

## Missouri

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### Are mandatory arbitration provisions recognized in your state? If so, are there any limitations to its enforcement?

Mandatory arbitration provisions are generally recognized in Missouri. Arbitration is governed by the Missouri Uniform Arbitration Act (MUAA)<sup>i</sup>, and the Federal Arbitration Act (FAA)<sup>ii</sup>.

The MUAA mandates that each contract containing an arbitration clause have a specific notice in the contract.<sup>iii</sup> “Each contract . . . shall include adjacent to, or above, the space provided for signatures a statement, in ten-point capital letters, which read substantially as follows: ‘THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.’”<sup>iv</sup> This provision is meant to notify the parties that their contract includes a provision for arbitration.

Arbitration agreements must have an offer, acceptance, and consideration.<sup>v</sup>

Any factual dispute concerning the existence of an arbitration provision must be properly raised at the trial court level.<sup>vi</sup>

### What is your state’s law, if any, regarding gift cards, subscription services and loyalty programs?

The sale of gift cards to the consumer represents a sale of intangible property (as a cash equivalent) and is not subject to sales tax.<sup>vii</sup>

Under the Missouri Uniform Disposition of Unclaimed Property Act, Mo Rev. Stat. § 447.500 *et seq.*, gift certificates escheat as intangible property if unclaimed for five years.<sup>1</sup> Gift certificates that are redeemable in merchandise only shall be reportable at a rate equal to sixty percent of their respective face value. The state treasurer shall reimburse the owner the full face value.<sup>2</sup>

### What is your state’s law, if any, regarding safeguarding consumer credit card or other private data (i.e., cyber security)?

Cybersecurity in Missouri is governed by the “Missouri Cybersecurity Act” which established a “Missouri Cybersecurity Commission” to identify risks and vulnerability within the critical infrastructure regarding cyber-attacks and advise and make recommendations to the governor for working offensively against cyber threats.<sup>viii</sup>

The “Credit User Protection Law” dictates the confidential and secure handling of credit

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<sup>1</sup> Mo. Rev. Stat. §§ 447.505(5), 447.535, 536

<sup>2</sup> *Id.*

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card information.<sup>ix</sup> Specifically, the law mandates that “[n]o person, other than the cardholder, shall disclose more than the last five digits of a credit card account number on any sales receipt provided to the cardholder for merchandise sold in [the] state.”<sup>x</sup>

In addition, consumer credit reporting law includes a notice requirement indicating a consumer “[has] a right to place a ‘security freeze’ on [their] credit report, which will prohibit a consumer credit reporting agency from releasing information in [their] credit report without [their] express authorization.”<sup>xi</sup>

### What is your state’s law, if any, regarding the collection and handling of financial information?

The “Missouri Right to Financial Privacy Act,” (MRFPA) governs access and disclosure of financial information pertaining to credit information, credit rating information, and credit reporting.<sup>xii</sup> The MRFPA provides that no governmental authority may have access to...information contained in the financial records of any customer unless the financial records are reasonably described, and the customer has consented to the disclosure or a subpoena or written request comporting with MRFPA is issued for the records.<sup>xiii</sup>

Any financial institution or an agency or department of the state of Missouri obtaining or disclosing financial records or information contained in violation of the MRFPA is liable to the customer for: (1) One thousand dollars, without regard to the volume of records involved; (2) Any actual damages sustained by the customer as a result of the disclosure; and (3) In the case of any successful action, the costs of the action together with reasonable attorney’s fees.<sup>3</sup>

A government authority may obtain financial records pursuant to a subpoena if: (1) There is reason to believe that the records sought are relevant to a government investigation; and (2) A copy of the subpoena has been served upon the customer or mailed to his last known address on or before the date on which the subpoena is served on the financial institution together with language provided in Mo. Rev. Stat. § 408.683(2).

Requirements for financial institutions parallels the federal Gramm-Leach-Bliley Financial Modernization Act of 1999, “GLBA” and governs the disclosure of nonpublic personal information to a nonaffiliated third party.<sup>xiv</sup>

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<sup>i</sup> Mo. Rev. Stat. §§ 435.350 *et seq*

<sup>ii</sup> 9 U.S.C. §§ 1 *et seq*

<sup>iii</sup> Mo. Rev. Stat. § 435.460

<sup>iv</sup> *Id*

<sup>v</sup> See, *Trunnel v. Missouri Higher Ed. Loan Authority*, 635 S.W.3d 193 (Mo. Ct. App. 2021)

<sup>vi</sup> See, *Bridgecrest Acceptance Corporation v. Donaldson, et al.*, 648 S.W.3d 745 (Mo. 2022)

<sup>vii</sup> 2012 Mo. Tax Ltr. Rul. LEXIS 35.

<sup>viii</sup> Mo. Rev. Stat. § 650.125

<sup>ix</sup> Mo. Rev. Stat. § 407.430 *et seq*.

<sup>x</sup> Mo. Rev. Stat. § 407.433

<sup>xi</sup> Mo. Rev. Stat. § 407.1382

<sup>xii</sup> Mo. Rev. Stat. § 400.675 *et seq*.

<sup>xiii</sup> See, *State v. Plunkett*, 473 S.W.3d 166, 175 n.8 (Mo. Ct. App. 2015) (citing Mo. Rev. Stat. § 408.677)

<sup>xiv</sup> Mo. Rev. Stat. § 362.422

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<sup>3</sup> Mo. Rev. Stat. § 408.696