

ADMINISTRATIVE PANEL DECISION

Sequent (Schweiz AG) v. Antony Mous, Periscope Management Limited
Case No. D2025-0581

1. The Parties

The Complainant is Sequent (Schweiz AG), Switzerland, represented by Walder Wyss AG, Switzerland.

The Respondent is Antony Mous, United Kingdom, Periscope Management Limited, British Virgin Islands, United Kingdom (the “British Virgin Islands”), represented by FMP Fuhrer Marbach & Partners, Switzerland.

2. The Domain Name and Registrar

The disputed domain name <sequent.limited> is registered with Dynadot Inc (the “Registrar”).

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on February 13, 2025. On February 14, 2025, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On February 16, 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) and contact information in the Complaint. The Center sent an email communication to the Complainant on February 17, 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 February 21, 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 February 24, 2025. In accordance with the Rules, paragraph 5, the due date for Response was March 16, 2025. The Response was filed with the Center on March 15, 2025. The Complainant filed a supplemental filing on March 24, 2025.

The Center appointed Jeremy Speres as the sole panelist in this matter on March 21, 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 24 and 28, 2025, the Center received unsolicited supplemental filings from both the Complainant and the Respondent, respectively.

4. Factual Background

The Complainant provides wealth planning, fiduciary and administration services to entrepreneurs and family offices. Formerly registered as “Rothschild Trust (Schweiz) AG”, the Complainant was renamed Sequent (Schweiz) AG in 2019, after it was spun off from Rothschild & Co. in a management buyout. Since then, the Complainant has operated consistently under the trademark SEQUENT, with offices in Switzerland, Singapore, Guernsey, United Kingdom, United States of America, and the British Virgin Islands.

The Complainant does not own any registered trademarks for the SEQUENT mark, but it does claim common law rights over the mark based on its use of the mark since February 2019.

Per the Response, the beneficial holder of the disputed domain name is Periscope Management Limited of the British Virgin Islands (“Periscope BVI”), which shall be treated as the Respondent per the below. The Respondent’s owner is Name Redacted, who was previously engaged by the Complainant in various capacities including as its Chief Operating Officer and through his Swiss company Periscope Management GmbH (“Periscope Switzerland”). The disputed domain name was originally registered by Name Redacted in the name of Periscope Switzerland, but a transfer to Periscope BVI was initiated on February 8, 2025, which completed prior to the filing of the Complaint.

The disputed domain name was registered on February 6, 2019, and currently resolves to the Complainant’s primary website.

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 as follows. The underlying beneficial owner of the disputed domain name is still Periscope Switzerland, as it originally was when the disputed domain name was registered, and Name Redacted has deceitfully transferred the disputed domain name into the name of one “Antony Mous” as a means of disguising Name Redacted and Periscope Switzerland’s continued ownership of the disputed domain name.

Name Redacted and Periscope Switzerland assisted the Complainant in 2018 and 2019 during the Complainant’s spin off process in migrating to new Information Technology (“IT”) infrastructure. The disputed domain name was registered in the name of Periscope Switzerland, but on the Complainant’s behalf, and Periscope Switzerland and Name Redacted continued to support the Complainant as a consultant until August 2024, and regularly invoiced to the Complainant consultancy fees and expenses, including for domain hosting. A formal consultancy agreement has never been entered into between the Parties.

In an email dated June 12, 2019, Name Redacted stated as follows (translated from German): “The domain momentarily belongs to Periscope, but will be transferred to Sequent in summer, after the migration.”

Despite having agreed to transfer the disputed domain name to the Complainant, Periscope Switzerland and Name Redacted have failed to do so, and this is a basis for concluding that Periscope Switzerland and Name Redacted’s original registration was in bad faith. The fact that Periscope Switzerland and Name Redacted, knowing that the Complainant requested transfer of the disputed domain name, initiated a transfer to Periscope BVI is a further indicator of bad faith.

B. Respondent

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

Notably the Respondent contends as follows. In December 2024, Name Redacted relocated to the British Virgin Islands, and, as a result, ceased trading through Periscope Switzerland. As a result of his relocation, he formed a new company, Periscope BVI, as part of a legitimate business reorganization, intending to eventually liquidate Periscope Switzerland. The disputed domain name was transferred to this new company as part of this reorganization. Name Redacted initially entered a temporary name (“Antony Mous”) into the Whois record as he was not sure whether the privacy service of the Registrar would work as desired and he wanted to avoid potential misuse of his new company’s address. However, he provided accurate and functional contact methods, having used his personal Swiss mobile number as the registrant’s number, and a newly established but valid email address (using the domain name <periscope.ltd>) associated with Periscope BVI as well as correct location information including city and country. Through these accurate contact details, the owner remained fully identifiable and reachable.

The Complainant has mischaracterized the nature of the Parties’ relationship. Rather than Periscope Switzerland acting as a mere consultant of the Complainant when registering the disputed domain name and otherwise acting in various capacities for the Complainant through its spin off process, the relationship was instead one of co-founders and co-ownership, essentially a partnership between Name Redacted’s entity Periscope Switzerland and the other entity involved in the buyout – Midwinter Capital Limited. In essence, the buyout parties had agreed that Name Redacted would obtain a 15% ownership stake in the Complainant’s holding company in return for assisting the Complainant with various legal, technical and financial matters. This equity transfer has not occurred, and the Respondent will transfer the disputed domain name to the Complainant when the original agreement has been fulfilled.

The Respondent asks for a finding of Reverse Domain Name Hijacking (“RDNH”) based on this mischaracterization by the Complainant and its knowledge that it could not succeed in these proceedings.

6. Discussion and Findings

A. Preliminary Issue – Respondent Identity

The Complainant contends that the true underlying registrant of the disputed domain name is Periscope Switzerland, and that “Antony Mous” is a pseudonym used to hide Name Redacted and Periscope Switzerland’s continued holding of the disputed domain name. The Respondent, on the other hand, contends that the disputed domain name was transferred to Periscope BVI as a result of a legitimate business reorganization and that, through the use of accurate contact details in the Whois record, no deception was perpetrated.

The Panel notes that paragraph 1 of the Rules defines “Respondent” as “the holder of a domain-name registration against which a complaint is initiated” and that the appointed panel retains discretion to determine the respondent against which the case should proceed. WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition ([“WIPO Overview 3.0”](#)), section 4.4.5.

In exercising their discretions in similar circumstances, previous UDRP panels generally considered, among others, (i) whether the identity of the beneficial holder is disclosed, (ii) whether the beneficial holder submits arguments explaining its position, or (iii) whether the relationship between the registrant of the domain name and the beneficial holder is clear. *Bryan Cave Leighton Paisner LLP v. Job*, WIPO Case No. [D2020-0592](#).

All of the foregoing factors favor the Respondent. The Respondent has presented evidence of the existence of Periscope BVI, and accurately used its true telephone number, city, country, and email address in the Whois record. If its intention was truly to hide its identity from the Complainant, then doing this would have been an odd way of going about it.

It would have been more beneficial for the Respondent, on the merits of these proceedings with the requirement of bad faith registration and the transfer of the disputed domain name in mind, to maintain that Periscope Switzerland remained as the beneficial registrant, as alleged by the Complainant. This would have avoided the complications surrounding the conjunctive nature of bad faith and the effect of a transfer of a domain name on the relevant date for assessing bad faith, as discussed below. The Respondent did not do so, and revealed the transfer to Periscope BVI in circumstances where neither the Panel nor the Complainant would have been able to establish the existence of Periscope BVI nor its holding of the disputed domain name.

In any event, what is clear is that both Periscope Switzerland and Periscope BVI are wholly owned and controlled by Name Redacted, and are effectively his alter egos, thus, from the perspective of these proceedings, the Panel considers that nothing turns on whether the nominal registrant of the disputed domain name is Antony Mous, Periscope Switzerland or Periscope BVI, with all three being under the same common control.

The Panel therefore accepts the Respondent's explanation that Periscope BVI is the beneficial holder of the disputed domain name, and references to the "Respondent" should hereafter be read accordingly.

B. Preliminary Issue – Supplemental Filings

Both Parties filed unsolicited supplemental filings.

Paragraphs 10 and 12 of the Rules in effect grant the Panel sole discretion to determine the admissibility of unsolicited supplemental filings. Admissibility of supplemental filings is to be assessed based on relevance, foreseeability, the need to conduct the proceedings with due expedition, and the equal treatment of the parties so that each has a fair opportunity to present its case. Paragraph 10(b) of the Rules; *Société aux Loteries en Europe, SLE v. Take That Ltd.*, WIPO Case No. [D2007-0214](#); [WIPO Overview 3.0](#), section 4.6.

Regarding the Complainant's supplemental filing, the Response contained allegations that the Complainant could not reasonably have anticipated, for e.g., the existence of Periscope BVI and the transfer of the disputed domain name to that entity. To that extent, the Panel admits the Complainant's supplemental filing. The Complainant's supplemental filing also contained allegations concerning the nature of the Parties' business relationship and the financial investments of Periscope Switzerland. As discussed below, these involve disputes of fact that are beyond the scope of these proceedings, and to that extent the Complainant's supplemental filing is not admitted.

Regarding the Respondent's supplemental filing, it too contained allegations relating to the nature of the Parties' business relationship and the financial dealings of the Respondent. To that extent, it is not admitted. However, the Complainant's supplemental filing contained new allegations, including new annexures, which the Respondent has not otherwise had an opportunity to respond to. To that extent, the Respondent's supplemental filing is admitted.

C. 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 Complainant claims common law rights over its SEQUENT mark. The Complainant has presented evidence of continuous usage of this mark in trade since 2019, including substantial invoices to clients and media exposure. The Panel thus accepts, for the purposes of standing, that the Complainant enjoys common law rights in this mark. [WIPO Overview 3.0](#), section 1.3.

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

D. Rights or Legitimate Interests

Given the Panel's findings in relation to the third element, there is no need to consider the second.

E. Registered and Used in Bad Faith

Despite the substantial disputes of fact between the Parties concerning, for instance, the nature of the relationship between them surrounding the Complainant's spin off process, what is clear and what does not appear to be in dispute is the fact that Name Redacted registered the disputed domain name in the name of Periscope Switzerland on behalf of the Complainant, for the Complainant's use and in the context of the Parties' agreement for the transition to new IT infrastructure. Based on available record, the Complainant did not object to this fact for over five years, and there is nothing in the Complaint showing that Name Redacted's registration of the disputed domain name in the name of Periscope Switzerland was contrary to any agreement between the Parties or even contrary to the Complainant's expectations.

It is therefore clear that the disputed domain name was originally registered by the Respondent in fulfillment of whatever arrangement was in place between the Parties, regardless of the nature of that relationship, be it one of partnership, consultancy or otherwise.

The Complainant contends that the following facts show that the original registration was in bad faith. Firstly, despite having agreed to transfer the disputed domain name to the Complainant, the Respondent has failed to do so, and this is a basis for concluding that Periscope Switzerland and Name Redacted's original registration was in bad faith. Secondly, the fact that Periscope Switzerland and Name Redacted, knowing that the Complainant requested transfer of the disputed domain name, initiated a transfer of the disputed domain name is a further indicator of bad faith.

It is trite that the bad faith element of the Policy is stated in the conjunctive, requiring both bad faith registration and bad faith use. Regarding bad faith registration, in *Danshar (1963) Ltd. v. Joey Gilbert / Daisy Li*, WIPO Case No. [D2011-2304](#), the panel stated as follows:

"What must be tested, however, is the Respondent's motivations at the time of registration. It must also be borne in mind that the dual requirement of both registration and use in bad faith was very sharply debated in the lead up to the adoption of the Policy and an alternative proposal that only registration or use in bad faith would suffice was rejected. Accordingly, the preponderant and preferable view is that it is impermissible to use subsequent conduct to override actual intentions at the relevant time rather than providing an inference for what those intentions were. See, for e.g., *The Proprietors of Strata Plan No. 36, A Turks and Caicos Corporation v. Gift2Gift Corp.*, WIPO Case No. [D2010-2180](#) and *SPECS Surface Nano Analysis GmbH v. Rickmer Kose / Domain Name Administrator, PrivacyProtect.org*, WIPO Case No. [D2010-1173](#)."

Here, the Complainant does not dispute expressly that the disputed domain name was legitimately registered in fulfilment of some or other arrangement between the Parties, with its full knowledge, whatever the nature of that arrangement might have been, and the Complainant did not object to that state of affairs for over five years. While the Complainant claims in the Complaint that the Respondent acted as an agent on behalf of and in the interest of the Complainant, the Panel considers that there is not enough evidence to conclude that the Parties' intended the disputed domain name to be in the Complainant's name from its original date of registration. The Panel notes that the invoices provided by the Complainant referred to "domain hosting" and in its email communication attaching the invoices Name Redacted referred to "web domain and hosting costs for Sequent and Midwinter". The Panel further notes the Respondent was using an email address connected to the disputed domain name in sending those invoices, likely due to the Respondent's services for the Complainant. In the circumstances, and in the absence of any evidence showing any agreement to the contrary, it is reasonable to conclude, on balance of probabilities, that it is likely that Name Redacted / Periscope Switzerland registered the disputed domain name in good faith with the intention of fulfilling the arrangement with the Complainant. In these circumstances, the Panel does not consider that the Complainant has complied with its burden of proving that the original registration was in bad faith.

Even if Name Redacted and/or his Periscope entities are taken to have acted in bad faith, in breach of contract or otherwise, subsequent to registration of the disputed domain name, about which the Panel expresses no view, this, by itself, does not necessarily mean that the original registration of the disputed domain name was in bad faith. In the context of a distribution relationship, the panel in *APT Advanced Polymer Technology Corp. v. Matt Arnold, Majestic Capital*, WIPO Case No. [D2019-0824](#) had the following to say when faced with questionable conduct by an ex-distributor post termination of the distribution agreement and post registration of the relevant domain name:

"Post-termination conduct may in some instances reflect on the respondent's original intent, as in other contexts, but the complaint cannot succeed simply because a previously circumspect distributor behaved badly after termination."

By analogy, the Panel finds that the same reasoning is applicable in the present case. Simply because the Respondent may have acted in bad faith towards the Complainant (about which the Panel expresses no view) years after their relationship commenced and years after the disputed domain name was registered does not *ipso facto* mean that the Respondent's original intentions for the disputed domain name were malign. There is nothing in the record indicating that this was the case.

The question arises as to the effect of the transfer of the disputed domain name from Periscope Switzerland to Periscope BVI. It is well accepted that the date upon which the current registrant acquired the domain name is the date a panel will consider in assessing bad faith. [WIPO Overview 3.0](#), section 3.9. However, as discussed above in paragraph 6B, both Periscope Switzerland and Periscope BVI are wholly owned and commonly controlled exclusively by Name Redacted. Name Redacted engaged with the Complainant both in his personal capacity and through Periscope Switzerland, and it is clear that the relationship between the Parties, whatever its nature might have been, was in substance and at its core, between Name Redacted on the one hand and the Complainant on the other.

This is borne out by the fact that the Complainant repeatedly used Name Redacted and his Periscope entities interchangeably in its submissions, and either directly, or indirectly by implication, referred to Name Redacted as the Respondent. In its Complaint, the Complainant stated as follows (emphasis added):

"Also, the Respondent's owner and representative, Name Redacted, has no legitimate interest in the domain name 'sequent.limited'...Periscope Management Services GmbH's owner and sole member of the executive board is Name Redacted...In fact, Name Redacted acted as the Complainant's Chief Operating Officer (COO) and was registered accordingly as member of the Complainant's Board in the Commercial Register with joint signatory power by two until 10 December 2024...He is therefore fully aware of the rights of the Complainant in and to the mark 'Sequent'..."

In its supplemental filing, after it was informed of the nominal transfer to Periscope BVI, the Complainant stated as follows (emphasis added):

“PMS [Periscope Switzerland] respectively Name Redacted merely acted as a consultant pre-closing of the management buyout transaction on the expectation that he would take on the role of Complainant's COO after closing and that his company System Crew would act as managed IT service provider for the Complainant. The consulting fee paid to PMS for Name Redacted's COO services...must be appraised in this overall context.”

Thus, on the Complainant's own version, there has not been any change in effective control nor ultimate beneficial ownership of the disputed domain name since its original registration date in 2019, despite the change in Whois details and despite the nominal transfer to Periscope BVI from Periscope Switzerland. Both Periscope entities are wholly controlled by Name Redacted and, from the Complainant's perspective and for the purpose of assessing bad faith in these proceedings, it's not clear why it should matter which of his alter ego entities currently holds the disputed domain name. After all, it is only through a human being, i.e. Name Redacted, that either of these two entities could possibly conceive bad faith intentions in the first place, and piercing the corporate veil in this way is not foreign to proceedings under the Policy. See for e.g. *CSA International (a.k.a. Canadian Standards Association) v. John O. Shannon and Care Tech Industries, Inc.*, WIPO Case No. [D2000-0071](#).

As discussed above, the Respondent's explanation for the transfer to Periscope BVI as part of a legitimate business reorganization is plausible and its likelihood, on balance of probabilities, is not outweighed by anything presented by the Complainant. The Respondent was also transparent about this transfer in circumstances where it could easily have left the Complainant to its incorrect view that Periscope Switzerland remained as the beneficial owner of the disputed domain name. Again, this would have been to the Respondent's advantage, and the Respondent's candor in this regard is indicative of transparency insofar as the transfer is concerned.

The Panel therefore does not consider that the transfer to Periscope BVI indicates bad faith, and, in the Panel's view, it does not amount to a new registration for the purposes of the Policy.

In any event, even if the Panel is incorrect in its assessment of the implications of the transfer, establishing whether or not Periscope BVI acted in bad faith in acquiring the disputed domain name would necessarily involve considering what the true nature of the relationship between the Parties was, what their respective rights or obligations were, and, in particular, whether Name Redacted was entitled to hold the disputed domain name in the name of any of his companies or only Periscope Switzerland alone. These issues are clearly in dispute, and negotiating a path through the morass of competing factual claims is beyond the scope of these summary-type proceedings, with the Panel not having the evidentiary tools such as discovery, cross examination etc. available to a court, which is ultimately the appropriate forum for resolving the dispute between the Parties.

Bearing in mind that the Complainant bears the burden of proof, the Panel therefore considers that the Complainant has not established that the disputed domain name was registered in bad faith.

F. Reverse Domain Name Hijacking

Paragraph 15(e) of the Rules provides that, if after considering the submissions, the Panel finds that the Complaint was brought in bad faith, for example in an attempt at Reverse Domain Name Hijacking or to harass the domain-name holder, the Panel shall declare in its decision that the Complaint was brought in bad faith and constitutes an abuse of the administrative proceeding. The mere lack of success of the complaint is not, on its own, sufficient to constitute reverse domain name hijacking. [WIPO Overview 3.0](#), section 4.16.

The Panel does not consider that the Complaint was brought in bad faith. The Complainant clearly believed that Name Redacted and/or his entities acted contrary to the terms of the Parties' arrangement concerning the disputed domain name (about which the Panel expresses no view), and the disputed domain name is

used for the Complainant's own website after all. In the circumstances, it was not wholly unreasonable of the Complainant to consider that the Respondent's refusal to transfer the disputed domain name to it pointed to bad faith registration and use of the disputed domain name.

The Panel therefore declines to find RDNH.

7. Decision

For the foregoing reasons, the Complaint is denied.

/Jeremy Speres/

Jeremy Speres

Sole Panelist

Date: April 4, 2025