

ADMINISTRATIVE PANEL DECISION

Travellers Exchange Corporation Limited v. WhoisGuard, Inc. / Lord Oxford Case No. D2018-1340

1. The Parties

The Complainant is Travellers Exchange Corporation Limited of London, United Kingdom of Great Britain and Northern Ireland (“United Kingdom” or “UK”), represented by Dechert, United Kingdom.

The Respondent is WhoisGuard, Inc. of Panama / Lord Oxford of Brisbane, Australia, self-represented.

2. The domain names and Registrars

The disputed domain names <travelex.express>, <travelex.finance>, <travelex.limited>, and <travelex.loans> are registered with Uniregistrar Corp (“Uniregistrar”).

The disputed domain name <travelex.press> is registered with NameCheap, Inc. (“NameCheap”). Collectively, both registrars will be referred hereinafter as the “Registrars”.

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on June 15, 2018. Later, on June 15, 2018, the Center transmitted, by email, to the Registrars a request for registrar verification in connection with the disputed domain names. Subsequently, on June 15, 2018, the Registrars transmitted by email to the Center their verification responses collectively confirming that the Respondent Lord Oxford is listed as the registrant for all the disputed domain names and providing the contact details. On June 25, 2018, the Center requested the Complainant submit an amendment to the Complaint. In response, on June 29, 2018, the Complainant filed an amended Complaint with the Center.

The Center verified that the Complaint satisfied the formal requirements of the Uniform Domain Name Dispute Resolution Policy (the “Policy” or “UDRP”), the Rules for Uniform Domain Name Dispute Resolution Policy (the “Rules”), and the WIPO Supplemental Rules for Uniform Domain Name Dispute Resolution Policy (the “Supplemental Rules”).

In accordance with the Rules, paragraphs 2 and 4, the Center formally notified the Respondent of the Complaint and that this proceeding commenced on July 2, 2018. In accordance with the Rules, paragraph 5, the Center set the due date for Response to July 22, 2018. The Center received seven informal

communications from the Respondent between June 26, 2018 and July 26, 2018, but did not receive a substantive response.

The Center appointed Peter L. Michaelson as the sole panelist in this matter on August 1, 2018. The Panel finds that it was properly constituted. The Panel has submitted the Statement of Acceptance and Declaration of Impartiality and Independence, as required by the Center to ensure compliance with the Rules, paragraph 7. Due to exceptional circumstances, the due date for the Panel's decision to be submitted to the Center was extended from August 15, 2018 to August 29, 2018.

4. Factual Background

As reflected in the registration records for the five disputed domain names in the public Whois database (a copy of these records appears in Annex A to the Complaint), four of these disputed domain names, specifically: <travelex.express>, <travelex.finance>, <travelex.limited> and <travelex.loans>, were all registered on June 23, 2017 with those registrations having expired on June 23, 2018; and the remaining disputed domain name <travelex.press> was registered on June 15, 2017 with that registration having expired on June 15, 2018.

A. The Complainant's TRAVELEX marks (collectively the "TRAVELEX Marks")

As indicated in the Complaint, the Complainant owns numerous national and international trademark registrations worldwide, including in Australia, for the term "TRAVELEX" in block letters. The Complainant has provided, in Annex D to the Complaint, a listing of its global portfolio of trademark registrations and in Annex E to the Complaint, print-outs from the websites of the US Patent and Trademark Office (USPTO), the UK Intellectual Property Office (UKIPO), and the European Union Intellectual Property Office (EUIPO), of the registration records of its registrations in respectively the US, UK, and European Community. Pertinent details of a small representative sample of the Complainant's registrations are as follows:

- (i) TRAVELEX (word)
Australia registration: 663330
Registered: November 28, 1997; Filed: June 6, 1995

This mark is registered for use in connection with: "Money exchange services" in international class 36.

- (ii) TRAVELEX (word)
United Kingdom Registration No.: 2207981
Registered: February 4, 2000; Filed: September 8, 1999

This mark is registered for use in connection with: "Periodical publications, books, index cards, transfers (decalcomanias); credit cards, debit cards; charge cards; cheque guarantee cards, cards and other apparatus used in relation to the electronic transfer of funds and other financial transactions; travellers' cheques, cheque books, money orders; adhesive materials (stationery); writing instruments and writing apparatus and parts of such apparatus", all in international class 16.

- (iii) TRAVELEX (word)
United Kingdom Registration No.: 1343462;
Registered: September 20, 1991; Filed: May 4, 1988

This mark is registered for use in connection with: "Insurance and financial services, all relating to travel", in international class 36.

- (iv) TRAVELEX (word)
United States Registration No. 1694803

Registered: June 16, 1992; Filed: May 8, 1990

This mark is registered for use in connection with: "Travel insurance services; namely, travel agency and/or travel underwriting services, currency exchange services, banking services, credit card services, travellers' cheques issuance and redemption services, information services in the nature of rates of exchange, money transmission services and 'VAT' refund services", all in international class 36. This registration claims that, in conjunction with these services, first use of the mark and its first use in commerce occurred on June 30, 1985 and April 17, 1989, respectively.

B. The Parties and their interactions

The Complainant is part of the Travelex group of companies ("Travelex"). Travelex is an international retail foreign exchange and money transfer service provider. It currently serves approximately 37 million customers annually and operates, across 30 countries, with approximately 1,250 automated teller machines (ATMs) and over 1,500 branded retail branches. Travelex has been operating a currency exchange business since 1976.

Travelex has widely advertised its goods and services worldwide under the mark TRAVELEX including to the public through print media (newspapers and magazines), billboards, television and over the Internet. Travelex also engages in significant sponsorship activity under the mark and has sponsored world famous sports stars and sports teams as well as cultural institutions.

Travelex has been recognized for the quality of its products and services and has received numerous awards and nominations, including the following: "Best Prepaid Marketing Campaign" award for the Travelex Limited Edition Royal Wedding Prepaid Card at the Prepaid 365 Awards 2012; "Best FX Product Award" at the Australian Banking & Finance's Corporate and Business Banking Awards 2010; "Best Travel Campaign Award" at the New Media Age Awards 2010; "Best International Prepaid Program" and the "Best Corporate Prepaid Program" awards at the 2009 Prepaid Awards; and has been a finalist of the "Best Prepaid Product of the Year" award at the Card and Payments Awards 2016.

For the year ended December 31, 2016, Travelex had global revenue that exceeded GBP 777.5 million. Additional information about Travelex can be found at its websites located at <www.travelex.com>, <www.travelex.co.uk>, and <www.travelex-corporate.com>.

On February 2, 2018, the Complainant's solicitors sent a cease and desist email letter to the Respondent requesting the Respondent to transfer all five disputed domain names to the Complainant. On February 16, 2018, the Complainant's solicitors received a response from the Respondent through which the Respondent claimed not to have received any letter from the solicitors and stated, *inter alia*, that the solicitors had been "hired by Travelex uk Ltd to purchase or to steal domains from me" and inquired whether those solicitors were "asked to steal from, bully, threaten or frighten me, for Example" [sic]. Later, on February 16, 2018, the solicitors sent a second email to the Respondent confirming their role as representing the Complainant. Subsequently, on March 12, 2018, the Respondent further responded, by email, to the February 2nd letter asking whether the solicitors, planned "to obtain them [the domain names] as your rights as an authorized thief?" and stated "Perhaps You have already decided to declare war on me, without any reason for me to be your enemy. I am not unless you make it so...". Moreover, through the March 12th email, the Respondent asked whether the Complainant was interested in purchasing 4 of the disputed domain names <travelex.express>, <travelex.finance>, <travelex.limited>, and <travelex.loans>, and, if so, whether the Complainant wished to make an offer or for the Respondent to name a price. The Complainant's solicitors did not respond to the March 12th message. On May 20, 2018, the Respondent sent another email to the Complainant's solicitors through which the Respondent implicitly offered to sell the fifth disputed domain name <travelex.press> to the Complainant "if the price is right". A copy of all this correspondence appears in Annex G to the Complaint.

Prior to the Complainant's February 2nd letter, the disputed domain names did not resolve to any operational websites. Shortly after the Respondent received that letter, the Respondent started using the names

<travelex.press>, <travelex.finance>, <travelex.loans>, and <travelex.express> to address corresponding websites which all provided, through a single webpage on each site, the same content, a screenshot from each of the corresponding web pages of those sites appears in Annex H to the Complaint. Some of that content is directed against the Complainant and bankers in general, including on the home page a reference to the Complainant as “A seedy, puffed up vainglorious pseudo banker” as “900 lawyers and a rich London quasi banking ‘practices’ make a few people rich by blatant theft from many ‘marks’ or ‘customers’” [sic]. The home page also contains a disclaimer in the middle of the page and in red font which states: “This site is NOT related to Travelex UK Limited”. The Respondent’s website resolvable through <travelex.limited> carries the caption at the top of its sole page “New Website. Coming shortly – temporarily housed here”. While this page does not mention the Complainant, it included disjointed and unclear content apparently concerning general societal risks resulting from overpopulation. Subsequently, the Respondent apparently changed the content provided by all these websites to an identical webpage as described next.

The Respondent, to the extent noted in his informal communications to the Center, very briefly alludes to a transportation system he conceived stating:

“... www.Kiribus.com – It’s spoken that way but spelt Kiribati, formerly “the Gilbert islands” - a 5th world nation (5th out of 5) most remote, in the centre of the Pacific with a PEAK height above high tide of THREE metres, and an average of ONE metre.

Population there already very overcrowded and doubling in just 20 years. Main or Only export is “CUPRA” which is the “Meat” of coconuts.

The devices described on www.TravelEx.press are one of many designs to relieve its MECHANICAL (engineering) problems, and may help them solve their VITAL social (overpopulation) problem and gain 2nd world status in a reasonable time, as an example to the rest of us in the (apparently) less threatened world.. of how the awful future we choose to ignore that we are creating can be lessened by clearer thinking and caring actions” [sic].

Currently, all of the Respondent’s websites appear to contain the same content. Some of this content is highly disparaging of the Internet Corporation for Assigned Names and Numbers (“ICANN”) and the Complainant’s solicitors, while the rest constitutes a few paragraphs which appear to describe this system, but only in terms of providing a broad high-level conceptual overview, including, among other information, it being based on 3- or 4-wheeled autonomously-operated vehicles traveling within a tube connecting various locations.

The Respondent, operating under different aliases, has previously been involved as respondent in nine prior UDRP proceedings resulting from abusive registration of domain names that included third-party marks or confusingly similar variants thereof, namely: *The Chancellor, Masters and Scholars of the University of Oxford v. DR Seagle*, WIPO Case No. D2000-0308; *The Chancellor, Masters and Scholars of the University of Oxford v Dr Seagle t/a Mr. Oxford-University*, WIPO Case No., D2001-0746; *Macquarie Bank Limited v. Robert Seagle aka Oxford University*, WIPO Case No. D2003-0374; *Macquarie Bank Limited v. Mike Smith*, WIPO Case No. D2003-0890; *Westpac Banking Corporation v. Sir Oxford University aka David Seagle Doc Seagle and Mr Oxford University*, WIPO Case No. D2003-0250; *Harvey Norman Retailing Pty Ltd v Oxford-University*, WIPO Case No. D2000-0944; *Deutsche Lufthansa AG v. David Seagle using the alias “Lord Oxford”*, WIPO Case No. D2009-1329; and *Commonwealth Bank of Australia v. WhoisGuard Protected, WhoisGuard, Inc. / Lord Oxford*, WIPO Case No. D2018-0769.

5. Parties’ Contentions

A. Complainant

(i) Identical or Confusingly Similar

The Claimant contends that each of the disputed domain names is identical or confusingly similar to its mark TRAVELEX.

Specifically, each name contains this mark to which a corresponding and different generic Top-Level Domain (“gTLD”) “.express”, “.finance”, “.limited”, “.loans”, and “.press”, has been appended. As gTLDs are generally ignored for purposes of assessing identity, each of these names is identical to the mark TRAVELEX.

Alternatively, as each of these gTLDs is applicable to and generally describes the services offered by the Complainant and “would be expected to be used by, or in relation to the Complainant” and thus serves to reinforce the Complainant as a source of these services in the minds of its Internet users and customers, none of these gTLDs imparts any distinctiveness, let alone sufficient, to the corresponding domain name to effectively prevent that name from confusing those users and customers. Hence, the Complainant implicitly alleges that each of these names is also confusingly similar to the Complainant’s mark TRAVELEX.

Thus, the Claimant believes that it has satisfied the confusing similarity/identity requirement in paragraph 4(a)(i) of the Policy.

(ii) Rights or Legitimate Interests

The Complainant contends that, for either of two reasons, the Respondent has no rights or legitimate interests in any of the disputed domain names pursuant to paragraphs 4(a)(ii) and 4(c) of the Policy.

Specifically, the Respondent is neither licensed nor otherwise authorized by the Complainant to use any of its TRAVELEX Marks, including in a domain name. As the Complainant has been in business for 41 years prior to the dates in June 2017 when the Respondent registered each of the disputed domain names, it is reasonable to assume that the Respondent did not independently conceive of the term TRAVELEX but was well aware of the Complainant and its rights and reputation in its mark TRAVELEX and, in spite of that knowledge, chose to use that mark solely and in its entirety as a second level domain in each of the disputed domain names. Thus, the Complainant implicitly alleges that, in light of its long established rights and reputation in its TRAVELEX Marks, the Respondent was never commonly known by any of the disputed domain names and could never be, thus failing to qualify under paragraph 4(c)(ii) of the Policy.

Furthermore, as the Respondent was never authorized to use the mark TRAVELEX, then its use, which incorporates the Complainant’s mark in its entirety as the complete second level domain of each of the disputed domain names, takes unfair advantage of the Complainant’s rights in that mark and misleadingly diverts users from the Complainant’s website to the Respondent’s corresponding website. Such use can never qualify, under paragraph 4(c)(iii) of the Policy, as either a legitimate noncommercial or a fair use of the names without intent for commercial gain to misleadingly divert consumers or tarnish the Complainant’s TRAVELEX Marks. Even a general right of the Respondent to make legitimate criticism under paragraph 4(c)(iii) of the Policy does not necessarily extend to its registering or using domain names (ignoring their gTLDs) that are identical to the Complainant’s mark, as here.

Consequently, under the present facts of record, there is simply no plausible actual or contemplated use by the Respondent of any of the present disputed domain names that would be legitimate under paragraph 4(c) of the Policy.

(iii) Registered and Used in Bad Faith

The Complainant also contends that, for various reasons, the Respondent has registered and is using each of the disputed domain names in bad faith in violation of paragraph 4(a)(iii) of the Policy.

Specifically, the Respondent registered the names primarily for the purpose of disrupting the Complainant’s

business, thus violating paragraph 4(b)(iii) of the Policy. The Respondent must have been aware of the Complainant's mark TRAVELEX and its rights in its mark at the time he registered all the names. By incorporating that mark within the second level domain of each of the names, the Respondent intended to and did exploit the substantial worldwide reputation which the Complainant established in that mark for the Respondent's own pecuniary benefit to the Complainant's detriment by likely causing Internet users to believe that they have reached a website associated with the Complainant when, in actuality, they were diverted to the Respondent's corresponding site instead. This diversion effectively denied the Complainant from having received this Internet traffic and having transacted business with corresponding senders, thus injuring the Complainant's online business.

Further, in contravention of paragraph 4(b)(i) of the Policy, the Respondent also registered the names with the intention of selling them to the Complainant at a sum exceeding the Respondent's out of pocket costs of registration. This is evidenced by the Respondent's March 12, 2018 email to the Complainant's solicitors asking "Are you interested in purchasing some domains? Such as (The 'domain names') in the subject line?", "Do you wish to make an offer, or do you wish me to name a price?" and "other names like www.TransferEx.press may be bonza alternatives to buy or share with me, or advertise on" and also stating in May 20, 2018 to those solicitors "I am open to negotiation... will sell it, if the price is right".

In addition, the Respondent has engaged in a pattern of abusive registrations and bad faith conduct, as reflected in nine prior UDRP decisions involving the Respondent.

Consequently, it is inconceivable that the Respondent chose the disputed domain names for any reason other than to illicitly exploit the Complainant's rights in its mark TRAVELEX for the Respondent's own pecuniary gain and to the ultimate detriment of the Complainant.

While each of the Respondent's websites includes a disclaimer of any affiliation with the Complainant, that disclaimer is insufficient to negate the overall nature of the Respondent's bad faith and moreover is a tacit admission by the Respondent that his use of the names may likely cause confusion of Internet users. See WIPO Overview of WIPO Panel Views on Selected UDRP Questions, 3rd Edition ("WIPO Overview 3.0"), paragraph 3.7.

B. Respondent

Throughout this proceeding, the Respondent submitted several email communications to the Center, all of which were carefully reviewed by the Panel. These communications basically contained commentary disparaging to the Complainant, its solicitors, and bankers in general and also, in some instances, content concerning various environmental and social issues. All these communications were completely devoid of a response, substantive or otherwise, to any of the specific allegations made by the Complainant for each element of paragraph 4(a) of the Policy. Thus, the Respondent failed to contest any of the allegations made by the Complainant. Accordingly, the Panel accepts and so bases its decision on the undisputed allegations which the Panel finds are not inherently implausible.

6. Discussion and Findings

A. Identical or Confusingly Similar

The Panel finds that each of the five disputed domain names is, for all practical purposes, identical to the Complainant's mark TRAVELEX.

The only difference between each of the disputed domain names and the mark is merely the appending of a corresponding one of the gTLDs ".express", ".finance", ".limited", ".loans", and ".press", to the mark, with this addition generally being ignored in assessing confusing similarity/identity. Well-established UDRP precedent holds that "the addition of a gTLD, the deletion of spaces or other such trifling changes are utterly

de minimus, if not completely irrelevant, in assessing confusing similarity/identity and thus are typically ignored". See, e.g., *Jelani Jenkins v. Amy Lewis*, WIPO Case No. D2014-0695.

Hence, the Complainant has satisfied its burden under UDRP paragraph 4(a)(i).

B. Rights or Legitimate Interests

Based on the evidence of record here, the Panel finds that no basis exists which would appear to legitimize a claim of rights or legitimate interests by the Respondent to any of the disputed domain names under paragraph 4(c) of the Policy.

The Complainant has never authorized the Respondent to utilize any of the Complainant's TRAVELEX Marks and does not have any relationship, affiliation or connection whatsoever with the Respondent.

Further, with respect to paragraph 4(c)(i) of the Policy, the Respondent does not now use nor has it ever made any demonstrable preparations to use any of the disputed domain names in conjunction with a *bona fide* offering of any goods or services. Based on the facts of record, particularly the screen-shots provided in Annex H to the Complaint of the Respondent's websites, there is no evidence that the Respondent is offering any goods or services through any of its corresponding websites or has made any demonstrable preparations to do so. Rather, these sites provide commentary that disparages the Complainant, its solicitors and apparently bankers in general, and also commentary concerning various environmental and social issues. Thus, the Respondent's use of the names fails to qualify under paragraph 4(c)(i) of the Policy.

Moreover, as to paragraph 4(c)(ii) of the Policy, the record is entirely devoid of any evidence which reflects that the Respondent is currently or has ever been commonly known by any of the disputed domain names or any of the Complainant's TRAVELEX Marks. Given that the notoriety and consequently substantial reputation that the Complainant has acquired in the mark TRAVELEX since it first registered that mark on November 28, 1997 in Australia (where the Respondent Lord Oxford is located) and earlier elsewhere in the world – that date being approximately 20 years prior to the dates in June 2017 on which the Respondent registered the disputed domain names, the Respondent could not legitimately acquire such a public association or even an association with any mark similar to any of those of the Complainant – at least for the services provided by the Complainant under any of its TRAVELEX Marks – without interfering with the exclusive trademark rights of the Complainant. See, e.g., *Covestro Deutschland AG v. Kay Mone / KMN INC.*, WIPO Case No. D2018-0145; *Alstom v. Zahir Khan, Palki Event Inc.*, WIPO Case No. D2017-1124; *Philip Morris USA Inc. v. Daniele Kanai, iKiss LLC*, WIPO Case No. D2015-1527; *Valero Energy Corporation and Valero Marketing and Supply Company v. Lisa Katz, Domain Protection LLC / Domain Hostmaster, Customer ID: 62520014085963*, WIPO Case No. D2015-0787.

Lastly, the Respondent's current use of the disputed domain names, certainly in a manner that commercially benefits himself, is neither noncommercial nor reflective of fair use within the meaning of paragraph 4(c)(iii) of the Policy. Specifically, if the Respondent truly intended to provide a website solely to provide commentary critical of the Complainant or its solicitors, or for that matter any other topic including societal risks resulting from overpopulation or his conception of a future transportation system, the Respondent would not need to register numerous domain names to do so and ultimately post highly similar, if not now identical, content to the corresponding websites. The content which the Respondent originally posted at four of these sites – though after he received notification of the present dispute – was highly disparaging of the Complainant and its solicitors. Sometime later, the Respondent changed the content at all sites to describe a common high-level conceptual description of his transportation system, without any specific mention of the Complainant but still disparaging its solicitors. The Panel views the Respondent's actions in successively changing the content of its websites, resolvable through all the disputed domain names, as merely pretextual attempts to disguise, through a superficial veneer of providing legitimate noncommercial content, the Respondent's true intent of profiting from the sale of these names. This intent becomes rather evident to the Panel by the Respondent's actions of having registered multiple domain names and, as discussed in the

section on bad faith registration and use below, soliciting an offer from the Complainant to purchase the names from the Respondent specifically, at least in the case of one name, "*if the price is right*". This clearly shows the Respondent's intent in registering the names was not to use any of them primarily as a vehicle in posting noncommercial, even derogatory, content that would qualify under paragraph 4(c)(iii) of the Policy, but rather to profit from eventually selling one or more of these names to the Complainant for a sum sufficiently exceeding the Respondent's own out of pocket costs of registration. Exploiting the names in this manner cannot and does not qualify under paragraph 4(c)(iii) as a legitimate noncommercial or fair use of any of the names without intent for commercial gain.

Consequently, the Respondent does not satisfy any of paragraphs 4(c)(i), (ii) and (iii) of the Policy and thus has no rights or legitimate interests in any of the disputed domain names under paragraphs 4(a)(ii) and 4(c) of the Policy.

C. Registered and Used in Bad Faith

The Panel finds that the Respondent's actions, with respect to each of the disputed domain names, constitute bad faith registration and use.

Given that the Complainant started its business approximately 41 years prior to the dates in June 2017 on which the Respondent registered the disputed domain names and the Complainant's trademark registrations for its TRAVELEX Marks predate those dates by approximately 20 years and, over those years, have acquired substantial worldwide reputation and goodwill, including in Australia, the Panel is left with only one plausible finding and so finds: the Respondent was well aware, prior to having registered each of the names, of the Complainant and its mark TRAVELEX, the considerable recognition which that mark acquired and the exclusive rights which the Complainant then held in that mark.

Yet, in spite of that knowledge, the Respondent deliberately registered each of the disputed domain names for its potential to cause confusion of Internet users which, in turn, might well motivate and ultimately compel the Complainant to purchase the names from the Respondent at a price likely well in excess of the Respondent's out of pocket costs of registering them. The record is replete with instances, from the correspondence between the Respondent and the Complainant's solicitors, where the Respondent, though without having put forth an express offer at a sum certain to sell the names, made sufficient intimations and solicitations, as thinly disguised as they were – if at all, to the Complainant for it to make such an offer to purchase the names or for it to ask the Respondent to propose such a price that the Respondent's true intent in registering and then using all the names was eminently clear: to sell them to the Complainant at a sufficient profit – as no other party could legitimately use those names without potentially violating the Complainant's exclusive rights in its mark TRAVELEX. Thus, the Complainant violated paragraph 4(b)(i) of the Policy.

The Panel, after considering the Respondent's conduct of record in its entirety, finds that, as discussed above, the overall current content of the Respondent's websites is merely a pretext contrived to provide a superficial, though mistaken, veneer of legitimacy to disguise the Respondent's true goal of exploiting the disputed domain names for its own pecuniary gain to the detriment of the Complainant. The Respondent's inclusion of its disclaimer into an earlier version of all its websites but only after having received notice of this dispute from the Complainant's solicitors, not only is ineffective as occurring too late, but also is another indication of the Respondent's knowledge at the time and functions as an implicit admission thereof that he was well aware of the Complainant's mark TRAVELEX and the confusion he was then intentionally causing in an effort to commercially exploit the disputed domain names for his own pecuniary gain at the expense of the Complainant.

Thus, the Respondent's conduct in registering and using the disputed domain names violates paragraphs 4(b)(i) and 4(b)(iv) of the Policy,

Further, it appears to the Panel, also from the Respondent's correspondence with the Center, that the Respondent, having sharply inveighed against the Complainant's solicitors to the point of disparaging their role here, views their actions, in conjunction with this administrative process, as apparently an effort designed to steal or otherwise illicitly take the disputed domain names from him without providing due compensation in return. The Panel reminds the Respondent that, through his act of registering each of the disputed domain names, he agreed that his registration would be subject, under the Policy, to possible future challenge, brought through a mandatory administrative proceeding, by any third-party trademark rights holder which then believed that its rights would be adversely impacted by the registration. Under paragraph 4(b)(i) of the Policy, the Respondent, during his correspondence with the Complainant's solicitors, could have lawfully requested the Complainant to reimburse all of the Respondent for all of the latter's documented out-of-pocket costs expended in registering all five disputed domain names in exchange for transferring the names to the Complainant. Thus, the Respondent would be made whole. Instead, the Respondent deliberately chose a different course: maximizing his own pecuniary gain by attempting to sell these domain names to the Complainant at a profit certainly exceeding his out of pocket costs of registration. Such actions, as discussed, are prohibited as demonstrating bad faith under paragraph 4(b)(i) of the Policy. Consequently, the Complainant was well within its rights to: (a) ignore the Respondent's intimations and suggestions to expressly propose a suitable offer to purchase the names, *i.e.*, at a level where, as the Respondent desired, "the price is right" or request the Respondent to propose such a price, and (b) initiate this proceeding to seek appropriate administrative redress – as it did here. Doing so subjected the Respondent to a risk of an adverse panel decision ordering the names transferred to the Complainant - which, in fact, this decision does. Pursuant to paragraph 4(i) of the Policy, an ICANN administrative panel can only order: (a) transfer of a disputed domain name to a complainant or (b) cancelation of that name; or alternatively, if the complainant fails to prove each element set forth in paragraph 4(a) of the Policy, dismiss the complaint. A panel has no authority under the Policy to grant any request for monetary damages or order payment by a complainant of any financial reimbursement to a respondent. Hence, a respondent, as here, which does not prevail in an administrative proceeding and against which transfer of a disputed domain name is ordered effectively forfeits all registration fees it paid to register or otherwise acquire that name. This forfeiture is simply part of the risk a respondent assumes when registering or otherwise acquiring a name that potentially encroaches upon a third-party mark: a risk which the present Respondent certainly assumed when he registered all disputed domain names that each included the Complainant's mark TRAVELEX.

Hence, the Panel concludes that the Complainant has provided sufficient evidence of its allegations, with respect to all the disputed domain names to establish a case under paragraph 4(a) of the Policy upon which the relief it now seeks can be granted.

7. Decision

Accordingly, under paragraphs 4(i) of the Policy and 15 of the Rules, the Panel grants the relief sought by the Complainant.

Hence, the Panel now orders that the disputed domain names, specifically <travelex.express>, <travelex.finance>, <travelex.limited>, <travelex.loans>, and <travelex.press>, be transferred to the Complainant.

Peter L. Michaelson

Sole Panelist

Date: August 22, 2018