

## **Model Connected Consumer Product End of Life Disclosure Act, Created March 2025**

An Act to require manufacturers of connected consumer products to disclose for how long they will provide technical support, security updates, or bug fixes for the software, hardware, or firmware, necessary for the product to securely function. The Act will boost national security while also providing transparency around how long consumers can expect their connected devices to operate in a safe and secure manner.

Section 1. **Short title.** This Act may be cited as the “Connected Consumer Product End of Life Disclosure Act”.

Section 2. **Definitions.** In this Act:

- (a) “Connected consumer product ” means any device, or other physical object, that is intended for consumer use and is capable of connecting to the Internet, either directly or indirectly. The product includes the physical device, the mobile application and necessary cloud infrastructure.
- (b) “End of life” means the point at which the manufacturer ceases providing technical support, security updates, or bug fixes for the software, hardware, or firmware, necessary for the product to securely function, even if the product is still in use.
- (c) “End of sale” means the point at which a manufacturer stops selling the product. This time period should be no less than one year before the end of life.
- (d) “Firmware” refers to low-level software that is embedded into hardware devices. Firmware is a kind of software that provides the essential instructions needed for hardware to operate properly, acting as a middle layer between the hardware and higher-level software such as device operating systems or applications.
- (e) “Internet Service Provider” (ISP) refers to a company or organization that provides individuals and businesses with access to the internet via infrastructure and networking technologies that connect to the global internet. ISPs offer services such as broadband, fiber, DSL, and mobile data, often including email, and web hosting.
- (f) “Minimum guaranteed support time frame” means the minimum amount of time for which a company has publicly committed to providing technical support, security updates, or bug fixes for the software, hardware, or firmware, expressed as continuing until a specific date.
- (g) “Product web page” means a web page specific to the particular connected consumer product that contains features and information about the product.
- (h) “Security updates” means updates released to address vulnerabilities in the software, hardware, or firmware used by a connected consumer product.
- (i) “Vulnerability” means a flaw in the software, hardware, or firmware running on a connected consumer product that lessens the security and integrity of the software, hardware or firmware needed to operate the product.

Section 3. **Requirements.** For any connected consumer product manufactured after January 1, 2024 –

- (a) The manufacturer must clearly disclose a minimum guaranteed support time frame to prospective buyers at the point of sale where it has the ability to make disclosures to the consumer.
  - (i) The minimum guaranteed support time frame must not be inconsistent with reasonable consumer expectations about how long a product's features that depend upon Internet connectivity should last.
  - (ii) The minimum guaranteed support time frame for a product shall not be reduced after it is disclosed under this subsection. A manufacturer may extend the minimum guaranteed support time frame at any time by making a new disclosure under this subsection.
- (b) A manufacturer must provide clear, prominent language about the minimum guaranteed support time frame for the product on the product web page.
- (c) A manufacturer must provide a detailed account of the features and functionality lost when the product reaches its end of life on the product web page.
- (d) A manufacturer must provide advance notification of the decision to cease providing technical support, security updates, or bug fixes for the software, hardware, or firmware to the owners of the connected consumer product:
  - (i) six months before the product reaches end of life; and
  - (ii) on the date on which the product reaches end of life.
- (e) A manufacturer may communicate with connected consumer product owners through any or all of the following:
  - (i) An interface on the device or an associated application, if practicable, on the product web page, and otherwise through email when manufacturers possess such customer data.
- (f) Notifications about the end of life must include clear information about actions the user can take if they want to continue using the product in a secure manner, including disconnecting it from the internet, and provide a list of features lost, and vulnerabilities and security risks that are likely to result from the end of life.
- (g) Internet service providers (ISPs) that lease or otherwise provide connected consumer products to their customers shall be responsible for:
  - (i) Ensuring that said products connected to their networks receive and apply security patches
  - (ii) Removing said products that have been declared “end of life” and replacing them with comparable products capable of receiving software updates and security patches at no cost to the customer.

Section 4. **Enforcement by Attorney General.** A violation of any of the provisions of this Act is an unlawful practice under the [cite to relevant state fraudulent and deceptive practices act]. All remedies, penalties, and authority granted to the Attorney General by that Act shall be available to him or her for the enforcement of this Act.

Section 5. **Enforcement by Individuals.** Any person who suffers damage as a result of a violation of any of the provisions of this Act may bring an action to recover:

- (a) actual damages, which include:
  - (1) direct costs of product repair or replacement;
  - (2) costs of alternative products during repair;
  - (3) transportation and shipping costs;
  - (4) consequential damages from product failure;
  - (5) lost wages from time taken for repairs;
  - (6) other documented monetary losses;
- (b) reasonable attorney's fees and costs;
- (c) and injunctive relief.