

## **ADMINISTRATIVE PANEL DECISION**

Spoke Safety, Inc. v. Fin Soft-in s.a.s., Fin Soft-in s.a.s.  
Case No. D2025-0139

### **1. The Parties**

The Complainant is Spoke Safety, Inc., United States of America (“United States”), represented by Milgrom & Daskam, United States.

The Respondent is Fin Soft-in s.a.s., Fin Soft-in s.a.s., represented by Angelo Monteleone, Italy.

### **2. The Domain Name and Registrar**

The disputed domain name <spokesafety.com> is registered with Tucows Domains Inc. (the “Registrar”).

### **3. Procedural History**

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on January 15, 2025. On January 15, 2025, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On January 15, 2025, the Registrar transmitted by email to the Center its verification response disclosing registrant and contact information for the disputed domain name which differed from the named Respondent (“Unknown Holder of the Disputed Domain Name (“Doe”)”) and contact information in the Complaint. The Center sent an email communication to the Complainant on January 16, 2025, providing the registrant and contact information disclosed by the Registrar, and inviting the Complainant to submit an amendment to the Complaint. The Complainant filed an amended Complaint on January 18, 2025.

The Center verified that the Complaint together with the amended 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 the proceedings commenced on January 23, 2025. In accordance with the Rules, paragraph 5, the due date for Response was February 22, 2025. The Response was filed on February 22, 2025.

The Center appointed Andrew D. S. Lothian as the sole panelist in this matter on March 6, 2025. 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.

On March 18, 2025, Mr. Angelo Monteleone sent an email to the Center on behalf of the Respondent, which the Panel has treated as a supplemental filing. This is discussed in section 6.1 below.

#### **4. Factual Background**

Founded in 2020, the Complainant is a corporation with its principal office in Denver, Colorado, United States. The Complainant specializes in the development of digital communication technologies between vehicles and the road ecosystem. Although it has pending applications for trademarks in the United States, the Complainant currently has no registered trademarks and claims unregistered trademark rights in the marks SPOKE and SPOKE SAFETY.

The Complainant has gained some notoriety in respect of its “vehicle-to-everything” technologies designed to make vehicles aware of bicyclists and other vulnerable road users. In particular, the Complainant has been working with vehicle manufacturer Audi of America and automotive technology company Qualcomm Technologies, Inc. since early in 2022. This has allowed the Complainant to leverage its partners’ communication channels regarding its technological innovations, some of which have a patent pending designation.

The Complainant has given multiple demonstrations of its cyclist protection system at numerous industry events since at least January 2022, and states that it is a founding member of the Coalition for Cyclist Safety as of 2023, along with Audi of America, Qualcomm Technologies, Deutsche Telekom, Bosch eBike Systems, and others. The said Coalition has a mission to protect cyclists and enhance connectivity on the road. The Complainant notes that it is the recipient of the 2024 ITS World Congress Hall of Fame Award for the Americas Region. The Complainant gained further notoriety when braking systems developer Brembo N.V. announced that it had acquired a stake in the Complainant and was initiating a research project with it, as covered in a media article published on July 23, 2024. The Complainant has also been covered in the media in respect of its work with Curiosity Lab at Peachtree Corners, Georgia, United States, in which it aims to transform roadway safety and rider connectivity by delivering a connected IoT ecosystem for vulnerable road users.

The disputed domain name was registered on October 20, 2020 by the Respondent, an Italian simple limited partnership (società in accomandita semplice) controlled by or closely connected to the author of the Response, Mr. Angelo Monteleone. The correspondence between the Parties or between the Parties and the Center, and the Response itself, indicate that Mr. Monteleone is effectively the Respondent and/or is in direct control of the Respondent. For convenience, unless the context otherwise requires, the Panel refers to the Respondent and Mr. Monteleone together as “the Respondent” in the remainder of this Decision.

The registrant email address associated with the disputed domain name appears to be a personal email address for Mr. Monteleone at his company, Soft-in S.r.l. Mr. Monteleone has a history and longstanding connection to the Complainant, was a founder and at one time a director of the Complainant and appears to remain a shareholder of the Complainant as far as the Panel can tell. Mr. Monteleone notes that he was invited to participate in the Complainant to the extent of a 20 percent shareholding and was the only hardware and software engineer with the competence to bring the founders’ idea forward in respect of the systems described above.

Mr. Monteleone explains in the Response that the Complainant’s board made a decision in October 2020 to register the disputed domain name and to obtain email services via a mailserver, which decision was then immediately executed by the Respondent.

On or about July 14, 2020, Mr. Monteleone entered into a confidentiality and proprietary rights agreement (“the Agreement”) with the Complainant’s predecessor entity (then named weE! Move, LLC). The Agreement anticipated that Mr. Monteleone would perform services pursuant to a Manager Services Agreement for the Complainant whereby new proprietary rights would be created, designated either as “Work Product” or “Intellectual Property Rights” (including all pending and future applications and registrations therefor). In terms of Clause 2(a) of the Agreement, Mr. Monteleone agreed that the items so designated would be the sole and exclusive property of the Complainant. In terms of Clause 2(c) of the Agreement, Mr. Monteleone agreed to cooperate with the Complainant to apply for, obtain, perfect, and transfer to the Complainant the Work Product and Intellectual Property Rights in the Work Product in any jurisdiction in the world, including executing and delivering to the Complainant any and all applications, assignments, and other documents as shall be requested by the Complainant. In terms of Clause 2(f) of the Agreement, Mr. Monteleone recorded his understanding that the Agreement does not grant him any license or right of any nature with respect to any Work Product or Intellectual Property Rights.

The disputed domain name has always been used to provide the Complainant’s corporate email and official website. The Respondent has refused to transfer the disputed domain name to the Complainant upon request, although Mr. Monteleone has indicated that he has nothing against making the transfer, but regards this as “cherry picking” among the various outstanding issues which he has with the Complainant, such as the various requests for clarification of his status as a shareholder (and the extent of the shares held), the status of payments allegedly to be made to Mr. Monteleone’s company, Soft-in S.r.l., and an agreement for a monthly payment (ref. Mr. Monteleone’s emails to the Complainant’s officers and/or representatives of October 14, 2024, February 23, 2025, and February 27, 2025, in the latter of which he states that he will “prepare the proposal for the amount spent to maintain the [disputed domain name]”).

## **5. Parties’ Contentions**

### **A. Complainant**

The Complainant contends that it has satisfied each of the elements required under the Policy for a transfer of the disputed domain name.

Notably, the Complainant contends that it has unregistered trademark rights in the marks SPOKE and SPOKE SAFETY, arising through its extensive efforts to advertise said marks in connection with its goods since at least 2022 (including garnering significant media attention, the focus of famous entities, and the notoriety arising from public display of such goods and its participation at numerous events) whereby the public has come to identify the Complainant’s marks with such goods. The Complainant argues that its goods have been “transported in commerce” and that this, and the public awareness of the use, satisfies the “use in commerce” requirement of United States law. The Complainant asserts that the disputed domain name wholly incorporates both of said marks and is therefore confusingly similar to them.

The Complainant submits that Mr. Monteleone entered into the Agreement, that the disputed domain name was created for the Complainant and relates to its business, that the disputed domain name is Work Product as defined in the Agreement, and that the disputed domain name is the sole and exclusive property of the Complainant, adding that the “No License” clause of the Agreement means that Mr. Monteleone has no license or right of any nature in respect of the disputed domain name and accordingly has no rights or legitimate interests in the meaning of the Policy. The Complainant adds that the Respondent is not commonly known by the disputed domain name.

The Complainant submits that by registering the disputed domain name under the Respondent’s name, Mr. Monteleone registered it in bad faith, adding that the Respondent is using the disputed domain name in bad faith because its owner or agent, Mr. Monteleone, is refusing to transfer the same despite his contractual obligations to do so. The Complainant notes that this is disrupting its business.

## B. Respondent

The Respondent contends that the Complainant has not satisfied the elements required under the Policy for a transfer of the disputed domain name.

Notably, the Respondent contends that Mr. Monteleone's activity in the Complainant's first phase of business was to write a technical specification for a patent, while his co-founders dealt with other aspects. Mr. Monteleone proposed to the Complainant's board that the disputed domain name be registered as each co-founder of the Complainant was using their personal email address, and he considered this to be unprofessional. He adds that "I received the assignment to do the necessary activity" and that, "To register [the disputed domain name] and mailserver, it is necessary to have a company with the necessary credentials, so the Respondent was used to do the work and server maintenance" with the expenses being taken care of by the Respondent. The Respondent states that it performed other work, including creating a document repository, a hardware project with complex IT infrastructure, and attained ISO 9001 for the Complainant. It adds that the mailserver associated with the disputed domain name was transferred to the Complainant on October 21, 2022. Upon transfer of the mailserver, the Respondent contends that Mr. Monteleone asked a person at the Complainant about transfer of the disputed domain name but was told it should remain with the current registration service provider. The Respondent notes that it referenced the question of how to handle the disputed domain name in the future in the email of October 14, 2024. The Respondent concludes thereby (but does not evidence) that the identity of the holder of the disputed domain name was always known to the Complainant.

The Respondent notes that Mr. Monteleone's other company, Soft-in S.r.l., was used to develop the Complainant's product pending the Complainant receiving the necessary capital to repay it. Said company completed the work in a third of the typical time, whereby a demonstration could be made in December 2021. The Respondent asserts that it has the right to be paid for the expenses of registration of the disputed domain name, adding that this has never been used to offer goods or services under Mr. Monteleone's own name, and that other personnel at the Complainant managed the web pages, whereby only the disputed domain name itself is managed by the Respondent. The Respondent adds that it cannot be connected to the Complainant and has never made commercial or noncommercial fair use of the disputed domain name, nor has it diverted consumers or tarnished the Complainant's marks.

The Respondent denies that Mr. Monteleone is or was ever a contractor of the Complainant, adding that he was a co-founder, shareholder and technical board member of the Complainant until April 6, 2023. The Respondent asserts that he wants the Complainant to succeed, and that the disputed domain name was registered "on the interest of [the Complainant] and a clear acknowledgment of the board", asserting that this cannot be defined as bad faith conduct. The Respondent notes that there was no intention to transfer the disputed domain name to a competitor, that the Respondent is not a competitor of the Complainant, that the Respondent acted upon the Complainant's request to register the disputed domain name, that the Complainant never paid for this service, that the Respondent has never used the disputed domain name or created any likelihood of confusion thereby, that the disputed domain name has protected the Complainant's business and caused no disruption.

The Respondent notes that it is not interested in maintaining the disputed domain name under its own name but seeks clarification on how to proceed, which it cannot do without the Complainant's support, adding that the Respondent is unaware of whether the Complainant wishes to change registration service provider or Registrar, and that it cannot share its user account profile with the Complainant as this contains other domain names registered for third parties. The Respondent concludes that "This can happen, after the expenses for the registration and the service support for the first year are paid".

## 6. Discussion and Findings

### 6.1 Preliminary issue – Respondent’s supplemental filing

Paragraph 12 of the Rules expressly provides that it is for the panel to request, in its sole discretion, any further statements or documents from the parties it may deem necessary to decide the case. Unsolicited supplemental filings are generally discouraged, unless specifically requested by the panel. Panels have repeatedly affirmed that the party submitting or requesting to submit an unsolicited supplemental filing should clearly show its relevance to the case and why it was unable to provide the information contained therein in its complaint or response (e.g., owing to some “exceptional” circumstance). WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition, (“[WIPO Overview 3.0](#)”), section 4.6.

In the present case, the Panel sees no need to admit the Respondent’s supplemental filing. This contained an attached document listing the costs which the Respondent states that it has incurred on the Complainant’s behalf in respect of various information technology services, including what appears to be the registration fees in respect of the disputed domain name. As discussed in sections 6.2 B and 6.2 C below, whether the Respondent has any right to recover these fees from the Complainant is a matter beyond the scope of this proceeding.

### 6.2 Substantive issues

#### A. Identical or Confusingly Similar

It is well accepted that the first element functions primarily as a standing requirement. The standing (or threshold) test for confusing similarity involves a reasoned but relatively straightforward comparison between the Complainant’s trademark and the disputed domain name. [WIPO Overview 3.0](#), section 1.7.

The Panel finds the Complainant has established unregistered trademark or service mark rights for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.3.

For present purposes, it is only necessary for the Panel to consider the Complainant’s claimed SPOKE SAFETY unregistered trademark. The factors which demonstrate source-identifying capacity of this mark are the Complainant’s use of the mark in association with its vehicle technology product, which has acquired a secondary meaning by virtue of the related media coverage, further enhanced by the extensive channels available to the Complainant’s various substantial commercial partners through which announcements have been made of the Complainant’s activities since at least 2022, and the notoriety resulting from the Complainant’s participation in numerous industry events and the winning of an industry award.

The Panel further notes for completeness that the Respondent does not take issue with any of the Complainant’s evidence in this respect, consisting of partnership announcements, product demonstrations, reports of participation in industry events, media coverage, social media activities and an industry award citation, nor with the conclusions that the Complainant asks the Panel to draw from these items. The Panel finds that the Complainant has unregistered trademark rights in its SPOKE SAFETY mark for the purposes of the Policy.

The entirety of the mark is reproduced within the disputed domain name. Accordingly, the disputed domain name is identical to the mark for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.7.

The applicable Top Level Domain (“TLD”) in a domain name (e.g., “.com”, “.club”, “.nyc”) is viewed as a standard registration requirement and as such is disregarded under the first element confusing similarity test. [WIPO Overview 3.0](#), section 1.11.1.

The Panel finds the first element of the Policy has been established.

## **B. Rights or Legitimate Interests**

Paragraph 4(c) of the Policy provides a list of circumstances in which the Respondent may demonstrate rights or legitimate interests in a disputed domain name.

Although the overall burden of proof in UDRP proceedings is on the complainant, panels have recognized that proving a respondent lacks rights or legitimate interests in a domain name may result in the difficult task of “proving a negative”, requiring information that is often primarily within the knowledge or control of the respondent. As such, where a complainant makes out a prima facie case that the respondent lacks rights or legitimate interests, the burden of production on this element shifts to the respondent to come forward with relevant evidence demonstrating rights or legitimate interests in the domain name (although the burden of proof always remains on the complainant). If the respondent fails to come forward with such relevant evidence, the complainant is deemed to have satisfied the second element. [WIPO Overview 3.0](#), section 2.1.

Having reviewed the available record, the Panel finds the Complainant has established a prima facie case that the Respondent lacks rights or legitimate interests in the disputed domain name. The Respondent has not rebutted the Complainant’s prima facie showing and has not come forward with any relevant evidence demonstrating rights or legitimate interests in the disputed domain name such as those enumerated in the Policy or otherwise.

The focus of the Complainant’s contentions in connection with this element relate to the terms of the Agreement that Mr. Monteleone entered into with the Complainant (whether or not he acted through the Respondent in making the registration of the disputed domain name) well before the disputed domain name was registered. The Agreement makes it clear that any rights in Work Products or Intellectual Property Rights generated by Mr. Monteleone on behalf of the Complainant belong to the Complainant, and that Mr. Monteleone cannot acquire any rights therein. The Respondent does not really engage with this topic to any material extent in the Response. Crucially, the Respondent does not assert that the Agreement was terminated before the disputed domain name was registered and/or is otherwise no longer in force or of no effect.

It is noted that the Respondent has not been paid for the registration of the disputed domain name although presumably the Respondent would have a right to recover payment by way of the Manager Services Agreement (with which the Panel has not been provided) or via an alternative, possibly equitable, relief available to it via another (court) forum. The lack of such payment does not however confer rights or legitimate interests upon the Respondent in the face of the clear terms of the Agreement regarding any work performed for the Complainant by Mr. Monteleone.

The only substantive point that the Respondent makes in relation to the Agreement is that Mr. Monteleone was not a contractor to the Complainant, although this arguably flies in the face of the Agreement, in which he is expressly defined as such. The Respondent also makes the point that Mr. Monteleone was a director and shareholder of the Complainant but does not expressly assert that in causing the registration of the disputed domain name he was acting in some kind of wholly independent capacity from the capacity in which he entered into the Agreement. Even if such an assertion had been made, the Panel would not have been inclined to accept it given the clear and unambiguous terms of the Agreement. Neither does the Respondent assert that, by virtue of his appointment as director or as shareholder in the Complainant, the Agreement was in some way superseded or terminated.

It cannot be overlooked that Mr. Monteleone registered or caused the disputed domain name to be registered by the Respondent. Any relevant acts of Mr. Monteleone appear to be governed by the Agreement in the absence of relevant argument and evidence to the contrary, none of which is brought forward by the Respondent. The fact that the disputed domain name registration was actually made in the name of the Respondent’s limited partnership (albeit with Mr. Monteleone’s email address as the registrant email contact) does not allow Mr. Monteleone to avoid the provisions of the Agreement as far as the Panel is concerned.

Equally, the fact that Mr. Monteleone, his company, or his limited partnership, might have outstanding issues with the Complainant, being matters beyond the scope of the Policy, does not confer rights or legitimate interests upon him in respect of the disputed domain name, particularly in light of the wording of the Agreement and the fact that it predates the registration of the disputed domain name.

The Panel finds the second element of the Policy has been established.

### **C. Registered and Used in Bad Faith**

The Panel notes that, for the purposes of paragraph 4(a)(iii) of the Policy, paragraph 4(b) of the Policy establishes circumstances, in particular, but without limitation, that, if found by the Panel to be present, shall be evidence of the registration and use of a domain name in bad faith.

In the present case, the Panel notes that the Respondent registered the disputed domain name in the knowledge of the Complainant and rights arising in its SPOKE SAFETY mark. Insofar as those rights were nascent at the material time, the Panel is satisfied that the Respondent registered the disputed domain name in the knowledge and expectation that those rights would ultimately arise ([WIPO Overview 3.0](#), section 3.8.2), given that, as an officer of the Complainant and developer of the Complainant's technology, Mr. Monteleone was intimately involved in the Complainant's business activities and knew that the Complainant intended to develop or was in the course of developing rights in this mark.

It is often the case that this is as far as complaints of a similar nature, which involve prior business relationships between a complainant and a respondent, may go in terms of the Policy. It can typically be difficult in such cases for a complainant to prove that a domain name registered by a participant in its business was necessarily registered in bad faith even if it was registered (for example) in the personal name or via an alternate corporate vehicle of the respondent. For example, sometimes such registrations are made prior to creation of a corporate vehicle for the business venture in order to preserve the desired domain name. In the absence of an appropriate (corporate) registrant, one of the parties may take the domain name in its personal name or indeed may register the domain name in an account with a registrar whereby the nascent complainant eventually inherits the third party registration details of the account concerned. There is not necessarily any bad faith in such an activity and arguably the registrant is not anticipating at that stage that it will ever have any dispute with the other participants in the proposed venture. If a disagreement should arise among the participants at a later date, during which it comes to light that the registrant of the disputed domain name is a third party, the person having control of the relevant domain name account can on occasion attempt to use the domain name as leverage in the parties' business dispute. In some circumstances, such use might be seen as a use in bad faith but the business dispute, and the manner in which the disputed domain name is used, cannot retroactively turn what was a good faith (or perhaps, uncertain) registration into a bad faith registration.

Equally, there are many such cases in which the domain name of the business is merely incidental to a wider business dispute between the parties taking the matter beyond the realm of the particular type of abusive cybersquatting that the Policy seeks to address, and in such cases, panels under the Policy have on occasion declared that the case is beyond the scope of the Policy (see, for example, *The Thread.com, LLC v. Jeffrey S. Poploff*, WIPO Case No. [D2000-1470](#), which concerned a breach of contract and breach of fiduciary duty dispute between former partners, and a claimed legitimate interest in the domain name concerned because the respondent was a co-founder of, or shareholder in, the complainant).

However, the present case differs from such scenarios by virtue of the clear terms of the Agreement which Mr. Monteleone signed, and which appear to anticipate fully and to seek to avoid any dispute of such nature at least with regard to Work Product and Intellectual Property Rights to be generated in pursuance of the venture. The disputed domain name was registered some months after that Agreement was executed and the Respondent must have known that the manner of its registration would violate the Agreement's terms. The Panel therefore asks itself why that would not be seen as an act of cybersquatting. While the Respondent argues that the Complainant was always aware (and therefore impliedly gave express consent to the disputed domain name being registered in the name of a third-party entity) there is no supporting

evidence to this effect. Mr. Monteleone adds that he has discussed what should be done about the disputed domain name with the Complainant in various previous emails, but nowhere in any of the correspondence produced to the Panel has the Panel seen any evidence that the fact that the disputed domain name had been registered in a third party's name was ever brought to the Complainant's attention. In any event, even if the Complainant had been alerted to this, the matter would necessarily have arisen post the registration of the disputed domain name. There is nothing on the evidence that indicates that Mr. Monteleone raised the proposed registrant's identity with the Complainant before the disputed domain name was registered and/or that he sought permission to derogate from the express terms of the Agreement.

Accordingly, in the circumstances of this case, the Panel considers that the issue vis-a-vis the disputed domain name is within the scope of the Policy and further takes the view that the registration of the disputed domain name in the Respondent's name could not be regarded as a good faith activity. Notably, the Panel does not accept the Respondent's assertion that it was necessary to do this because the limited partnership (i.e., the Respondent) had the appropriate credentials while the Complainant did not. The terms of the Agreement show that the Complainant (or its predecessor entity) was already in existence when the disputed domain name was registered. The disputed domain name could, and arguably in the face of the clear terms of the Agreement, should have therefore been registered in the Complainant's name (whether or not the mailserver service or any non-bundled nameserver service was contracted by or to the Respondent). This was not done, and the Respondent was aware that it was not done. The Respondent was aware that Mr. Monteleone had agreed not to reserve Work Products or Intellectual Property Rights to himself under any circumstances. Consequently, the Panel finds that the disputed domain name was registered in bad faith.

In making this finding, the Panel notes for completeness that it is not awarding and cannot award an order for delivery, specific implement, specific performance, or any like legal remedy under and in terms of the Agreement. Any and all such remedies are beyond the scope of the Policy and would require to be pursued in an alternative (court) forum. Nevertheless, the existence of the Agreement predating the registration of the disputed domain name by several months, and its clear terms regarding Intellectual Property Rights, "other intellectual property" or Work Product to be created by Mr. Monteleone on the Complainant's behalf, provide a window into the Respondent's probable intent, and allow the Panel to determine whether the Respondent's actions in apparent contradiction to those terms could be considered reasonable or unreasonable, and thereby in good or bad faith. The Panel adds that while the Response endeavors to address the examples of bad faith registration and use found in paragraph 4(b) of the Policy, these examples are expressed to be without limitation, and the categories of bad faith registration and/or the circumstances in which it may be found under the Policy are not closed. It is therefore of some significance, as noted above, that the Response does not engage with the Complainant's submissions regarding the Agreement or any of its provisions.

Turning briefly to the issue of the use of the disputed domain name, it is clear from the correspondence between the Parties both before and after the Complaint was filed that the Respondent is withholding the disputed domain name, despite Mr. Monteleone stating his willingness to transfer this, until certain other queries he has regarding his relationship with the Complainant are answered. Using the disputed domain name as leverage in these discussions, particularly in light of the Agreement, does not strike the Panel as a use in good faith. In particular, the Panel considers that the closing remarks in the Consent to Remedy section of the Response are particularly disingenuous. These suggest that the Respondent is merely withholding the disputed domain name from the Complainant in its own interests while matters relating to the transfer are resolved, e.g., the choice of registrar, presumably so as to ensure continuity of service. This flies in the face of what is said in the Respondent's communications with the Complainant and its representatives, including as recently as February 24, 2025, in which the Respondent makes it clear that it is holding the disputed domain name while seeking clarification regarding its shareholding and certain allegedly outstanding payments, and that it does not wish to engage in "cherry picking" regarding those issues. As the Complainant's representatives note, the other issues arising from the Respondent's dispute with the Complainant are contractual matters that are unrelated to the proceeding, and the Panel notes that these are beyond the scope of Policy.

The Panel finds that the Complainant has established the third element of the Policy.

## 7. Decision

For the foregoing reasons, in accordance with paragraphs 4(i) of the Policy and 15 of the Rules, the Panel orders that the disputed domain name <spokesafety.com> be transferred to the Complainant.

*/Andrew D. S. Lothian/*

**Andrew D. S. Lothian**

Sole Panelist

Date: March 20, 2025