

ADMINISTRATIVE PANEL DECISION

Kodality OÜ v. Igor Bossenko, Vitarum OU
Case No. D2025-1887

1. The Parties

The Complainant is Kodality OÜ, Estonia, represented by AAA Patendibüroo OÜ / aka AAA Legal Services, Estonia.

The Respondent is Igor Bossenko, Vitarum OU, Estonia, represented by RESTMARK, Estonia.

2. The Domain Name and Registrar

The disputed domain name <termx.org> is registered with GoDaddy.com, LLC (the “Registrar”).

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on May 12, 2025. On May 12, 2025, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On May 12, 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 (Domain Admin) and contact information in the Complaint. The Center sent an email communication to the Complainant on May 21, 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 May 22, 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 May 27, 2025. In accordance with the Rules, paragraph 5, the due date for Response was June 16, 2025. The Response was filed with the Center on June 12, 2025.

The Center appointed Indrek Eelmets as the sole panelist in this matter on July 3, 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.

The Complainant submitted a request to file a supplemental filing on July 4, 2025. On July 22, 2025, pursuant to paragraphs 10 and 12 of the Rules, the Panel granted the Complainant's request to submit a supplemental filing. The Complainant submitted its supplemental filing on July 27, 2025. The Respondent submitted its supplemental response on July 31, 2025.

4. Factual Background

The Complainant is an Estonian software development company founded in 2017, with particular expertise in healthcare (including terminology and clinical taxonomy management), e-government and finance. The Complainant has been included in various rankings of the fastest-growing and most successful IT companies in Estonia.

The Complainant is the owner of the following trademark TERMX:

- European Union Trade Mark (EUTM) No. 019107323, filing date November 17, 2024, registered on April 30, 2025, covering goods and services in Classes 9, 35, 38, and 42.

The Complainant uses the trademark TERMX to designate its open-source terminology platform intended to simplify clinical taxonomy management for public institutions, hospitals, and researchers. The TermX project was created in cooperation with Tallinn University of Technology (hereinafter "TalTech") in 2023. The Complainant and TalTech entered into a partnership agreement in July 2023, which was revised and re-signed in September 2023.

The Respondent was a member of the management board and a shareholder of the Complainant from November 28, 2017, until August 2, 2024. During the TermX project development, the Respondent, as a doctoral student at TalTech, was an integral part of the project and acted as the representative of both the Complainant and TalTech. The Complainant was aware of his dual roles in the project.

The disputed domain name was registered on February 1, 2024. The disputed domain name resolves to a website presenting the TermX project/software platform. The website includes (i) an introductory video accessible via a "Watch video" link (where the Complainant's name is visible in the taskbar) and (ii) a "Publications" section listing materials that credit, among others, the Respondent and the Complainant's employee.

A company associated with the Respondent (Vitarum OÜ) filed on August 23, 2024, an EUTM application to register a TermX trademark for software related goods and services in classes 9 and 42. The mark was registered on December 6, 2024, Reg No. 019070833. The Complainant submitted a revocation request on December 16, 2024. Vitarum OÜ transferred that trademark to TalTech on April 24, 2025. On June 11, 2025, TalTech, as the EUTM owner, consented to the Respondent's registration and use of the disputed domain name for noncommercial academic use.

The Complainant sent two letters to the Respondent to request the transfer of the disputed domain name to the Complainant, on December 23, 2024, and on April 21, 2025. The Respondent did not answer as regards the disputed domain name and has not agreed to transfer the disputed domain name to the Complainant.

5. Parties' Contentions

A. Complainant

The Complainant asserts that it has met all three elements of paragraph 4(a) of the Policy.

On the first element, the Complainant submits that the disputed domain name is identical to its TERMX trademark, wholly incorporating the mark, with the “.org” suffix being irrelevant. While acknowledging that its trademark was registered after the disputed domain name, the Complainant argues that the Respondent registered the disputed domain name while serving as its employee, management board member, and shareholder, at a time when all intellectual property was contractually assigned to the Complainant and confirmed by the Respondent in writing upon his departure.

On the second element, the Complainant contends that the Respondent has no rights or legitimate interests. It has not authorized the Respondent to use the TermX designation and submits that none of the circumstances under paragraph 4(c) of the Policy apply. The Complainant states that the disputed domain name was appropriated from the TermX project, which it had been using in its business activities under the belief that it owned the disputed domain name. It was only after the termination of its relationship with the Respondent that it discovered the registration was in the Respondent’s name.

On the third element, the Complainant alleges that the Respondent registered and is using the disputed domain name in bad faith. It states that the Respondent, with insider knowledge of the Complainant’s plans, registered and retained the disputed domain name to capitalize on the Complainant’s rights. Even if the initial registration were for a legitimate purpose, the Complainant contends that continued control contrary to its interests constitutes bad faith. The disputed domain name corresponds to a collaborative project between the Complainant and TalTech, formalized in a partnership agreement signed by the Respondent on behalf of the Complainant. The Complainant maintains that the Respondent had no independent rights to the disputed domain name and that the registration in his personal capacity during his tenure amounted to a breach of duty and misuse of his position of trust. It further submits that, as the name TermX already appears in the partnership agreement with TalTech, it cannot credibly be claimed that the TermX name was jointly created during the collaboration with TalTech.

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.

On the first element, the Respondent does not deny that the disputed domain name is identical to the Complainant’s mark. He argues, however, that the Complainant’s trademark post-dates the disputed domain name and that, in any event, trademark rights in the term TermX are contested between the Complainant and TalTech, with TalTech holding an earlier trademark registration and having expressly consented to the Respondent’s registration and use of the disputed domain name.

On the second element, the Respondent says he has rights or legitimate interests because he was a principal contributor to the TermX research and platform development in his academic capacity at TalTech, including authorship of related publications and a doctoral thesis, and he registered and uses the disputed domain name solely to disseminate noncommercial, informational content about the open-source platform. He emphasizes that the site carries no advertisements or sales offers and serves an academic/informational function. He also relies on TalTech’s written consent to his registration and use, and notes that the Complainant remains free to operate other TermX domain names for its own purposes.

The Respondent further contends that the project name TermX was jointly devised by the Complainant and TalTech within their collaboration and that project agreements contemplated open-source results without allocating sole proprietary rights to the Complainant; accordingly, the Complainant has not shown exclusive entitlement to the name TermX that would negate his legitimate interests.

As to the third element, the Respondent denies bad faith. He states the disputed domain name was not registered to sell it to the Complainant, to block the Complainant, to disrupt its business, or to attract users for commercial gain. Rather, it was registered to host academic information about the project, before the Complainant applied for its trademark, and with the consent of TalTech as the holder of senior trademark rights. He adds that any trademark disputes between the Complainant and TalTech are outside the scope of

the UDRP. The Respondent also states that the disputed domain name was not registered in the course of his duties for the Complainant and that academic results (including the website in question) fall under his TalTech obligations. He also indicates the disputed domain name is intended to be assigned to TalTech at no cost.

In sum, the Respondent maintains that the Complainant has not proven the second or third elements and requests that the Complaint be denied.

6. Discussion and Findings

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 of WIPO Panel Views on Selected UDRP Questions, Third Edition, ("[WIPO Overview 3.0](#)"), section 1.7.

The Complainant has shown rights in respect of a TERMX trademark or service mark for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.2.1. The disputed domain name is identical to the Complainant's trademark.

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

B. Rights or Legitimate Interests; Registered and Used in Bad Faith

The Panel considers appropriate to discuss the second and third elements together in this case.

Having reviewed the available record, the Panel notes that, according to the Parties' allegations, the disputed domain name was registered as part of or in result of a collaboration project between the Complainant and TalTech. The Respondent had a key role in this project – from one side as the employee, the member of the management board and shareholder of the Complainant and from the other side as a doctoral student at TalTech. The Complainant was aware of dual roles of the Respondent but contends that the Respondent acted in bad faith: while serving as its representative and board member, he owed a duty of loyalty to act for the company, and any intellectual property (IP) created in the TermX collaboration should belong to the Complainant. The Respondent replies that he worked on the TermX project also for TalTech as an employee and doctoral student, and that his TalTech contracts assign IP from that work to TalTech. He adds that an earlier EU trademark TermX originally held through his company has been transferred to TalTech, and that he intends likewise to transfer the disputed domain name to TalTech.

These positions raise a series of open issues that are complex for a UDRP proceeding to resolve: (a) alleged breach of fiduciary/loyalty obligations; (b) ownership of IP rights generated within the TermX collaboration, including trademark rights – specifically, whether the project name/trademark constitutes joint IP or not; and (c) whether the disputed domain name registration and the informational content hosted on the website constitute contractually permissible use.

The Complainant maintains that it conceived the TermX name before the collaboration began, but no documentary evidence predating the cooperation agreement has been submitted. The Panel does not exclude the possibility that the name pre-existed the project. Indeed, it is referenced in the first partnership agreement, which could indicate earlier origin. At the same time, the partnership agreement's clause 7.1 (defining IP) expressly includes trademarks, and the TermX mark is not identified there as the Complainant's background IP. From the Parties' submissions, it is clear that TalTech (prior trademark owner who approved the Respondent's registration and use of the disputed domain name after the Complaint was filed) and the Complainant presently hold differing views as to entitlement to the project name and trademark rights. This also shows that ownership of the project name/trademark is not clearly established.

The above circumstances clearly exceed the scope of the UDRP Policy, which was conceived for reasonably clear “cybersquatting” cases. As the above-mentioned open questions show, this case also exceeds the limited tools of the UDRP proceedings, which do not have comprehensive evidence proceeding options (e.g., witness statements) available in court proceedings. Panels have tended to deny the case not on the UDRP merits but on the narrow grounds that the dispute between the parties exceeds the relatively limited “cybersquatting” scope of the UDRP and would be more appropriately addressed by a court of competent jurisdiction. [WIPO Overview 3.0](#), section 4.14.6. The Panel finds this is the case here, as this case exceeds the scope of the Policy and should be addressed before an Estonian court.

The Panel emphasizes that this decision should not be construed as an approval of the Respondent's conduct insofar as one might expect domain name and trademark registration matters to be managed by reference to a corporation and not done in the name of an individual, but rather as a determination that the dispute falls outside the scope of the Policy.

7. Decision

For the foregoing reasons, the Complaint is denied.

/Indrek Eelmets/

Indrek Eelmets

Sole Panelist

Date: August 11, 2025