

ADMINISTRATIVE PANEL DECISION

Keymailer Ltd. v. Xin Zhao, Savy Soda Pty Ltd
Case No. D2025-4853

1. The Parties

The Complainant is Keymailer Ltd., United Kingdom, internally represented.

The Respondent is Xin Zhao, Savy Soda Pty Ltd, Australia, represented by Studio Legal LLP, Australia.

2. The Domain Name and Registrar

The disputed domain name <keymailer.com> 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 21, 2025. On November 24, 2025, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On November 24, 2025, the Registrar transmitted by email to the Center its verification response confirming that the Respondent is listed as the registrant and providing the contact details.

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 the proceedings commenced on November 25, 2025. In accordance with the Rules, paragraph 5, the due date for Response was December 15, 2025. The Respondent requested an extension of the Response due date in accordance with paragraph 5(b) of the Rules. The Response was filed with the Center on December 17, 2025.

The Center appointed Adam Taylor as the sole panelist in this matter on December 24, 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 January 14, 2026, the Panel issued Procedural Order No. 1 (“PO1”) inviting the Complainant to provide certain documents and information, with an opportunity for the Respondent to comment. The Complainant and the Respondent filed submissions in response on January 19 and 21, 2026. The Panel will refer to the submissions below insofar as it considers them material.

The Complainant and the Respondent each sent a further email to the Center on January 22 and 23, 2026, respectively in relation to the PO1 submissions.

4. Factual Background

The Complainant has supplied its services under the mark KEYMAILER since around 2016. According to its website: “Keymailer started as the first tool for PR professionals to validate creators and influencers, then email them encrypted game activation keys... In the following five years we evolved into an international, interdisciplinary team that designs, builds and manages a system to facilitate comprehensive engagement between publishers and creators, enthusiasts, press and influencers of all kinds.”

The Complainant owns United Kingdom trade mark No. UK00003116328 for KEYMAILER, registered on November 25, 2016, in classes 35 and 42.

The Complainant operates a website at “www.keymailer.co”.

The Respondent describes itself as an “independent game development studio”.

On April 3, 2020, the Respondent signed up to the Complainant’s service.

On April 12, 2020, the Respondent paid the Complainant USD 500 for a three-month “Pro Tier” subscription in respect of “Pixel Starships”.

On April 25, 2020, the Respondent paid USD 11,500 for the disputed domain name, and the Respondent was registered as the owner of the disputed domain name on or around May 6, 2020.

The following is the summary of the correspondence between the Parties in 2021:

February 4, 2021: The Complainant observed that the Respondent was not using the disputed domain name and asked about the Respondent’s intentions, pointing out that the Complainant traded under the name and held the trade mark.

February 11, 2021: The Complainant chased, pointing out that the disputed domain name was listed for sale.

March 1, 2021: The Respondent stated that it was working to develop an “upcoming product”. The Respondent thanked the Complainant for making it aware of the Complainant’s trade mark and stated that it would not infringe the Complainant’s intellectual property rights. The Respondent apologised for the sale/landing webpage, which related to the previous owner of the disputed domain name, and promised to remove it as soon as possible.

March 1, 2021: The Complainant asked the Respondent to describe the product and to provide the intended release date so that the Complainant could confirm that it would not infringe its trade mark.

March 2, 2021: The Respondent stated that it did not disclose specific details of projects, or their intended release dates, as this might “impact the[ir] competitiveness”.

March 2, 2021: The Complainant pointed that: “keymailer” was not a dictionary word and the combined words denoted only “mailing keys”, which term was protected by the Complainant’s trade mark; the Respondent was aware of the name because it had created an account for, and used, the Complainant’s

system; any software product would infringe the Complainant's mark; and the Respondent had not responded to multiple contact attempts. The Complainant invited the Respondent to transfer the disputed domain name to the Complainant and use a different name for its product, and offered payment of reasonable out of pocket expenses.

March 2, 2021: The Respondent rejected the Complainant's accusations and asserted that: the Respondent had never listed the domain name for sale and did not intend to sell it; it had removed the previous owner's page when made aware of it; it was not a cybersquatter but, rather, a software developer that registered domain names for projects; and the disputed domain name comprised descriptive and generic words which were suitable for many uses, including the Respondent's proposed project, which was unrelated to that of the Complainant.

March 6, 2021: The Complainant stated that it was losing thousands of visitors annually, who were confused by the disputed domain name, with estimated annual lost revenue of up to USD 250,000. The Complainant questioned when the Respondent acquired the disputed domain name and reiterated its previous claims.

March 6 to 15, 2021: There were a number of further communications between the Parties reiterating their previous claims and culminating in an email from the Complainant stating that it had submitted a claim to the Center.

As of December 11, 2021, May 3, 2023, and November 14, 2025, the disputed domain name resolved to GoDaddy parking pages with a "Get This Domain" button. The 2025 version included the following pay-per-click ("PPC") links: "Play Steam Games for Free", "Earn Free Steam Games", "Free Games for Streamers".

The Respondent made the following posts on Kickstarter (the crowdfunding platform) relating to its game Pixel Starships 2:

- December 22, 2023: "Thanks so much to all our Backers... Please keep an eye on your emails and a reminder to complete backer surveys or else we won't know where to send the access codes to!"
- April 17, 2024: "We'll be mailing out access to keys to our Beta tier backers in the next few weeks. Please keep an eye out for those messages."

On May 27, 2025, the Respondent paid a further USD 1,498 subscription to the Complainant, in respect of Pixel Starships 2.

On August 28, 2025, the Respondent posted on Kickstarter: "We'll soon be posting out coupons to claim Rewards... You'll receive one set of codes now and additional sets later on. Keep an eye on your emails."

On August 29, 2025, the Respondent posted: "1st pack of new Backer Redeem Codes have been issue[d]".

As of September 9, 2025, the disputed domain name was redirected to the Pixel Starships 2 page on the Steam gaming platform.

There then followed a further round of correspondence between the Parties as follows:

September 10, 2025: The Complainant stated that: the Respondent had redirected the disputed domain name to promote its steam game "Pixel Starships 2", contradicting the Respondent's 2021 assurances that the disputed domain name would be used only for a separate non-infringing project; use of a 301 redirect had worsened the harm to the Complainant, which had recently noticed a measurable decline in site traffic; the Respondent had failed to disclose the redirect in correspondence with the Complainant's staff in recent months; the Complainant had expanded from four to 40 people since 2021 and was now in a better position to quantify the harm caused; and the Respondent controlled domain names relating to other well-known brands including Starbucks, Tomy (Tomica), Zynga (Words With Friends) and Hasbro (Monopoly). The Complainant offered to refund the USD 1,500 paid by the Respondent for access to the Complainant's platform that year and to provide free future access to the platform in return for the disputed domain name.

September 10, 2025: The Respondent stated that it used the disputed domain name to allow users of that game to redeem coupon codes which the Respondent sent out to its Kickstarter backers for the game launch, that code redemption is a built in feature of the Respondent's game "and it's within fair use of a domain name we own", but the Respondent had now disabled this link as a gesture of goodwill.

September 10, 2025: The Complainant thanked the Respondent for disabling the redirect. The Complainant reiterated its claims and stated that it found no evidence supporting the Respondent's alleged use.

September 12 and 13, 2025: The Parties exchanged further emails reserving their respective legal rights.

As of December 17, 2025, there was a page within the Respondent's Pixel Starships 2 backend system that was headed "Redeem Code" and contained a form enabling selection of a user to receive a code/reward, to be sent to the user's in-game mailbox.

The Respondent owns the following domain names: <starbux.org>, <tomicatrains.com>, <wordsvsfriends.com> and <fantasymonopoly.com>.

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:

- the terms "keymailer" and "key mailer" do not appear in standard English dictionaries;
- in the gaming and digital distribution industry, those terms denote the Complainant and are not generic, whereas the industry uses category terms such as "key distribution platform", "game key service", and "digital key marketplace";
- the Respondent has provided no objective evidence in support of its assertion that "keymailer" has a generic meaning;
- the Respondent's status as a paying customer of the Complainant before registration of the disputed domain name confirms the Respondent's actual knowledge of the Complainant and the Respondent also maintained a paid subscription at the time of the September 2025 redirect;
- if the Respondent had simply wished to operate its own independent key-distribution or redemption service, it could have selected a descriptive domain name, whereas the Respondent chose the Complainant's exact trade mark and never used the disputed domain name as a distinct "Keymailer"-branded service;
- the earlier passive holding and "for sale" pages constitute bad faith;
- the "for sale" pages and the Respondent's refusal to provide a non-confidential description of planned legitimate use are consistent with a primary purpose to sell the disputed domain name;
- instead of adopting remedial measures in response to the Complainant's notices, such as providing non-confidential clarifications or implementing a "neutral disambiguation page", the Respondent implemented the redirect, contrary to its previous assurances of a separate non-conflicting project, and then failed to disclose the redirect while corresponding with the Complainant;
- the Respondent's redirection of the disputed domain name to promote its own game is inconsistent with any plan for legitimate use and is evidence of use in bad faith;
- the Complainant does not accept the Respondent's explanation that it implemented the redirect to facilitate "coupon redemption tied to a game launch" as fully consistent with the record but, even if it were, the redirection of a domain name identical to the Complainant's mark, while the Respondent was a paying customer of the Complainant, still constituted use in bad faith;
- the Respondent's disabling of the link does not cure the prior bad faith;

- the Respondent's inconsistent positions from "separate project" (2021) to "coupon redemption" (2025), combined with nondisclosure of the redirect during correspondence, support an inference that the Respondent was not acting transparently; and
- the Respondent breached the Complainant's Terms of Service which prohibit conduct infringing the Complainant's intellectual property rights or harming its business interests;

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:

- it is a bona fide game developer and maintains a portfolio of domain names for current products, legacy products, testing and future projects;
- the Respondent routinely builds game features and supporting systems including those relating to redeemable codes, coupons and digital access keys;
- the Respondent has made demonstrable preparations to use the disputed domain name in connection with a bona fide offering of goods or services) and/or has made legitimate noncommercial or fair use without intent for commercial gain misleadingly to divert consumers;
- the string "keymailer" comprises two ordinary English words - in the Respondent's industry, "keys" and "codes" (including game keys, redeemable codes and coupons) are commonplace and a "mailer" is commonly understood to be a mechanism for sending such items to recipients;
- the Respondent was aware that "there was a company called Keymailer operating in the games industry" but did not acquire the disputed domain name in connection with that company;
- the Respondent acquired the disputed domain name due to its descriptive suitability for the Respondent's internal and user-facing key/coupon distribution and redemption purposes;
- in particular the Respondent considered the phrase "key mailer" to be "naturally descriptive for a tool or workflow involving sending redeemable keys or codes to users (for example, game keys, access codes, coupon codes, rewards or redemption codes)", which are common requirements in the games sector;
- the Respondent's former paid account with the Complainant's platform was for its own projects, not to exploit the Complainant's mark, and it does not indicate that the Respondent lacked legitimate interests in acquiring a domain name comprised of descriptive words for the Respondent's own internal or user-facing key/coupon distribution purposes;
- a "curated sample of descriptive domains" owned by the Respondent demonstrates that the Respondent registered the disputed domain name as a one-off targeting exercise - the sample includes: <nearacoupon.com>, <couponsapp.com.au>, <passauthor.com>, <passsmith.com> and <passbooth.com>;
- the Respondent has not used the disputed domain name to offer a competing "Keymailer" influencer key distribution service or to host a website that suggests a connection with the Complainant;
- the Respondent did not develop the disputed domain name into a standalone website immediately after acquisition, as the Respondent had competing development priorities;
- the Respondent is not liable for the "for sale" message/PPC links that had been placed by the previous owner and which were removed by the Respondent when made aware of them; the Respondent itself never listed the disputed domain name for sale or offered it to the Complainant;
- non-use or parking is not determinative of bad faith and it is common for bona fide operating business like the Respondent to hold domain names pending resourcing and development;
- the Respondent is not a domain reseller and has never acquired domains for sale to trade mark owners;
- the three-week redirection of the disputed domain name to a Pixel Starships 2 page in September 2025 was "part of a key/coupon redemption or similar user flow" associated with the Respondent's own game launch activity; this was "a global redirect and was used in connection with sending keys to Kickstarter backers and/or enabling code redemption flows for the Respondent's own game users";

- the existence of a “Redeem Code” feature within its game illustrates that the sending/redeeming codes is a real part of the Respondent’s product environment and supports the Respondent’s contention that its intended use of the disputed domain name related to “its own game workflows” rather than any attempt to impersonate the Complainant;
- the redirect was not a representation that the Respondent was the Complainant;
- the Respondent accepts that “with hindsight” configuring the disputed domain name in this way “created a risk of misunderstanding” and the Respondent therefore discontinued it promptly after the Complainant raised concerns;
- GoDaddy does not provide historic records that would enable the Respondent to produce precise timestamps or traffic volumes in relation to the redirect;
- the Respondent’s rejection of the Complainant’s settlement offer (a refund and free access) does not convert the Respondent’s acquisition into a purchase “primarily for the purpose of sale” to the Complainant;
- the Respondent did not register the disputed domain name as part of a pattern of blocking or bad faith targeting; and
- as a whole, the Respondent’s conduct is inconsistent with classic cybersquatting indicia.

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 trade mark 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 trade mark or service mark for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.2.1.

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.

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 recognised 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.

As to paragraph 4(c)(i) of the Policy, panels tend to assess respondent rights or legitimate interests in the present, i.e., with a view to the circumstances prevailing at the time of the filing of the complaint. [WIPO Overview 3.0](#), section 2.11. Here, so far as the Panel is aware, the disputed domain name was not being used for an active website when the Complaint was filed, let alone for a bona fide offering of goods or services.

In any case, for the reasons given under the third element below, the Panel does not consider that the Respondent's previous use of the disputed domain name would have constituted a bona fide offering/demonstrable preparations either.

Nor is there any evidence that paragraphs 4(c)(ii) or (iii) of the Policy are relevant in the circumstances of this case.

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 the following:

First, not only does the Respondent acknowledge that it was aware of the Complainant when it acquired the disputed domain name, but the Respondent signed up for the Complainant's service some three weeks before - and paid a USD 500 subscription fee to the Complainant only 13 days before - the Respondent started the process of registering the disputed domain name. The Complainant must therefore have been reasonably to the forefront of the Respondent's mind at the time of acquisition of the disputed domain name.

Second, in pre-action correspondence (on March 1, 2021), the Respondent claimed that it had registered the disputed domain name in connection with an "upcoming project" that would allegedly not infringe the Complainant's intellectual property rights, but the Respondent declined to accede to the Complainant's request for a description of the alleged project on grounds that disclosure might "impact [its] competitiveness". Nor does the Response provide any details of the alleged project, let alone supporting dated evidence, despite the Complainant having questioned the existence of the alleged project. Indeed, the Respondent has not even mentioned the project, instead claiming generally that it registered the disputed domain name because of its "descriptive suitability for the Respondent's internal and user-facing key/coupon distribution and redemption purposes". If this was really the Respondent's purpose, then one would have expected the Respondent to have explained this when first confronted by the Complainant, instead of simply invoking an alleged specific project, which seems never to have existed. The Respondent's approach appears defensive and evasive.

Third, the Respondent claims that, in the Respondent's industry, "keys" and "codes" - including game keys, redeemable codes and coupons - are commonplace, that a "mailer" is commonly understood to be a mechanism for sending such items to recipients and that the combined term is "naturally descriptive". However, the Respondent has not asserted that the combined term "keymailer" is in common use, or sought to contest the Complainant's extensive evidence indicating that, in the gaming and digital distribution industry, "keymailer" denotes the Complainant.

While the Respondent has produced a "curated sample of descriptive domains" including five domain names including the word "coupon" or "pass", the Panel does not consider that these displace the likelihood that the Respondent registered the disputed domain name by reference to the Complainant rather than for its alleged descriptive qualities.

Fourth the Respondent has not clearly explained its three-week redirect of the disputed domain name to the Respondent's game listing on the Steam games platform in August/September 2025.

In its email of September 10, 2025, the Respondent claimed that the purpose of the redirect was simply to enable game users to “redeem codes” that it had sent to its Kickstarter backers. In the Response, the Respondent described the redirect as part of a key/coupon redemption “or similar user flow”. Separately in the Response, the Respondent said that its purpose was “sending keys to Kickstarter backers and/or enabling code redemption flows”. Accordingly, the Respondent has equivocated somewhat as to the exact alleged purpose of the redirect.

Furthermore, despite the Complainant casting doubt on the Respondent’s explanation, both in pre-action correspondence and in the Complaint, the Respondent has not explained exactly how, or provided any evidence demonstrating that, the disputed domain name was in fact used in connection with a code-related “flow”. Nor has the Respondent explained how redirection of the disputed domain name to the game page on Steam fitted in with the “workflow”.

The only evidence supplied by the Respondent is a form on a backend page headed “Redeem Code” within the Respondent’s own system dated December 17, 2025, whereby the Respondent could select a user to receive a code/reward, which would then be sent to the user’s in-game mailbox. This page does not mention the disputed domain name or any similar terms. It refers to “codes” and “rewards”, but not “keys”. Nor is there any reference to a “mailer” or any other despatch process, apart from a note that rewards will be sent to the user’s in-game mailbox.

Furthermore, the Complainant has produced the Respondent’s Kickstarter page, which includes a number of posts between December 22, 2023, and August 29, 2025, regarding issuance of “codes”/“keys”, in each case by email. Again, none of these posts mentions the disputed domain name.

Accordingly, the Respondent has failed to convince the Panel that its August/September 2025 redirection of the disputed domain name was connected with despatch or redemption of “codes” or “keys”, whether in an internal or user-facing context.

Fifth, the Respondent terminated the redirect when confronted by the Complainant and conceded that “with hindsight”, configuring the disputed domain name this way “created a risk of misunderstanding”. In the Panel’s view, this is tantamount to an admission that the Respondent had used the disputed domain name in a way that was likely to confuse users into thinking that it was connected with the Complainant.

For the above reasons, the Panel concludes that the Respondent has intentionally attempted to attract Internet users to its website for commercial gain by creating a likelihood of confusion with the Complainant’s trade mark in accordance with paragraph 4(b)(iv) of the Policy.

The Panel would add that, in reaching this conclusion, it has placed no reliance on the other domain names owned by the Respondent that are allegedly referable to third party trade marks. Nor has the Panel taken account of the use of the disputed domain name for Registrar parking pages with sale notices and PPC links.

Furthermore, nothing turns on the Complainant’s 2025 offer of a subscription refund plus free future access to its platform. To the Panel, the offer was a standard attempt by a complainant to resolve a dispute without the need for formal proceedings and is by no means any form of admission. Also, the Panel agrees with the Respondent’s contention that its rejection of the offer did not convert the Respondent’s acquisition of the disputed domain name (some five years earlier) into a purchase primarily for the purpose of sale to the Complainant. The Panel has found bad faith on other grounds, as explained above.

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 <keymailer.com> be transferred to the Complainant.

/Adam Taylor/

Adam Taylor

Sole Panelist

Date: January 26, 2026