

Section 1. **Short title.** This Act may be cited as the [name] 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 a necessary update or support for a connected consumer product, even if the product is still in use.
- (c) “Firmware” refers to low-level software that is embedded into a hardware device. Firmware is software that provides essential instructions needed for hardware to operate properly, acting as a middle layer between the hardware and higher-level software such as a device operating system or an application.
- (d) “Minimum guaranteed support time frame” means the minimum amount of time for which a company has publicly committed to provide all necessary updates and support to a connected consumer product, expressed as a specific date for the end of the time frame.
- (e) “Product update” means an update, other than a security update, released for a connected consumer product to address effectively a flaw in the software, hardware, or firmware running on the product that interferes with the full functioning of the product.
- (f) “Product web page” means a web page specific to the particular connected consumer product that contains information about the product and its features.
- (g) “Support” means service to ensure that a connected consumer product continues to fully function and to provide information and guidance to consumers regarding proper use of the product.
- (h) “Security update” means an update released for a connected consumer product to address effectively a vulnerability in the software, hardware, or firmware running on the product.
- (i) “Vulnerability” means a flaw in the software, hardware, or firmware running on a connected consumer product that lessens the security or integrity of the product.
- (j) “Update” means a product update or a security update.

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

- (a) The manufacturer shall clearly and prominently disclose a minimum guaranteed support time frame to prospective buyers, in all of the following ways:
 - (1) disclosing on the product web page;
 - (2) disclosing at the point of sale, in a manner reasonably designed to reach the attention of the prospective buyer, if the manufacturer has the ability to make the disclosure directly to prospective buyers at the point of sale;
- and

- (3) if the manufacturer does not have the ability to make the disclosure directly to prospective buyers at the point of sale, disclosing to the retailer with instructions to disclose to prospective buyers at the point of sale.
- (b) The minimum guaranteed support time frame shall not be inconsistent with reasonable consumer expectations about how long the product's features that depend upon Internet connectivity will continue to function safely and effectively.
- (c) The minimum guaranteed support time frame for the product shall not be reduced after it is first disclosed under subsection (a). A manufacturer may extend the minimum guaranteed support time frame at any time, in the manner described in subsection (a).
- (d) The disclosure described in subsection (a) shall also include a detailed account of the features and functionality that will be lost or compromised when the product reaches end of life.
- (e) The manufacturer shall provide advance notification of the product's end of life to the public and to owners of the product –
 - (1) six months before the product reaches end of life; and
 - (2) on the date on which the product reaches end of life.
- (f) Notifications about the product's end of life shall include clear information about actions consumers can take if they want to continue using the product in a secure and effective manner, and shall provide a list of features lost in, and security risks that are likely to result from, the product's end of life.
- (g) The manufacturer shall not sell, lease, or otherwise distribute the product after the date that is one year before the minimum guaranteed support time frame end date for the product.
- (h) A business that owns or controls a connected consumer product that it leases or otherwise provides to its customers as part of a service shall –
 - (1) ensure that updates provided by the manufacturer for the product are promptly received and applied;
 - (2) when the product has reached end of life –
 - (A) promptly so notify customers; and
 - (B) replace the product, at no additional cost to customers, with a comparable product capable of receiving necessary updates and support, when such comparable product is reasonably available to the business, and so notify customers.

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;
- (c) reasonable attorney's fees and costs; and
- (d) injunctive relief.