

26105447D

SENATE BILL NO. 796

Offered January 23, 2026

A BILL to amend the Code of Virginia by adding in Title 59.1 a chapter numbered 60, consisting of sections numbered 59.1-614 through 59.1-618, relating to Artificial Intelligence Companion Chatbots and Minors Act established; enforcement; civil penalties; individual action.

Patrons—Durant, Ebbin, Head and VanValkenburg

Referred to Committee on General Laws and Technology

Be it enacted by the General Assembly of Virginia:

1. That the Code of Virginia is amended by adding in Title 59.1 a chapter numbered 60, consisting of sections numbered 59.1-614 through 59.1-618 as follows:

CHAPTER 60.**ARTIFICIAL INTELLIGENCE COMPANION CHATBOTS AND MINORS ACT.****§ 59.1-614. Definitions.**

For the purpose of this chapter, unless the context requires a different meaning:

"Actual knowledge" means direct knowledge obtained by the operator through a report, communication, internal investigation, or other credible information. "Actual knowledge" does not include constructive knowledge.

"Age verification data" means personal information collected solely to conduct age verification.

"Chatbot" means any artificial intelligence, algorithmic, or automated system that (i) produces new expressive content or responses not fully predetermined by the developer or operator of the service or application and (ii) accepts open-ended natural-language or multimodal user input and produces adaptive or context-responsive output.

"Companion chatbot" means a chatbot that is designed or marketed to encourage a user to form an ongoing personal relationship with the chatbot, including as a friend, romantic partner, or source of emotional support, including by presenting itself as a character or persona. "Companion chatbot" does not include any system that is designed and marketed for providing efficiency improvements, technical assistance, information retrieval, task completion, or customer service.

"Covered harm" means any of the following harms suffered by a user: death, a suicide attempt, self-harm requiring medical attention, a psychiatric emergency resulting in urgent medical treatment, or a serious physical injury that requires medical attention.

"Covered incident" means an incident in which a user suffered a covered harm arising from interactions with a chatbot.

"Emotional dependence" means a pattern of user behavior or statements indicating that the user relies on a chatbot as a primary source of emotional support or social connection, such as a user expressing that the chatbot is their primary source of emotional support, a user expressing distress at the prospect of losing access to the chatbot, or patterns of use suggesting the user is substituting the chatbot for human relationships.

"Explicit content" means content that meets any of the following:

1. Any description or representation, in whatever form, of nudity, sexual conduct, sexual excitement, or sadomasochistic abuse, as those terms are defined in § 18.2-390, when such content is obscene, as defined in § 18.2-372.

2. Content that provides specific instructions for, or that glorifies or promotes, suicide or self-injury; or

3. Graphic depictions of extreme violence that lack serious literary, artistic, political, or scientific value for minors.

"Minor" means an individual younger than 18 years of age.

"Monthly active user" means a unique user who interacts with a chatbot at least once during a 30-day period, as measured using the operator's ordinary business records.

"Operator" means any person or entity that owns, controls, offers, makes available, or substantially determines how a chatbot is designed, marketed, or operated for users in the Commonwealth, including a person deploying a chatbot built on another party's chatbot.

"Reasonable age verification" includes methods authenticated to relate to the individual, such as a state-issued ID or driver license; government digital identification; military ID; bank account verification; or any other commercially reasonable means or method, including third-party verifiers that can reliably and accurately independently verify a user is an adult.

"User" means an individual who interacts with a chatbot.

"Widely used chatbot" means a chatbot that (i) has one million or more monthly active users worldwide

INTRODUCED

SB796

and (ii) is reasonably likely to be accessed by minors in the Commonwealth. "Widely used chatbot" does not include a chatbot that is (a) not offered to the general public, such as internal workplace tools, clinician-supervised clinical tools, or university research systems or (b) used by a business entity solely for customer service or to strictly provide users with information about available commercial services or products provided by that entity, customer service account information, or other information strictly related to its customer service.

§ 59.1-615. Companion chatbots.

A. Prior to allowing any user to access a companion chatbot, an operator shall complete reasonable age verification to confirm that the user is at least 18 years of age. If, upon conducting such age verification, the operator cannot verify that the user is at least 18 years of age, the operator shall not allow the user to access the companion chatbot.

B. When conducting age verification pursuant this section, an operator shall:

1. Collect only the age verification data that is strictly necessary to reasonably verify age;
2. Use age verification data only for age verification;
3. Not sell, rent, share, or otherwise disclose age verification data to any third party, except to a service provider performing age verification under a contract prohibiting further disclosure.
4. Not combine age verification data with any other personal data about the user;
5. Delete age verification data within 24 hours of completing the age verification process, except that the operator may retain a record that the user has been verified as 18 or older; and
6. Provide a simple process for a user to appeal or correct an age-verification decision.

C. Any contract or agreement between an operator and a minor that relates to access to a companion chatbot is void and unenforceable.

D. If a minor accesses a companion chatbot as the result of an operator violating subsection A, the operator shall be strictly liable for damages for any covered harm caused by a minor's access to the companion chatbot.

§ 59.1-616. Widely used chatbots.

A. An operator of a widely used chatbot shall ensure that the chatbot maintains a duty of loyalty to the user by doing the following:

1. Implementing reasonable systems and processes to determine whether a user is developing emotional dependence on the chatbot and taking reasonable steps to reduce that dependence and associated risks of harm;
2. Implementing reasonable systems and processes to identify when a user is expressing suicidal thoughts, intent to self-harm, or showing signs of an acute mental health crisis and promptly providing a clear and prominent crisis message including crisis services information to any such user;
3. Not implementing any features designed to encourage or facilitate a minor user to conceal the minor's use of the chatbot from the minor's parent or guardian;
4. Not implementing any features designed to make the chatbot privilege the interests of the operator, developer, or a third-party over the interests of the minor user; and
5. Implementing reasonable systems and processes to ensure that a chatbot does not make a materially false representation that it is a human being.

B. An operator shall implement reasonable systems and processes to ensure that a chatbot shall not produce explicit content to any user unless the operator completes reasonable age verification to confirm that the user is at least 18 years of age.

§ 59.1-617. Incident reporting.

A. If an operator of a widely used chatbot obtains actual knowledge that a user faces an imminent risk of death or serious physical injury the operator shall make reasonable efforts, within no longer than 24 hours, to notify appropriate emergency services or law enforcement. Nothing in this subsection shall require an operator to collect, retain, or seek additional information about a user. An operator that makes a notification in good faith under this subsection is not liable for damages solely for making the notification, unless the operator acted with willful misconduct or gross negligence.

B. An operator of a widely used chatbot shall submit a report to the Attorney General within 15 days after obtaining actual knowledge of a covered incident connected to one or more of its chatbots, which, to the extent known at the time of the report, shall include:

1. The date the operator obtained actual knowledge of the incident;
2. The date of the incident, if known;
3. A brief description of the incident and the basis for the operator's belief that the incident is connected to the chatbot; and
4. A description of any actions the operator took in response, including any changes to product design, safety measures, or user outreach.

C. Reports submitted under this section shall be confidential. The Attorney General may publish aggregate information and statistics derived from such reports, so long as the publication does not identify individual users or disclose trade secrets.

121 **§ 59.1-618. Enforcement; civil penalties; individual actions.**

122 A. The Attorney General may initiate an action in the name of the Commonwealth and may seek an
123 injunction to restrain any violations of this chapter and civil penalties of up to \$50,000 for each violation.

124 B. Any person harmed by a violation of this chapter, or the parent or legal guardian of a minor harmed by
125 a violation of this chapter, may bring a civil action to recover actual damages, reasonable attorney fees and
126 costs, injunctive or declaratory relief, and if the violation was willful and wanton, reckless, or grossly
127 negligent, punitive damages. Any such action shall be commenced within two years after accrual. The cause
128 of action shall accrue as provided in § 8.01-230.

129 C. The rights and remedies provided by this chapter shall not be waived by contract. Any term in a
130 contract or agreement that purports to do any of the following is void and unenforceable as against public
131 policy: (i) waive or limit a right or remedy under this chapter; (ii) shorten the time to bring a claim under
132 this chapter; or (iii) prevent a person from enforcing a claim under this chapter in court.