

HOUSE BILL NO. 635

## AMENDMENT IN THE NATURE OF A SUBSTITUTE

(Proposed by the House Committee on Communications, Technology and Innovation)

on \_\_\_\_\_)

(Patron Prior to Substitute—Delegate Maldonado)

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

**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:

### **§ 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:

1. Misrepresenting goods or services as those of another;
2. Misrepresenting the source, sponsorship, approval, or certification of goods or services;
3. Misrepresenting the affiliation, connection, or association of the supplier, or of the goods or services, with another;
4. Misrepresenting geographic origin in connection with goods or services;
5. Misrepresenting that goods or services have certain quantities, characteristics, ingredients, uses, or benefits;
6. Misrepresenting that goods or services are of a particular standard, quality, grade, style, or model;
7. Advertising or offering for sale goods that are used, secondhand, repossessed, defective, blemished, deteriorated, or reconditioned, or that are "seconds," irregulars, imperfects, or "not first class," without clearly and unequivocally indicating in the advertisement or offer for sale that the goods are used, secondhand, repossessed, defective, blemished, deteriorated, reconditioned, or are "seconds," irregulars, imperfects, or "not first class";
8. Advertising goods or services with intent not to sell them as advertised, or with intent not to sell at the 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;

57        14. Using any other deception, fraud, false pretense, false promise, or misrepresentation in connection  
58        with a consumer transaction;

59        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,

60 or 3.2-6519 is a violation of this chapter;

61 16. Failing to disclose all conditions, charges, or fees relating to:

62 a. The return of goods for refund, exchange, or credit. Such disclosure shall be by means of a sign  
63 attached to the goods, or placed in a conspicuous public area of the premises of the supplier, so as to be  
64 readily noticeable and readable by the person obtaining the goods from the supplier. If the supplier does not  
65 permit a refund, exchange, or credit for return, he shall so state on a similar sign. The provisions of this  
66 subdivision shall not apply to any retail merchant who has a policy of providing, for a period of not less than  
67 20 days after date of purchase, a cash refund or credit to the purchaser's credit card account for the return of  
68 defective, unused, or undamaged merchandise upon presentation of proof of purchase. In the case of  
69 merchandise paid for by check, the purchase shall be treated as a cash purchase and any refund may be  
70 delayed for a period of 10 banking days to allow for the check to clear. This subdivision does not apply to  
71 sale merchandise that is obviously distressed, out of date, post season, or otherwise reduced for clearance; nor  
72 does this subdivision apply to special order purchases where the purchaser has requested the supplier to order  
73 merchandise of a specific or unusual size, color, or brand not ordinarily carried in the store or the store's  
74 catalog; nor shall this subdivision apply in connection with a transaction for the sale or lease of motor  
75 vehicles, farm tractors, or motorcycles as defined in § 46.2-100;

76 b. A layaway agreement. Such disclosure shall be furnished to the consumer (i) in writing at the time of  
77 the layaway agreement, or (ii) by means of a sign placed in a conspicuous public area of the premises of the  
78 supplier, so as to be readily noticeable and readable by the consumer, or (iii) on the bill of sale. Disclosure  
79 shall include the conditions, charges, or fees in the event that a consumer breaches the agreement;

80 16a. Failing to provide written notice to a consumer of an existing open-end credit balance in excess of \$5  
81 (i) on an account maintained by the supplier and (ii) resulting from such consumer's overpayment on such  
82 account. Suppliers shall give consumers written notice of such credit balances within 60 days of receiving  
83 overpayments. If the credit balance information is incorporated into statements of account furnished  
84 consumers by suppliers within such 60-day period, no separate or additional notice is required;

85 17. If a supplier enters into a written agreement with a consumer to resolve a dispute that arises in  
86 connection with a consumer transaction, failing to adhere to the terms and conditions of such an agreement;

87 18. Violating any provision of the Virginia Health Club Act, Chapter 24 (§ 59.1-294 et seq.);

88 19. Violating any provision of the Virginia Home Solicitation Sales Act, Chapter 2.1 (§ 59.1-21.1 et seq.);

89 20. Violating any provision of the Automobile Repair Facilities Act, Chapter 17.1 (§ 59.1-207.1 et seq.);

90        21. Violating any provision of the Virginia Lease-Purchase Agreement Act, Chapter 17.4 (§ 59.1-207.17  
91        et seq.);

92        22. Violating any provision of the Prizes and Gifts Act, Chapter 31 (§ 59.1-415 et seq.);

93        23. Violating any provision of the Virginia Public Telephone Information Act, Chapter 32 (§ 59.1-424 et  
94        seq.);

95        24. Violating any provision of § 54.1-1505;

96        25. Violating any provision of the Motor Vehicle Manufacturers' Warranty Adjustment Act, Chapter 17.6  
97        (§ 59.1-207.34 et seq.);

98        26. Violating any provision of § 3.2-5627, relating to the pricing of merchandise;

99        27. Violating any provision of the Pay-Per-Call Services Act, Chapter 33 (§ 59.1-429 et seq.);

100       28. Violating any provision of the Extended Service Contract Act, Chapter 34 (§ 59.1-435 et seq.);

101       29. Violating any provision of the Virginia Membership Camping Act, Chapter 25 (§ 59.1-311 et seq.);

102       30. Violating any provision of the Comparison Price Advertising Act, Chapter 17.7 (§ 59.1-207.40 et  
103       seq.);

104       31. Violating any provision of the Virginia Travel Club Act, Chapter 36 (§ 59.1-445 et seq.);

105       32. Violating any provision of §§ 46.2-1231 and 46.2-1233.1;

106       33. Violating any provision of Chapter 40 (§ 54.1-4000 et seq.) of Title 54.1;

107       34. Violating any provision of Chapter 10.1 (§ 58.1-1031 et seq.) of Title 58.1;

108       35. Using the consumer's social security number as the consumer's account number with the supplier, if  
109       the consumer has requested in writing that the supplier use an alternate number not associated with the  
110       consumer's social security number;

111       36. Violating any provision of Chapter 18 (§ 6.2-1800 et seq.) of Title 6.2;

112       37. Violating any provision of § 8.01-40.2;

113       38. Violating any provision of Article 7 (§ 32.1-212 et seq.) of Chapter 6 of Title 32.1;

114       39. Violating any provision of Chapter 34.1 (§ 59.1-441.1 et seq.);

115       40. Violating any provision of Chapter 20 (§ 6.2-2000 et seq.) of Title 6.2;

116       41. Violating any provision of the Virginia Post-Disaster Anti-Price Gouging Act, Chapter 46 (§ 59.1-525  
117       et seq.). For the purposes of this subdivision, "consumer transaction" has the same meaning as provided in  
118       § 59.1-526;

119       42. Violating any provision of Chapter 47 (§ 59.1-530 et seq.);

120       43. Violating any provision of § 59.1-443.2;

121        44. Violating any provision of Chapter 48 (§ 59.1-533 et seq.);

122        45. Violating any provision of Chapter 25 (§ 6.2-2500 et seq.) of Title 6.2;

123        46. Violating the provisions of clause (i) of subsection B of § 54.1-1115;

124        47. Violating any provision of § 18.2-239;

125        48. Violating any provision of Chapter 26 (§ 59.1-336 et seq.);

126        49. Selling, offering for sale, or manufacturing for sale a children's product the supplier knows or has  
127        reason to know was recalled by the U.S. Consumer Product Safety Commission. There is a rebuttable  
128        presumption that a supplier has reason to know a children's product was recalled if notice of the recall has  
129        been posted continuously at least 30 days before the sale, offer for sale, or manufacturing for sale on the  
130        website of the U.S. Consumer Product Safety Commission. This prohibition does not apply to children's  
131        products that are used, secondhand or "seconds";

132        50. Violating any provision of Chapter 44.1 (§ 59.1-518.1 et seq.);

133        51. Violating any provision of Chapter 22 (§ 6.2-2200 et seq.) of Title 6.2;

134        52. Violating any provision of § 8.2-317.1;

135        53. Violating subsection A of § 9.1-149.1;

136        54. Selling, offering for sale, or using in the construction, remodeling, or repair of any residential dwelling  
137        in the Commonwealth, any drywall that the supplier knows or has reason to know is defective drywall. This  
138        subdivision shall not apply to the sale or offering for sale of any building or structure in which defective  
139        drywall has been permanently installed or affixed;

140        55. Engaging in fraudulent or improper or dishonest conduct as defined in § 54.1-1118 while engaged in a  
141        transaction that was initiated (i) during a declared state of emergency as defined in § 44-146.16 or (ii) to  
142        repair damage resulting from the event that prompted the declaration of a state of emergency, regardless of  
143        whether the supplier is licensed as a contractor in the Commonwealth pursuant to Chapter 11 (§ 54.1-1100 et  
144        seq.) of Title 54.1;

145        56. Violating any provision of Chapter 33.1 (§ 59.1-434.1 et seq.);

146        57. Violating any provision of § 18.2-178, 18.2-178.1, or 18.2-200.1;

147        58. Violating any provision of Chapter 17.8 (§ 59.1-207.45 et seq.). For the purposes of this subdivision,  
148        "consumer transaction" also includes transactions involving an automatic renewal or continuous service offer  
149        by a supplier to a small business, as those terms are defined in § 59.1-207.45;

150        59. Violating any provision of subsection E of § 32.1-126;

151 60. Violating any provision of § 54.1-111 relating to the unlicensed practice of a profession licensed under  
152 Chapter 11 (§ 54.1-1100 et seq.) or Chapter 21 (§ 54.1-2100 et seq.) of Title 54.1;

153 61. Violating any provision of § 2.2-2001.5;

154 62. Violating any provision of Chapter 5.2 (§ 54.1-526 et seq.) of Title 54.1;

155 63. Violating any provision of § 6.2-312;

156 64. Violating any provision of Chapter 20.1 (§ 6.2-2026 et seq.) of Title 6.2;

157 65. Violating any provision of Chapter 26 (§ 6.2-2600 et seq.) of Title 6.2;

158 66. Violating any provision of Chapter 54 (§ 59.1-586 et seq.);

159 67. Knowingly violating any provision of § 8.01-27.5;

160 68. Failing to, in accordance with § 59.1-207.46, (i) make available a conspicuous online option to cancel  
161 a recurring purchase of a good or service or (ii) with respect to a free trial lasting more than 30 days, notify a  
162 consumer of his option to cancel such free trial within 30 days of the end of the trial period to avoid an  
163 obligation to pay for the goods or services;

164 69. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,  
165 that contains a synthetic derivative of tetrahydrocannabinol. As used in this subdivision, "synthetic  
166 derivative" means a chemical compound produced by man through a chemical transformation to turn a  
167 compound into a different compound by adding or subtracting molecules to or from the original compound.  
168 This subdivision shall not (i) apply to products that are approved for marketing by the U.S. Food and Drug  
169 Administration and scheduled in the Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit  
170 any conduct permitted under Chapter 16 (§ 4.1-1600 et seq.) of Title 4.1;

171 70. Selling or offering for sale to a person younger than 21 years of age any substance intended for human  
172 consumption, orally or by inhalation, that contains tetrahydrocannabinol. This subdivision shall not (i) apply  
173 to products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the  
174 Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter  
175 16 (§ 4.1-1600 et seq.) of Title 4.1;

176 71. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,  
177 that contains tetrahydrocannabinol, unless such substance is (i) contained in child-resistant packaging, as  
178 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  
179 inch, (a) that the substance contains tetrahydrocannabinol and may not be sold to persons younger than 21  
180 years of age, (b) all ingredients contained in the substance, (c) the amount of such substance that constitutes a  
181 single serving, and (d) the total percentage and milligrams of tetrahydrocannabinol included in the substance

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

190 72. Manufacturing, offering for sale at retail, or selling at retail an industrial hemp extract, as defined in  
191 § 3.2-5145.1, a food containing an industrial hemp extract, or a substance containing tetrahydrocannabinol  
192 that depicts or is in the shape of a human, animal, vehicle, or fruit;

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

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

205 75. Violating any provision of § 59.1-466.8;

206 76. Violating subsection F of § 36-96.3:1;

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

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

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

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

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

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

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

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

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

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

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

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

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

## CHAPTER 60.

## ARTIFICIAL INTELLIGENCE CHATBOTS ACT.

249      *§ 59.1-614. Definitions.*

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

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

"Companion chatbot" is a generative artificial intelligence system with a natural language interface that simulates a sustained human-like relationship with a user by doing any of the following: (i) retaining information on prior interactions or user sessions and user preferences to personalize the interaction and facilitate ongoing engagement with the companion chatbot; (ii) asking unprompted or unsolicited questions that go beyond a direct response to a user prompt; and (iii) sustaining an ongoing dialogue concerning matters personal to the user. "Companion chatbot" does not include a system that is used (a) by a partnership, corporation, or state or local government agency solely for customer service or to strictly provide users with information about available services or products provided by that entity, customer service account information, or other information strictly related to its customer service; (b) by a partnership or corporation solely for internal purposes or employee productivity; (c) primarily for customer service, a business' operational purposes, productivity, or analysis related to source information, internal research, or technical assistance; or (d) a bot that is a feature of a video game and is limited to replies related to the video game that cannot discuss topics related to mental health, self-harm, or sexually explicit conduct or maintain a dialogue on other topics unrelated to the video game.

**272** "Developer" means a person, partnership, corporation, deployer, or state or local governmental agency

273 *that designs, codes, substantially modifies, or otherwise produces a companion chatbot in the*  
274 *Commonwealth.*

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

278 *"Generative artificial intelligence system" means a class of artificial intelligence systems that emulates*  
279 *the structure and characteristics of input data to generate derived synthetic content, including images,*  
280 *videos, audio, text, and other digital content.*

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

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

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

285 **§ 59.1-615. Safety requirements for operators; companion chatbots and minors.**

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

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

290 *2. Offering mental health therapy to the minor user without the direct supervision of a licensed*  
291 *professional or discouraging the minor user from seeking help from a licensed professional or appropriate*  
292 *adult;*

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

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

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

298 *6. Prioritizing mirroring the minor's language or validating the minor user over the minor user's safety;*  
299 *or*

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

301 *B. An operator shall use commercially reasonable methods, such as a neutral age screen mechanism, to*  
302 *determine whether a user is a minor.*

303 *C. A user shall not be considered a minor for the purposes of subsection A if (i) prior to January 1, 2027,*

304 *the operator does not have actual knowledge that the user is a minor or (ii) beginning on January 1, 2027,*  
305 *the operator has reasonably determined that the user is not a minor.*

306 **§ 59.1-616. Disclosure and notice requirements for companion chatbots.**

307 *A. An operator shall (i) include a disclaimer to users of all ages that a companion chatbot is not a human*  
308 *via a static, persistent disclosure and (ii) notify a user via a pop-up, or other communication if a pop-up is*  
309 *not feasible, that the user is not engaging with a human counterpart at the following intervals:*

- 310 *1. Upon login to the companion chatbot;*
- 311 *2. Every 90 minutes of sustained user engagement; and*
- 312 *3. When prompted by the user.*

313 *B. No operator shall use any term, letter, or phrase in the advertising or interface that indicates or*  
314 *implies that any output data is being provided by a professional that is regulated by a licensed industry.*

315 **§ 59.1-617. Required mental health redirect.**

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

323 **§ 59.1-618. Data privacy requirements.**

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

327 **§ 59.1-619. Transparency requirements.**

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

331 *B. Operators shall publish safety test findings for any safety testing conducted in furtherance of*  
332 *§ 59.1-615.*

333 *C. Operators shall publish a semiannual report available to the public on the number of times (i) the*  
334 *chatbot provided information about suicide, self-harm, suicidal ideation, harming others, or illegal activity*

335 and (ii) a mental health redirect has been provided to users.

336 **§ 59.1-620. Enforcement; penalties.**

337 Any violation of this chapter shall constitute a prohibited practice under the provisions of § 59.1-200 and  
338 shall be subject to any and all of the enforcement provisions of the Virginia Consumer Protection Act  
339 (§ 59.1-196 et seq.).

340 **2. That the provisions of this act shall become effective on January 1, 2027.**