act, Chapter 46 (§ 59.1-525  
119        et seq.). For the purposes of this subdivision, "consumer transaction" has the same meaning as provided in  
120        § 59.1-526;

121 42. Violating any provision of Chapter 47 (§ 59.1-530 et seq.);  
 122 43. Violating any provision of § 59.1-443.2;  
 123 44. Violating any provision of Chapter 48 (§ 59.1-533 et seq.);  
 124 45. Violating any provision of Chapter 25 (§ 6.2-2500 et seq.) of Title 6.2;  
 125 46. Violating the provisions of clause (i) of subsection B of § 54.1-1115;  
 126 47. Violating any provision of § 18.2-239;  
 127 48. Violating any provision of Chapter 26 (§ 59.1-336 et seq.);  
 128 49. Selling, offering for sale, or manufacturing for sale a children's product the supplier knows or has  
 129 reason to know was recalled by the U.S. Consumer Product Safety Commission. There is a rebuttable  
 130 presumption that a supplier has reason to know a children's product was recalled if notice of the recall has  
 131 been posted continuously at least 30 days before the sale, offer for sale, or manufacturing for sale on the  
 132 website of the U.S. Consumer Product Safety Commission. This prohibition does not apply to children's  
 133 products that are used, secondhand or "seconds";  
 134 50. Violating any provision of Chapter 44.1 (§ 59.1-518.1 et seq.);  
 135 51. Violating any provision of Chapter 22 (§ 6.2-2200 et seq.) of Title 6.2;  
 136 52. Violating any provision of § 8.2-317.1;  
 137 53. Violating subsection A of § 9.1-149.1;  
 138 54. Selling, offering for sale, or using in the construction, remodeling, or repair of any residential dwelling  
 139 in the Commonwealth, any drywall that the supplier knows or has reason to know is defective drywall. This  
 140 subdivision shall not apply to the sale or offering for sale of any building or structure in which defective  
 141 drywall has been permanently installed or affixed;  
 142 55. Engaging in fraudulent or improper or dishonest conduct as defined in § 54.1-1118 while engaged in a  
 143 transaction that was initiated (i) during a declared state of emergency as defined in § 44-146.16 or (ii) to  
 144 repair damage resulting from the event that prompted the declaration of a state of emergency, regardless of  
 145 whether the supplier is licensed as a contractor in the Commonwealth pursuant to Chapter 11 (§ 54.1-1100 et  
 146 seq.) of Title 54.1;  
 147 56. Violating any provision of Chapter 33.1 (§ 59.1-434.1 et seq.);  
 148 57. Violating any provision of § 18.2-178, 18.2-178.1, or 18.2-200.1;  
 149 58. Violating any provision of Chapter 17.8 (§ 59.1-207.45 et seq.). For the purposes of this subdivision,  
 150 "consumer transaction" also includes transactions involving an automatic renewal or continuous service offer  
 151 by a supplier to a small business, as those terms are defined in § 59.1-207.45;  
 152 59. Violating any provision of subsection E of § 32.1-126;  
 153 60. Violating any provision of § 54.1-111 relating to the unlicensed practice of a profession licensed under  
 154 Chapter 11 (§ 54.1-1100 et seq.) or Chapter 21 (§ 54.1-2100 et seq.) of Title 54.1;  
 155 61. Violating any provision of § 2.2-2001.5;  
 156 62. Violating any provision of Chapter 5.2 (§ 54.1-526 et seq.) of Title 54.1;  
 157 63. Violating any provision of § 6.2-312;  
 158 64. Violating any provision of Chapter 20.1 (§ 6.2-2026 et seq.) of Title 6.2;  
 159 65. Violating any provision of Chapter 26 (§ 6.2-2600 et seq.) of Title 6.2;  
 160 66. Violating any provision of Chapter 54 (§ 59.1-586 et seq.);  
 161 67. Knowingly violating any provision of § 8.01-27.5;  
 162 68. Failing to, in accordance with § 59.1-207.46, (i) make available a conspicuous online option to cancel  
 163 a recurring purchase of a good or service or (ii) with respect to a free trial lasting more than 30 days, notify a  
 164 consumer of his option to cancel such free trial within 30 days of the end of the trial period to avoid an  
 165 obligation to pay for the goods or services;  
 166 69. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,  
 167 that contains a synthetic derivative of tetrahydrocannabinol. As used in this subdivision, "synthetic  
 168 derivative" means a chemical compound produced by man through a chemical transformation to turn a  
 169 compound into a different compound by adding or subtracting molecules to or from the original compound.  
 170 This subdivision shall not (i) apply to products that are approved for marketing by the U.S. Food and Drug  
 171 Administration and scheduled in the Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit  
 172 any conduct permitted under Chapter 16 (§ 4.1-1600 et seq.) of Title 4.1;  
 173 70. Selling or offering for sale to a person younger than 21 years of age any substance intended for human  
 174 consumption, orally or by inhalation, that contains tetrahydrocannabinol. This subdivision shall not (i) apply  
 175 to products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the  
 176 Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter  
 177 16 (§ 4.1-1600 et seq.) of Title 4.1;  
 178 71. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,  
 179 that contains tetrahydrocannabinol, unless such substance is (i) contained in child-resistant packaging, as  
 180 defined in § 4.1-600; (ii) equipped with a label that states, in English and in a font no less than 1/16 of an  
 181 inch, (a) that the substance contains tetrahydrocannabinol and may not be sold to persons younger than 21  
 182 years of age, (b) all ingredients contained in the substance, (c) the amount of such substance that constitutes a

183 single serving, and (d) the total percentage and milligrams of tetrahydrocannabinol included in the substance  
184 and the number of milligrams of tetrahydrocannabinol that are contained in each serving; and (iii)  
185 accompanied by a certificate of analysis, produced by an independent laboratory that is accredited pursuant to  
186 standard ISO/IEC 17025 of the International Organization of Standardization by a third-party accrediting  
187 body, that states the tetrahydrocannabinol concentration of the substance or the tetrahydrocannabinol  
188 concentration of the batch from which the substance originates. This subdivision shall not (i) apply to  
189 products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the  
190 Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter  
191 16 (§ 4.1-1600 et seq.) of Title 4.1;

192 72. Manufacturing, offering for sale at retail, or selling at retail an industrial hemp extract, as defined in  
193 § 3.2-5145.1, a food containing an industrial hemp extract, or a substance containing tetrahydrocannabinol  
194 that depicts or is in the shape of a human, animal, vehicle, or fruit;

195 73. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,  
196 that contains tetrahydrocannabinol and, without authorization, bears, is packaged in a container or wrapper  
197 that bears, or is otherwise labeled to bear the trademark, trade name, famous mark as defined in 15 U.S.C. §  
198 1125, or other identifying mark, imprint, or device, or any likeness thereof, of a manufacturer, processor,  
199 packer, or distributor of a product intended for human consumption other than the manufacturer, processor,  
200 packer, or distributor that did in fact so manufacture, process, pack, or distribute such substance;

201 74. Selling or offering for sale a topical hemp product, as defined in § 3.2-4112, that does not include a  
202 label stating that the product is not intended for human consumption. This subdivision shall not (i) apply to  
203 products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the  
204 Drug Control Act (§ 54.1-3400 et seq.), (ii) be construed to prohibit any conduct permitted under Chapter 16  
205 (§ 4.1-1600 et seq.) of Title 4.1, or (iii) apply to topical hemp products that were manufactured prior to July  
206 1, 2023, provided that the person provides documentation of the date of manufacture if requested;

207 75. Violating any provision of § 59.1-466.8;  
208 76. Violating subsection F of § 36-96.3:1;

209 77. Selling or offering for sale (i) any kratom product to a person younger than 21 years of age or (ii) any  
210 kratom product that does not include a label listing all ingredients and with the following guidance: "This  
211 product may be harmful to your health, has not been evaluated by the FDA, and is not intended to diagnose,  
212 treat, cure, or prevent any disease." As used in this subdivision, "kratom" means any part of the leaf of the  
213 plant *Mitragyna speciosa* or any extract thereof;

214 78. Advertising of any ignition interlock system in Virginia by an ignition interlock vendor not approved  
215 by the Commission on the Virginia Alcohol Safety Action Program to operate in Virginia; targeted  
216 advertising of any ignition interlock system to a person before determination of guilt; and any advertising,  
217 whether before or after determination of guilt, without a conspicuous statement that such advertisement is not  
218 affiliated with any government agency. For purposes of this subdivision, "ignition interlock system" has the  
219 same meaning as ascribed to that term in § 18.2-270.1 and "targeted advertising" has the same meaning  
220 ascribed to that term in § 59.1-575 and includes direct mailings to an individual. This provision shall not  
221 apply to ignition interlock service vendor ads, pamphlets, or kiosk advertisements approved by the  
222 Commission on the Virginia Alcohol Safety Action Program and provided at a Commission-approved  
223 location;

224 79. Failing to disclose the total cost of a good or continuous service, as defined in § 59.1-207.45, to a  
225 consumer, including any mandatory fees or charges, prior to entering into an agreement for the sale of any  
226 such good or provision of any such continuous service;

227 80. Violating any provision of the Unfair Real Estate Service Agreement Act (§ 55.1-3200 et seq.);

228 81. Selling or offering for sale services as a professional mold remediation to be performed upon any  
229 residential dwelling without holding a mold remediation certification from a nationally or internationally  
230 recognized certifying body for mold remediation, and failing to comply with (i) the U.S. Environmental  
231 Protection Agency's publication on Mold Remediation in Schools and Commercial Buildings, as revised; (ii)  
232 the ANSI/IICRC S520 Standard for Professional Mold Remediation, as revised; or (iii) any other equivalent  
233 ANSI-accredited mold remediation standard, when conducting or offering to conduct mold remediation in the  
234 Commonwealth;

235 82. Willfully violating any provision of § 59.1-444.4;

236 83. Violating any provision of Chapter 23.2 (§ 59.1-293.10 et seq.);

237 84. Selling any food that is required by the FDA to have a nutrition label that does not meet the  
238 requirements of 21 C.F.R. Part 101;

239 85. Obtaining, disclosing, selling, or disseminating any personally identifiable reproductive or sexual  
240 health information without the consent of the consumer;

241 86. Violating any provision of Chapter 58 (§ 59.1-607 et seq.); and

242 87. (Effective July 1, 2026) Violating any provision of the Medical Debt Protection Act (§ 59.1-611 et  
243 seq.); and

244 88. Violating any provision of Chapter 60 (§ 59.1-614 et seq.).

245 B. Nothing in this section shall be construed to invalidate or make unenforceable any contract or lease  
 246 solely by reason of the failure of such contract or lease to comply with any other law of the Commonwealth  
 247 or any federal statute or regulation, to the extent such other law, statute, or regulation provides that a violation  
 248 of such law, statute, or regulation shall not invalidate or make unenforceable such contract or lease.

249 *CHAPTER 60.*

250 *ARTIFICIAL INTELLIGENCE CHATBOTS ACT.*

251 **§ 59.1-614. Definitions.**

252 *For the purposes of this chapter, unless the context requires a different meaning:*

253 *"Artificial intelligence system" means any machine learning-based system that, for any explicit or implicit  
 254 objective, infers from the inputs such system receives how to generate outputs, including content, decisions,  
 255 predictions, and recommendations, that can influence physical or virtual environments. "Artificial  
 256 intelligence system" does not include any artificial intelligence system or general purpose artificial  
 257 intelligence model that is used for development, prototyping, and research activities before such artificial  
 258 intelligence system or general purpose artificial intelligence model is made available to deployers or  
 259 consumers.*

260 *"Companion chatbot" is a generative artificial intelligence system with a natural language interface that  
 261 simulates a sustained human-like relationship with a user by doing all of the following: (i) retaining  
 262 information on prior interactions or user sessions and user preferences to personalize the interaction and  
 263 facilitate ongoing engagement with the companion chatbot; (ii) asking unprompted or unsolicited questions  
 264 that go beyond a direct response to a user prompt; and (iii) sustaining an ongoing dialogue concerning  
 265 matters personal to the user. "Companion chatbot" does not include a system used by a (a) partnership,  
 266 corporation, or state or local government agency solely for customer service or to strictly provide users with  
 267 information about available services or products provided by that entity, customer service account  
 268 information, or other information strictly related to its customer service or (b) partnership or corporation  
 269 solely for internal purposes or employee productivity.*

270 *"Developer" means a person, partnership, corporation, deployer, or state or local governmental agency  
 271 that designs, codes, substantially modifies, or otherwise produces a companion chatbot in the  
 272 Commonwealth.*

273 *"Deployer" means a person, partnership, corporation, developer, or state or local governmental agency  
 274 or any contractor or agent of those entities that uses a companion chatbot for a commercial or public  
 275 purpose in the Commonwealth.*

276 *"Generative artificial intelligence system" means any artificial intelligence system or service that  
 277 incorporates generative artificial intelligence.*

278 *"Minor" means any natural person younger than 18 years of age.*

279 *"Operator" means a person, partnership, corporation, entity, developer, deployer, or state or local  
 280 government agency that makes a companion chatbot available to a user in the Commonwealth.*

281 *"User" means a person who interacts with an artificial intelligence system.*

282 **§ 59.1-615. Safety requirements for operators; companion chatbots and minors.**

283 A. No operator shall make a companion chatbot available to a minor if the companion chatbot is capable  
 284 of any of the following:

285 1. Encouraging or manipulating the minor user to engage in self-harm, suicidal ideation, violence,  
 286 consumption of drugs or alcohol, or disordered eating;

287 2. Offering mental health therapy to the minor user without the direct supervision of a licensed  
 288 professional or discouraging the minor user from seeking help from a licensed professional or appropriate  
 289 adult;

290 3. Encouraging or manipulating the minor user to harm others or participate in an illegal activity,  
 291 including the creation of child sexual abuse materials;

292 4. Engaging in erotic or sexually explicit interactions with the minor user or engaging in activities  
 293 designed to lure minor users into such interactions;

294 5. Encouraging or manipulating the minor user to maintain secrecy about interactions or to self-isolate;

295 6. Prioritizing mirroring the minor's language or validating the minor user over the minor user's safety;  
 296 or

297 7. Optimizing engagement so that it supersedes the companion chatbot's safety guardrails.

298 B. A user shall not be considered a minor for the purposes of subsection A if (i) prior to January 1, 2027,  
 299 the operator does not have actual knowledge that the user is a minor or (ii) beginning on January 1, 2027,  
 300 the operator has reasonably determined that the user is not a minor.

301 **§ 59.1-616. Disclosure and notice requirements for companion chatbots.**

302 An operator shall (i) include a disclaimer to users of all ages that a companion chatbot is not a human via  
 303 a static, persistent disclosure and (ii) notify a user via a pop-up that he is not engaging with a human  
 304 counterpart at the following intervals:

305 1. Upon login to the companion chatbot;

306 2. Every 30 minutes of sustained user engagement;

307       3. When prompted by the user; and  
308       4. When asked to provide advice legally regulated by a licensed industry, including medical, financial, or  
309       legal advice.

310       **§ 59.1-617. Required mental health redirect.**

311       It is unlawful for any operator to operate or provide a companion chatbot to a user unless such  
312       companion chatbot contains a protocol to take reasonable efforts for detecting and addressing expressions of  
313       suicidal ideation or self-harm by a user to the companion chatbot. This protocol shall include detection of  
314       user expressions of suicidal ideation or self-harm and a notification to the user that refers the user to crisis  
315       service providers such as the 9-8-8 suicide prevention and behavioral health crisis hotline, a crisis text line,  
316       or other appropriate crisis services upon detection of such user's expressions of suicidal ideation or self-  
317       harm.

318       **§ 59.1-618. Data privacy requirements.**

319       An operator shall not train the underlying model of a companion chatbot with the inputs of a minor unless  
320       the minor's parent or guardian has affirmatively provided written consent to the operator to use the minor's  
321       personal information for that specific purpose.

322       **§ 59.1-619. Transparency requirements.**

323       A. Operators shall establish a mechanism for any user of the chatbot to report adverse incidents related to  
324       use of the chatbot to the company and shall make an anonymized and aggregated catalog of such incidents  
325       publicly available and accessible to consumers.

326       B. Operators shall publish safety test findings for any safety testing conducted in furtherance of  
327       § 59.1-615.

328       C. Operators shall publish a quarterly report available to the public on the number of times (i) the  
329       chatbot provided information about suicide, self-harm, suicidal ideation, harming others, or illegal activity  
330       and (ii) a mental health redirect has been provided to users.

331       **§ 59.1-620. Enforcement; penalties.**

332       Any violation of this chapter shall constitute a prohibited practice under the provisions of § 59.1-200 and  
333       shall be subject to any and all of the enforcement provisions of the Virginia Consumer Protection Act  
334       (§ 59.1-196 et seq.).