

ADMINISTRATIVE PANEL DECISION

CDW LLC v. Internet Marketing Australia Pty Ltd
Case No. DAU2025-0045

1. The Parties

The Complainant is CDW LLC, United States of America ("United States"), represented by Actuate IP, Australia.

The Respondent is Internet Marketing Australia Pty Ltd, Australia, self-represented.

2. The Domain Name and Registrar

The disputed domain name <cdw.com.au> is registered with Micron21 Data Centre Pty Ltd (the "Registrar").

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the "Center") on October 3, 2025. On October 3, 2025, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On October 19 and 22, 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 .au Dispute Resolution Policy (the "Policy"), the Rules for .au Dispute Resolution Policy (the "Rules"), and the WIPO Supplemental Rules for .au Domain Name Dispute Resolution Policy (the "Supplemental Rules").

In accordance with the Rules, paragraphs 2(a) and 4(a), the Center formally notified the Respondent of the Complaint, and the proceeding commenced on October 27, 2025. In accordance with the Rules, paragraphs 5(a) and 5(d), the due date for Response was November 30, 2025. The Response was filed with the Center on November 30, 2025.

The Center appointed Sebastian M.W. Hughes as the sole panelist in this matter on December 4, 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 December 15, 2025, the Respondent submitted an unsolicited supplemental filing to the Center (a copy of “without prejudice save as to costs” correspondence sent by the Complainant’s legal representatives to the Respondent, after the commencement of this proceeding).

4. Factual Background

A. Complainant

The Complainant is a private company incorporated in Illinois in the United States, carrying on business since 1994 as a provider of a range of IT and telecommunications goods and services under the word and logo trade mark CDW (the “Trade Mark”).

The Complainant has had an office in Sydney, Australia, since 2013 to manage its Australian sales operations, and currently has approximately 694 customers in Australia.

The Complainant is the owner of several registrations in Australia for or comprising the Trade Mark, the first of which, registration No. 1694543, was registered with a registration date of May 19, 2015.

The Complainant has registered and used the domain name <cdw.com> since around 1994 in respect of the Complainant’s global website promoting and offering for sale the Complainant’s goods and services under the Trade Mark. The Complainant has registered and used the domain name <au-cdw.com.au> since around 2016 in respect of the Complainant’s Australian website promoting and offering for sale the Complainant’s goods and services under the Trade Mark to customers in Australia.

B. Respondent

The Respondent is a company incorporated in Australia, carrying on business as a domain name investor.

The Respondent is the owner of several hundred Australian domain names relating to car rental, vehicle hire and insurance.

C. The Disputed Domain Name

The disputed domain name was registered on April 11, 2008.

D. Use of the Disputed Domain Name

The Respondent has used the disputed domain name, at various times since its registration, in respect of (i) default hosting web pages; (ii) web pages referencing hire cars and Collision Damage Waiver insurance; and (iii) monetised pay-per-click (“PPC”) web pages. The disputed domain name has also, more recently, been listed for sale (with no specified sale price) via Sedo.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, as to the Respondent’s alleged lack of rights or legitimate interests in the disputed domain name, that:

- (i) The term “cdw” has no common or generic meaning in relation to software, hardware and IT-related businesses;
- (ii) The Respondent has used, on its monetised PPC web pages, links to websites of the Complainant’s competitors to compete with and capitalise on the reputation and goodwill of the Complainant’s Trade Mark; and
- (iii) The Respondent has actively chosen keywords linked with its PPC web pages to compete with and capitalise on the reputation and goodwill of the Complainant’s Trade Mark.

As to registration or use in bad faith, the Complainant notably contends that:

- (i) The disputed domain name has been used by the Respondent in an intentional attempt to attract, for commercial gain, Internet users to the third-party PPC links, by creating a likelihood of confusion with the Complainant’s Trade Mark as to the source, sponsorship, affiliation, or endorsement of the third-party PPC links;
- (ii) The third-party PPC links correspond to keywords that are targeted to compete with or capitalise on the reputation and goodwill of the Complainant’s Trade Mark;
- (iii) The term “cdw” has no common or generic meaning in relation to software, hardware and IT-related businesses, and the Complainant’s Trade Mark has had since at least 1994 a strong reputation in relation to those goods and services. It is reasonable to infer that the Respondent would have been aware of the Complainant’s Trade Mark at the time of registering the disputed domain name, and there is no other apparent legitimate reason for the Respondent’s registration of the disputed domain name; and
- (iv) It is also reasonable to infer that the disputed domain name was registered for the purposes of selling, renting, or otherwise transferring the disputed domain name to the Complainant or to a competitor of the Complainant, for valuable consideration in excess of the Respondent’s out-of-pocket costs. The disputed domain name is listed for sale on the domain name marketplace Sedo.com for “min. 5,000 USD”.

B. Respondent

The Respondent contends that none of the elements required under the Policy for a transfer of the disputed domain name has been satisfied.

Notably, the Respondent contends that:

- (i) In addition to other meanings, the acronym “cdw” is commonly used as an abbreviation for “Collision Damage Waiver” – a standard insurance term in the rental vehicle sector - as is confirmed in the dictionary definitions for the term filed by the Complainant together with the Complaint;
- (ii) The Respondent has rights or legitimate interests in the disputed domain name. At the time of its registration, the disputed domain name represented a logical and commercially relevant addition to the Respondent’s domain name portfolio;
- (iii) At the time of the Respondent’s registration of the disputed domain name in 2008, (1) the Complainant had no presence, office or subsidiary in Australia (its first office in Australia did not open until 2013); (2) the Complainant had no registrations or pending applications for the Trade Mark in Australia (the first filing did not occur until 2015); (3) the Complainant had no demonstrated reputation in Australia; and (4) the Complainant was completely unknown to the Respondent;
- (iv) Accordingly, there is no basis for concluding that the Respondent targeted the Complainant and its Trade Mark at the time of registration of the disputed domain name;

(v) As for the allegation of subsequent use of the disputed domain name in bad faith, the Respondent maintains that it was not aware of the Complainant or of its Trade Mark until the receipt of the Complainant's letter before action, received just prior to the filing of this Complaint, in October 2025;

(vi) In any event, the Respondent's use of the disputed domain name over the years since its registration has been consistent with the Respondent's legitimate business as an investor in domain names in the insurance and vehicle rental fields;

(vii) The Complainant's allegation as to deliberate use of keywords targeting the Complainant and its Trade Mark is misconceived. The monetised PPC web page service used by the Respondent in respect of the disputed domain name (1) does not permit manual keyword targeting; and (2) generates PPC links automatically based on visitor location, device, and ad-network algorithms. Different users may see entirely different links; and

(viii) At the time of registration, auDA did not permit the sale of ".com.au" domain names. Although the disputed domain name has more recently been listed on Sedo.com, the Respondent has not in fact sold any of its domain names on Sedo.com for ten years, and has not sold any of its domain name for four years. In listing the disputed domain name on Sedo.com, the Respondent did not target the Complainant, or its competitors in the IT and telecommunications industry.

In light of the above, the Respondent requests a finding of Reverse Domain Name Hijacking ("RDNH").

6. Discussion and Findings

The Respondent's Supplemental Filing

Unsolicited supplemental filings filed after panel appointment are usually only allowed in exceptional circumstances.

In the present proceeding, the Panel finds that the Respondent has failed to demonstrate any such exceptional circumstances.

Accordingly, the Panel refuses to allow the Respondent's supplemental filing. In any event, even if the Panel had admitted the Respondent's supplemental filing, it would not have affected the outcome of this proceeding.

6.2 Substantive Elements of the Policy

The Complainant must prove each of the three elements in paragraph 4(a) of the Policy in order to prevail.

A. Identical or Confusingly Similar

The Panel finds that the Complainant has rights in the Trade Mark.

Disregarding the Second-Level Domain and country code Top-Level Domain, the disputed domain name is identical to the Trade Mark.

Therefore, the Complainant has established the first requirement under the Policy.

B. Rights or Legitimate Interests

Paragraph 4(c) of the Policy provides a list of non-exhaustive circumstances any of which is sufficient to demonstrate that a respondent has rights or legitimate interests in a disputed domain name:

- (i) before any notice to the respondent of the dispute, the respondent's bona fide use of, or demonstrable preparations to use, the disputed domain name or a name corresponding to the disputed domain name in connection with an offering of goods or services (not being the offering of domain names that the respondent has acquired for the purpose of selling, renting or otherwise transferring); or
- (ii) the respondent (as an individual, business, or other organisation) has been commonly known by the disputed domain name even if the respondent has acquired no trade mark or service mark rights; or
- (iii) the respondent is making a legitimate non-commercial or fair use of the disputed domain name, without intent for commercial gain to misleadingly divert consumers or to tarnish the name, trade mark or service mark at issue.

The dictionary definitions relied upon by both Parties in this proceeding demonstrate that the acronym "cdw" is commonly used as an abbreviation for "Collision Damage Waiver". The Respondent has filed further evidence from "Acronym Finder" of numerous other usages of the acronym "cdw" as abbreviations for terms and phrases unrelated to the Trade Mark and the IT and telecommunications goods and services provided thereunder by the Complainant.

It is well-established that the registration of three letter acronyms by domain name investors, and their subsequent monetisation, either by way of PPC links, or by sale to the highest bidder, may give rise to rights or legitimate interests for the purposes of the Policy, provided such use relates to commonly used dictionary terms and is not shown, instead, to be targeting a third party's trade mark.

In light of the Respondent's established business as an investor in domain names relating to the insurance and vehicle rental sectors, and in light further of the fact there is no evidence before the Panel that the Complainant had any business in Australia or any goodwill or reputation in the Trade Mark in Australia at the time of registration of the disputed domain name, the Panel finds that the Complainant has failed to demonstrate that the Respondent lacks rights or legitimate interests in the disputed domain name.

Therefore, the Complainant has failed to establish the second element under the Policy.

C. Registered or Subsequently Used in Bad Faith

In addition to its registrations for the Trade Mark in Australia, dating from 2015, the Complainant relies on unregistered trade mark rights – asserting that, by virtue of its use by the Complainant, the Trade Mark has become a distinctive identifier which consumers associate with the Complainant's goods and services. In this regard the Complainant has submitted, in the Complaint (i) a table setting out its total sales in the Australian market for the years 2021 to 2024; (ii) a table setting out its total global sales for the years 2020 to 2024; and (iii) a table setting out its total global marketing expenditure for the years 2018 to 2024.

The Complainant has also submitted excerpts dated October 1, 2025, from its YouTube, Facebook, LinkedIn and X social media pages (which are said to have been active since around January 2011, around November 2007, around August 2023 and around January 2012, respectively).

There is however before the Panel no contemporaneous evidence as to any use of the Trade Mark, whether in Australia or elsewhere, at the time of registration of the disputed domain name (April 11, 2008).

In light of the fact the Complainant's office in Australia did not open until 2013, the Complainant's earliest Australian registration for the Trade Mark was not filed until 2015, and there is no evidence before the Panel of any use by the Complainant of the Trade Mark in Australia at the relevant time, the Panel is unable to draw the requested inference that the Respondent was aware of and was targeting the Complainant and its Trade Mark at the time of registration of the disputed domain name, in 2008. The evidence before the Panel supports the conclusion that, as indeed asserted by the Respondent in the Response, the Respondent had no knowledge of the Complainant and of its Trade Mark at the time of registration of the disputed domain name.

The Panel is also unable to draw any inference or conclusion that the Respondent's subsequent use of the disputed domain name, in respect of monetised PPC links, and the Respondent's subsequent offer to sell the disputed domain name via Sedo.com (apparently for an unlisted sale price, under the banner "Make [an] Offer"),¹ amounts to bad faith for the purposes of the Policy. In all the circumstances, as a professional domain name investor with a suite of domain name registrations in Australia pertaining to insurance and vehicle rentals, the Respondent's use of the disputed domain name in connection with its established dictionary meaning does not demonstrate the requisite targeting of the Complainant's Trade Mark – especially in light of the Complainant's contention that the term "cdw" has no common or generic meaning in relation to software, hardware and IT-related businesses.

The Panel accepts that any user-specific sponsored links on the PPC pages used by the Respondent in respect of the disputed domain name which may have referenced IT and telecommunications goods and services of the Complainant or its third party competitors were likely generated by ad-network algorithms, noting also the Respondent's submissions that its PCC web page provider does not allow for manual input of keywords. There is accordingly, in all the circumstances, no basis for drawing the inference that, subsequent to its registration, the Respondent has used the disputed domain name to target the Complainant and its Trade Mark.

The Respondent's assertion that, prior to receipt of the Complainant's letter before action in October 2025, it had no knowledge of the Complainant and of the Trade Mark, provides further support for the conclusion that, in subsequently using the disputed domain name, the Respondent has not targeted the Complainant and its Trade Mark. There is no direct evidence before the Panel to support the contrary.

For all the foregoing reasons, the Panel concludes that the disputed domain name has not been registered or used bad faith, under paragraph 4(b)(i) of the Policy.

Therefore, the Complainant has failed to establish the third element under the Policy.

D. RDNH

The Panel considers there is force in the Respondent's submissions that the Complainant, being represented by experienced counsel, ought to have known that, on the facts, it was impossible for the Complainant to show that the Respondent had knowledge of, and was targeting, the Complainant and its Trade Mark at the time of registration of the disputed domain name.

The Respondent's allegations as to subsequent use in bad faith rely heavily on the unsubstantiated assertion as to deliberate keyword targeting of the Trade Mark via the Respondent's PPC web page for the disputed domain name. Panels have repeatedly held that sponsored links generated automatically by algorithms do not support a finding of bad faith where the advertisements have not been selected by a respondent (either by use of keywords, or otherwise).

Absent any evidence of targeting, there can also be no basis for alleging subsequent bad faith use, by the offer for sale of a domain name consisting of a three-letter acronym by a domain name investor such as the Respondent herein.

The Panel also considers that the Complainant and its counsel ought to have recognised that, on the facts of this proceedings, it would not be possible to demonstrate that the Respondent did not have rights or legitimate interests in the disputed domain name.

¹ On its face, this is contrary to the Complainant's assertion as to a minimum sale price of USD 5,000 (although, in all the circumstances, even if the disputed domain name was offered for sale at this minimum price, it would not change the Panel's analysis in respect of the third limb of the Policy).

It was, in all the circumstances, and on the facts of this case, inappropriate for the Complainant to request the Panel to draw the inferences sought.

In light of the above, the Panel makes a finding of RDNH against the Complainant.

7. Decision

For all the foregoing reasons, the Complaint is denied.

/Sebastian M.W. Hughes/

Sebastian M.W. Hughes

Sole Panelist

Date: December 23, 2025