

ADMINISTRATIVE PANEL DECISION

Modulus Financial Engineering, Inc. v. Grant Clemo
Case No. D2025-4569

1. The Parties

Complainant is Modulus Financial Engineering, Inc., United States of America (“United States” or “U.S.”), represented by Jaburg & Wilk, P.C., United States.

Respondent is Grant Clemo, United States.

2. The Domain Name and Registrar

The disputed domain name <modulus-ai.com> (the “Domain Name”) 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 November 5, 2025. On November 5, 2025, the Center transmitted by email to the Registrar a request for registrar verification in connection with the Domain Name. On November 5, 2025, the Registrar transmitted by email to the Center its verification response disclosing registrant and contact information for the Domain Name which differed from the named Respondent (Domains By Proxy, LLC) and contact information in the Complaint. The Center sent an email to Complainant on November 6, 2025, providing the registrant and contact information disclosed by the Registrar, and inviting Complainant to submit an amendment to the Complaint. Complainant filed an amended Complaint on November 7, 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 Respondent of the Complaint, and the proceedings commenced on November 10, 2025. In accordance with the Rules, paragraph 5, the due date for Response was November 30, 2025. Respondent did not submit any response. Accordingly, the Center notified Respondent’s default on December 2, 2025.

The Center appointed Robert A. Badgley as the sole panelist in this matter on December 5, 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.

4. Factual Background

Complainant alleges as follows:

“Complainant Modulus Financial Engineering, Inc. (‘Modulus’) has continuously and exclusively used the mark MODULUS AI for artificial intelligence software solutions since no later than April 2023. Additionally, Modulus has used the mark MODULUS for software development, including artificial intelligence software solutions, since no later than March 2002.”

Complainant owns a U.S. trademark registration for MODULUS AI, Reg. No. 7,360,459, registered on April 16, 2024 in connection with, “[c]omputer software development in the field of artificial intelligence; Providing on-line non-downloadable software using artificial intelligence for financial models, healthcare, marketing, sales and advertising, and credit scoring; Technical consulting in the field of artificial intelligence (AI) software customization.”

Complainant also owns a U.S. trademark registration for MODULUS, Reg. No. 4,755,560, registered on June 6, 2015 in connection with, among other things, “[s]oftware design and development; Computer software development tools; Computer software for statistical analysis, database engines, finance, stock trading, stock market data, and artificial intelligence.”

Complainant registered the domain name <modulusfe.com> on March 22, 2002, and the domain name <modulusai.com> on July 4, 2014. These domain names resolve to Complainant’s commercial website. Among other things, Complainant’s website states:

“Modulus provides advanced products and services to brokerages, hedge funds, financial institutions, and professional traders throughout 94 countries. Our technology reaches over three million traders and investors around the world.”

The Domain Name was registered on August 10, 2025. The Domain Name resolves to a website purporting to offer “AI solutions” for the aerospace and defense sectors. On the website, Respondent describes its “services” as follows:

“We create custom AI models that leverage your organization’s proprietary knowledgebase, a curated repository of your processes, best practices, and operational expertise - within a secure, air-gapped system.”

According to Complainant, the services listed on Respondent’s website emulate the services offered by Modulus under the MODULUS AI and MODULUS marks.

The founder and CEO of Complainant stated in a sworn declaration that he “attempted to communicate with Respondent by communicating through the Contact Us form on the website and through the email address listed on the website.” According to the CEO, these communications “went ignored.”

The CEO also stated that he performed an investigation, with the following results:

“I found no companies by the name of ‘Modulus AI’ or anything similar. I also found no other trademarks or tradenames using the phrase ‘Modulus AI’ or anything similar.”

5. Parties' Contentions

A. Complainant

Complainant contends that it has satisfied each of the elements required under the Policy for a transfer of the Domain Name.

B. Respondent

Respondent did not reply to Complainant's contentions.

6. Discussion and Findings

Paragraph 4(a) of the Policy lists the three elements which Complainant must satisfy with respect to the Domain Name:

- (i) the Domain Name is identical or confusingly similar to a trademark or service mark in which Complainant has rights; and
- (ii) Respondent has no rights or legitimate interests in respect of the Domain Name; and
- (iii) the Domain Name has been registered and is being used in bad faith.

A. Identical or Confusingly Similar

The Panel concludes that Complainant has rights in the trademark MODULUS AI through registration and use demonstrated in the record.

The Panel also concludes that the Domain Name is confusingly similar to the MODULUS AI mark. The Domain Name entirely incorporates the mark and inserts a hyphen between the two words. In the Panel's view, notwithstanding the hyphen, the MODULUS AI mark remains recognizable within the Domain Name.

Complainant has established Policy paragraph 4(a)(i).

B. Rights or Legitimate Interests

Pursuant to paragraph 4(c) of the Policy, Respondent may establish its rights or legitimate interests in the Domain Name, among other circumstances, by showing any of the following elements:

- (i) before any notice to you [Respondent] of the dispute, your use of, or demonstrable preparations to use, the Domain Name or a name corresponding to the Domain Name in connection with a bona fide offering of goods or services; or
- (ii) you [Respondent] (as an individual, business, or other organization) have been commonly known by the Domain Name, even if you have acquired no trademark or service mark rights; or
- (iii) you [Respondent] are making a legitimate noncommercial or fair use of the Domain Name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue.

The Panel concludes the Complainant has made out a prima facie case that Respondent lacks rights or legitimate interests in respect of the Domain Name. Respondent has not come forward in this proceeding to articulate any legitimate basis for registering the Domain Name. If Respondent were a business legitimately offering AI services under the name or mark MODULUS-AI, the Panel would have expected Respondent to step forward and present its bona fides in this case.

On this undisputed record, and given the fact that Respondent purports to operate in in the AI field (like Complainant), the Panel finds that Respondent is not using the Domain Name in connection with a bona fide offering of goods and services, but is targeting Complainant and its trademark for illegitimate commercial gain.

Complainant has established Policy paragraph 4(a)(ii).

C. Registered and Used in Bad Faith

Paragraph 4(b) of the Policy provides that the following circumstances, “in particular but without limitation,” are evidence of the registration and use of the Domain Name in “bad faith”:

- (i) circumstances indicating that Respondent has registered or has acquired the Domain Name primarily for the purpose of selling, renting, or otherwise transferring the Domain Name registration to Complainant who is the owner of the trademark or service mark or to a competitor of that Complainant, for valuable consideration in excess of its documented out of pocket costs directly related to the Domain Name; or
- (ii) that Respondent has registered the Domain Name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding domain name, provided that Respondent has engaged in a pattern of such conduct; or
- (iii) that Respondent has registered the Domain Name primarily for the purpose of disrupting the business of a competitor; or
- (iv) that by using the Domain Name, Respondent has intentionally attempted to attract, for commercial gain, Internet users to Respondent’s website or other online location, by creating a likelihood of confusion with Complainant’s mark as to the source, sponsorship, affiliation, or endorsement of Respondent’s website or location or of a product or service on Respondent’s website or location.

The Panel concludes that Respondent has registered and used the Domain Name in bad faith. The Panel incorporates here its discussion above in the “Rights or Legitimate Interests” section. The Panel concludes, on this undisputed record and in view of the Parties’ overlapping services, that Respondent’s registration of the Domain Name was probably done with knowledge of Complainant’s mark. The Panel also concludes on this record that Respondent’s purported offering of services at a commercial website constitutes bad faith use within the meaning of the above-quoted Policy paragraph 4(b)(iv).

Complainant has established Policy paragraph 4(a)(iii).

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 Domain Name <modulus-ai.com> be transferred to Complainant.

/Robert A. Badgley/

Robert A. Badgley

Sole Panelist

Date: December 21, 2025