

CHANNEL ISLANDS DOMAIN DISPUTES

C.I.D.D. DOMAIN DISPUTE SERVICE AND ARBITRATION
A TIMELY SERVICE

CIDRS0006

IN THE CASE OF THE DOMAIN NAME LEVELUP.GG

Level Up Management BV
(Complainant)

-v-

Steven Hartley / MediaName.com
(Respondent)

DECISION OF THE ADJUDICATOR

1. This Complaint is made in accordance with the Channel Islands Dispute Resolution Service Policy, the Terms and Conditions for Domain Name Registration (GG/JE) of February 2017 (v17.02), and the Channel Islands Domain Disputes Rules (*CIDD Rules*).

2. **THE COMPLAINANT**

The Complainant in this administrative proceeding is Level Up Management BV which is a company incorporated in Belgium and whose address contact details are:

Level Up Management BV (0744.391.361)
Frilinglei 77
2930 Brasschaat
Belgium

and the submission is signed by the Founder and CEO, Mats Adams.

The complainant utilises the domain name **levelupagency.eu**.

3. **THE RESPONDENT**

3.1. The Respondent is listed in the registry records as Steven Hartley /MediaName.com of Philadelphia.

3.2. The Respondent was represented by Advocate Ankur Raheja, CyLaw Solutions, India, a lawyer registered with Bar Council of Delhi, India as an Advocate, under registration no. D/93/2005.

4. **DISPUTED DOMAIN**

levelup.gg

5. **GROUND ON WHICH A COMPLAINANT MAY SUCCEED**

5.1. The rules for a successful domain dispute are set out at at :-

<http://disputes.gg/rules.html>.

5.2. In simple terms in order to succeed, a Complainant must show that the registration is one of the following:

(a) An Abusive Registration at the time of Registration or Acquisition

meaning that the Domain Name was registered or otherwise acquired in a manner which, at the time when the registration or acquisition took place, took unfair advantage of or was unfairly detrimental to the Complainant's Rights;

- (b) An Abusive Registration by virtue or use

meaning that has been used in a manner which has taken unfair advantage of or has been unfairly detrimental to the Complainant's Rights;

- (c) A Registration that is Identical or Materially Similar to Rights held by the Complainant which rights are Infringed by the Respondent's registration or use of the domain;
- (d) A Registration that breaches registered or common law rights held by the Complainant in respect of a name or mark (trade mark) which is identical or similar to the Domain Name;

5.3. The Complainant must also show that

- (a) the use of the Domain Name by the Respondent amounts to infringement of the Complainant's rights (on the balance of probabilities; or
- (b) that the Domain Name, in the hands of the Respondent, is an Abusive Registration; or
- (c) that the Domain Name has a Destabilising Use; or
- (d) that the Respondent is using or threatening to use the Domain Name in a way which objectively may materially (or materially risks) damage the financial standing, security or reputation of the Island or the Channel Islands in particular.

5.4. The Rules set out a non-exhaustive list of what **may** constitute evidence of Abusive Registration which include:

- (a) circumstances indicating that the Respondent has registered or otherwise acquired the Domain Name primarily for the purposes of selling, renting or otherwise transferring the Domain Name to the Complainant or to a competitor of the Complainant, for valuable consideration in excess of the Respondent's documented out-of-pocket costs directly associated with acquiring or using the Domain Name; or

- (b) that the Domain Name constituted a blocking registration against a name or mark in which the Complainant has Rights; or
- (c) that the Domain Name was registered or acquired for the purpose of unfairly disrupting the business of the Complainant; or
- (d) that the Domain Name was registered or acquired for the purpose of improperly requiring the Complainant to license advertising or other linkage on the site; or
- (e) that the circumstances of use indicate **on the balance of probabilities** that the Respondent is using or threatening to use the Domain Name in a way which objectively has confused or is likely to confuse people or businesses into believing that the Domain Name is registered to, operated or authorised by, or otherwise connected with the Complainant (and for these purposes the use of any statement on the website may be taken in to consideration); or
- (f) the Domain Name was registered as a result of a relationship or intended relationship between the Complainant and the Respondent, and the Complainant has been using the Domain Name registration exclusively, (save under written licence the circumstances or terms of which are indicative of retained ownership and use by the Respondent in the event of termination) and has paid (or where applicable reimbursed payment) (whether in money or other valuable consideration) for the registration and/or renewal of the Domain Name registration.

5.5. The Adjudicator can take into account any Pattern of Abuse, for example where the Complainant can demonstrate that the Respondent is engaged in a pattern of registrations where the Respondent is the registrant of domain names (under .gg or .je or otherwise) which correspond to well known names or trade marks in which the Respondent has no apparent rights, and the Domain Name is part of that pattern. The Adjudicator can also take into account any false details in registration designed to hide the identity of the Registrant or their patterns of registration.

6. **GROUND ON WHICH A COMPLAINANT MAY NOT SUCCEED**

6.1. There are also grounds upon which it is possible for the Adjudicator to determine that there was a legitimate registration of the domain and the rules set out a non-exhaustive list of factors which may be evidence that the Domain Name is not an Abusive Registration. These include:

- (a) that before being aware of the Complainant's cause for complaint (not necessarily the 'Complaint' under the CIDDD), the Respondent has used or made demonstrable preparations to use the Domain Name or

a domain name which is similar to the Domain Name in connection with a genuine offering of goods or services;

- (b) that the Registrant has been commonly known by the name or legitimately connected with a mark which is identical or similar to the Domain Name for a significant period prior to Complaint and without notice of the existence of the Complainant and/or the Complainant's rights; or
- (c) that the Registrant has been commonly known by the name or legitimately connected with a mark which is identical or similar to the Domain Name for a significant period co-existently with the Complaint and without notice of the existence of the Complainant and/or the Complainant's rights, such that estoppel, acquiescence or similar defences may apply; or
- d) that the Registrant has made legitimate non-commercial or fair use of the Domain Name;
- (e) that the Respondent has been known by a name reflective of the domain name for a significant time and without notice of the existence of the Complainant and/or the Complainant's rights or assertions in relation to the name and in the circumstances, the registration and use of the domain name at the date of filing of the Complaint (or where relevant at the date of first complaint by the Complainant) is reasonable;
- (f) that the Domain Name is generic or descriptive and the Respondent is making fair use of it (and the adjudication may consider a phonetic equivalence of a generic term);
- (g) that the Respondent's holding of the Domain Name is consistent with an express term of a written agreement entered into between the Complainant and Respondent;
- (h) that the Respondent widely used the domain name, or otherwise took steps to make the Complainant aware of its use of the Domain Name in writing and the Complainant acquiesced in the use if the same for a material period of time.

7. **GROUND OF DISPUTE**

7.1. The Grounds of dispute are, *inter-alia*, that

- a. Identical or Similar Rights are Infringed (Rule 2.1) and Complainant has Rights in respect of a name or mark which is identical or similar to the Domain Name (*Rule 2.1.1*);

- b. The Domain Name is identical or confusingly similar to a trade mark in which the Complainant has rights.
- c. The use of the Domain Name by the Respondent amounts to infringement of the Complainant's Rights (*Rule 2.1.2*).

7.2. Although not alleged, the Adjudicator will consider a further ground of dispute as to whether the circumstances amount to an abusive registration

7.3. It is common ground that the Respondent had no license or agreement with the Complainant.

7.4. The Complainant's case is that the domain name was previously registered and that in or about June 2020, having been cancelled by the previous registrant, the Registry commenced the process of making the domain name available for registration again by the public.

7.5. The Claimant further states: *"My clients, business partners and the gaming entertainment industry are aware of us under our Level Up branding therefore the domain is of paramount importance. The domain squatter is aware of this and is attempting to extort my business with unreasonable demands."*

7.6. The Level Up Agency website opens with the use of a logo Level Up and states: *"With over 15 years of experience in the gaming and entertainment industry, we have been able to utilise our network and social contacts to support a wide breadth of streamers, broadcast talent, and professional players."*

7.7. Level Up Agency asserts on its website that it has worked with a large number of clients and displays trademarks of some of these including Red Bull, Lego, Monster Energy, Lenovo, Samsung, Western Digital and others.

7.8. The Complainant was interested in acquiring the domain name for use in its business, failed in a competitive drop-catching bidding sequence, and then when the name was listed for sale at \$10,000 (subsequently \$5,000), made offers but failed to offer a price over \$300 with the result that that open market negotiations to acquire the name failed.

7.9. The Complainant then commenced the domain dispute complaint that is being considered

8. **COMPLAINANT RIGHTS**

8.1. The Complainant provides few details about the setting up of the Level Up Management BV and asserts that its existence can be found on the Crossroads Bank for Enterprises website database. This shows an entity listed as Level Up Management BV.

8.2. The Complainant refers to its website at **levelupagency.eu** and this refers to the entity as an agency and therefore the entity LevelUp Management BV must be assumed to also utilise a trading name of LevelUp Agency. The website also features *LinkedIn* and *Twitter* names/handles/tags of *@levelupgg*, although an earlier site featured these names/handles/tags as *@levelupeu*.

8.3. Agency is a term referring to a company or entity that acts on behalf of another entity as that other entity's agent and nothing turns on this.

8.4. **Trademarks**

The Complainant has **not** asserted that it has any registered trademarks and none are found in the Adjudicator's EU and US searches.

8.5. **General rights**

The Complainant asserts rights from its name 'Level Up Management BV' (trading as Level Up Agency) and strictly speaking, the marks that arise from the complainant are 'Level Up Management' and 'Level Up Agency'.

8.6. The name "level up" is only part of those names. The rights of the Complainant therefore derive from the names Level Up Management and Level Up Agency. These are very weak rights in relation to the name "levelup".

8.7. To the extent that any assistance could arise from the use of Twitter and linked-in handles/names of *@levelupgg* the Adjudicator has entirely discounted these handles for the reasons set out below. In any event, any rights arising from these *@levelupgg* handles/names are effectively non-existent as they are constructs created following the filing of the initial complaint.

8.8. As Levelup is a generic term (see below), even the Complainant's rights in Level Up Management and Level Up Agency are weak and consequently the Complainant has a very high hurdle to show that the domain name "levelup.gg" is infringing of the Complainant's marks.

9. **REGISTRANT RESPONSE**

The Respondent:

9.1. states that since 2013, the Respondent has registered hundreds of common-word and combined letter domain names for investment and

development and continues to register inherently valuable short “.com” and other ccTLD domain names including .gg, because the decisions of impartial panels of legal experts have found in favour of such a business strategy of domain investing;

- 9.2. asserts that the term LevelUp is a generic term used in varied fields from Management to Sports to Technology. The dictionary defines the same as "make something same as other similar things" and it has synonyms as "increase", "go up", "double", "soar", "multiply", "grow";
- 9.3. asserts further that the word is used in the field of Management as much as in the Technology field or in Gaming / Sports and that the Google Search Results for Levelup Management, provides. no reference to the Complainant Company;
- 9.4. provides examples of some 125 companies registered in the UK utilizing the name Levelup;
- 9.5. further prays in aid the Respondent's *LinkedIn* Profile available at: <https://www.linkedin.com/in/stevenhartleydn>, wherein the Respondent is referred to as Domain Name Specialist and endorsed for various related skills;
- 9.6. submits that he registered the domain name <LevelUp.gg>, without the knowledge of existence of the Complainant in another jurisdiction;
- 9.7. refers to various rulings about generic domains. The Respondent asserts that the Complainant's name has not developed any secondary meaning in the term "LevelUp", either when used as www.LevelUpAgency.eu or on their website and that the Complainant is not in the same league as NIKE, ADIDAS, LEGO or other famous brands and the Adjudicator agrees. The respondent also complains about the Complainant's bare assertions not backed by any evidence, (something that the Adjudicator had already noted prior to the Respondent raising this). The Respondent says that in any case, the Complainant has no monopoly over this common term whatsoever. The term "LEVELUP" was not invented/coined by the complainant and does not exclusively belong to the complainant;
- 9.8. submits that it follows that the more generic the choice of terms the greater their capacity for attracting multiple associations and that this weakens the argument for infringement;
- 9.9. further refers to numerous uses in the gaming field where the Complainant operates of the term LevelUp

<https://twitter.com/LevelUpYourGame> (5,707 Followers; levelupyourgame.com; Joined October 2009).

- <https://twitter.com/LevelUpGameGear> (5,259 Followers; levelupgear.com; Joined August 2010)
- <https://twitter.com/LevelUpOutfit> (4,031 Followers; levelupoutfitters.com; Joined March 2009)
- <https://twitter.com/levelupgamesPH> (3,168 Followers; levelupgames.ph; Joined August 2009)
- <https://twitter.com/LevelUpMN> (826 Followers; levelupgamesmn.com; Joined June 2011)
- <https://twitter.com/IGLevelUp> (734 Followers; indiegameslevelup.com; Joined April 2015)
- <https://twitter.com/LevelUpGames2> (529 Followers; <http://www.levelup-games.co.uk>; Joined March 2012).

Also on FB - <https://www.facebook.com/levelupgamescanterbury> (FB - 5333 people like this).

- 9.10. also points out that the Complainant asserts entitlement to the Domain Name, when yet doesn't even own a registered Trademark;
- 9.11. asserts that various businesses hold EU IPO Trademarks with the word "levelup" even before the Complainant came into existence. Moreover, asserts that there are 350 exact match domains (EMD) registered in different extensions¹ and more than 6000 .COMs registered as on date containing the word "Levelup"².
- 9.12. Moreover, the Respondent has stated that since the introduction of basic games in 1980s on a Commodore 64 computer, many games like Super Mario have used terms like LEVELUP.



10. The Respondent also asserts that:

¹ Respondent Annexure VI

² Respondent Annexure VI citing the Complete report available from DomainIQ.com but not provided as runs into 140 pages, just first page appended with Respondent.

- 10.1. the Complainant has failed to the requirement to show that the effect of the Respondent's registration of the name levelup.gg was to deprive the Complainant, as legitimate holders of brand and trade mark interests, of rights in the names in question, its recent incorporation and the lack of knowledge of the Complainant by the Respondent means that no Bad Faith can be upheld against the Respondent.
- 10.2. In relation to the question whether the domain name is identical or confusingly similar to a registered or unregistered trademark or service mark in which the complainant has rights, the Respondent asserts that Complainant does not hold any Trademark in the term "levelup" and that a search at Benelux Office for Intellectual Property (boip.int) shows a single Trademark Registration for the words "levelup" in the name of a Netherland based business *Stichting Thomas More Hogeschool* (vide registration number 3378851).
- 10.3. That, in order to show rights in the unregistered name, under the terms of WIPO Overview 3.0, the complainant must show that its mark has become a distinctive identifier which consumers associate with the complainant's goods and/or services. Similarly [Para 2.2 of Nominet Expert Overview](#) has a similar position [[Nominet DRS D00020410 - h.uk, h.co.uk](#)].

Respondent asserts that the Complaint has neither included any such submission in its Complaint not accompanied with any evidence in this regard.

11. In relation to the question whether the Respondent has no rights or legitimate interests in respect of the name or that the domain was registered (or is being used) in bad faith, the Respondent asserts

11.1. legitimate Interests, stating that the Respondent is a domain name specialist, helps clients in acquiring premium domain names and also invests in premium domain names as domain investors in generic, and descriptive domain names. The Respondent registered the disputed domain recently as part of its similar investment strategy of acquiring meaningful and generic domain names that would serve well as online addresses. The Respondent selected the disputed domain because it is a commonly used term in various fields of management, technology, gaming, etc by numerous businesses around the world and it expected the disputed domain to be of interest to a potential customer having a similar brand name, looking to establish an online presence. The Adjudicator accepts the Respondent's assertion that it never had knowledge of the Complainant or it's registered Company in Belgium;

11.2. in relation to a secondary meaning in terms of [WIPO overview 3.0, Para 1.3](#), in the case of unregistered mark, the Respondent asserts that if the complainant fails to produce evidence of its reputation as it existed at the time Respondent registered the Domain Name, the inference must be that it had none ([Transportes AEROMAR v. Aeromar](#) [WIPO D2010-0098];

- 11.3. there is no evidence that the Respondent approached the Complainant with a view to selling the disputed domain to them, but only that the disputed domain was listed at DAN.com, leading to the Complainant contacting the Respondent and seeking negotiations. The Respondent asserts that a key factor is that it was the Complainant who approached the Respondent first without disclosing the name of the interested Company or any identical Trademark it owns³;
- 11.4. that there is no proof of intent to profit or exploit the specific Complainant's marks and that the Complainant does not provide any proof indicating that Respondent's aim in registering the disputed domain was to profit from and exploit the specific Complainant's trademark;
- 11.5. that the domain is generic, the Complainant's first approach to the Respondent to seek the purchase of the disputed domain may be a material determination that the Respondent's subsequent offer to sell the disputed domain to Complainant is not bad faith but a legitimate opportunistic business response ([Mark Overbye v. Maurice Blank, Gekko.com B.V. \[Case No. D2016-0362; <gekko.com>\]](#)); that responding to request to purchase from complainant is not considered bad faith ([Murad, Inc. v. Stacy Brock, FA1431430865](#)) and it is not in itself illegitimate to offer to sell a generic domain name at a high price ([N2COM v. Xedoc Holding SA \[WIPO D2017-1220\]](#)). (See also [Nominet DRS Decisions D00020410 <h.co.uk>, <h.co.uk>](#));
- 11.6. that is, there is no evidence of bad faith registration or use because the Respondent registered the disputed domain since it incorporated a generic / dictionary word that was available to register early this year [Oasis Stores Limited v. J Dale (Nominet DRS 06365)];
- 11.7. that any amount of due diligence on the part of the Complainant would have shown that Complainant could not prove all of the policy requirements. [[Nominet DRS D00021142 <siteready.co.uk>](#)].

12. **Request for Determination of Reverse Domain Name Hijacking (RDNH)**

Further the Respondent has asked for a finding of Reverse Domain Name Hijacking stating that :

- 12.1. on the page No 4 of the Complaint, the Respondent points out that Complainant alleges that it tried to register the Domain Name on **21st JUNE 2020**, while the dispute domain name was registered by the Respondent after a month on 22nd July 2020, therefore the whole of Complaint is misconceived, misleading and based upon false grounds. The Complainant is

³ Annexure III

simply taking a wild shot at getting the Domain Name and this is undoubtedly a quintessential case of Reverse Domain Name Hijacking; and

- 12.2. the initial Complaint provided a social media handle for twitter for @levelupeu, that no longer exists and that the Complainant has now changed the twitter name to @levelupgg and the respondent asserts that this is a case for manipulation of evidence. (The Respondent also states that the said handle just has 165 followers at the recent date viewed for inclusion of Annexure VIII] and shows lack of popularity and following);
- 12.3. the Complainant misused the UDRP to get the Domain Name for itself following its unsuccessful attempt to purchase the domain at a price it desired to pay and utilised the classic “Bad Faith Plan B Reverse Hijacking” tactic referred to in [TOBAM v. M. Thestrup / Best Identity \[WIPO D2016-1990\]](#), namely that after failing in the marketplace to acquire the disputed domain, the UDRP is used in an attempt to improperly hijack the domain name and in TOBAM the Adjudicator commented that this “highly improper purpose” contributed to findings of Reverse Domain Name Hijacking (RDNH).

13. **Negotiations**

- 13.1. I will deal firstly with the assertion at 12.1. Whilst the domain name was cancelled by its former Registrant and entered reserved status at the Registry on 21st June 2020, it was not immediately available for re-registration on that date. Both Parties appear to have engaged drop-catch services, the Respondent being successful with Carson drop catching service who registered this in July 2020. Subsequently following procedure imposed by the Registry, the name of the drop-catcher was amended to properly reflect the drop-catcher’s client name, that of the Registrant. *(This is a requirement of registration and nothing turns on this, the registrant at all material times being the Respondent).*
- 13.2. The Respondent’s point at 12.1 is not made out.
- 13.3. It is however clearly the case that the Complainant sought to negotiate for the domain name. The email negotiations are annexed by the Respondent and show that Mats Adams on behalf of the Complainant offered \$255 which was declined against the offered price. At some point this offered price was reduced to \$5,000. Mats Adams then offered \$300 which was also declined. It is admitted that this was against a published value of \$5000. At that point a message was sent on behalf of the Registrant asking “is there any further interest in this domain name?” and the response from Mats Adams was:

Message

Hi,

There is but I'm not willing to go much higher from my last offer and if you want thousands of dollars for a domain name like this that won't come from me.

It's not that important for me.

If you're willing to come to an acceptable agreement then I will take it of your hands, if not so be it.

Thank you,

- 13.4. It is noted that although the complaint asserted that there was an attempt to sell the domain to the Complainant by the Respondent, the negotiations were not included by the Complainant. The response from Mats Adams is significant in relation to paragraph 12.3 assertions and the failure to disclose the highly relevant statement at 13.3 must be taken into account (including the lack of any assertions of rights in those negotiations) when considering Mats Adams' credibility.

14. **CONSIDERATIONS OF ADJUDICATOR**

- 14.1. Whilst most adjudications are submitted by registered lawyers, this is not a requirement of the CIDD procedure. It is however the case that the majority of complainants who do not use legal representation are familiar with the broad principles of intellectual property relating to domain names. Whilst this complaint is poorly drafted and argued, it is the role of the Adjudicator to examine potential claims and assertions by Complainants, even where not expressly pleaded and this was extensively done.
- 14.2. The Complainant is not represented by lawyers, nor has the complainant stated whether the Complainant received legal advice on their complaint prior to commencing it. My view, as Adjudicator, is that the Complainant would have been advised not to issue proceedings had the complainant sought any form of legal advice.
- 14.3. The role of the CIDD is however to assist the Complainant and the Respondent where not legally represented and in that respect, the Adjudicator is not bound just by the evidence presented by the unrepresented Complainant and Respondent, but can also both ask questions of the parties by way of requests for further particularisation of the argument as well investigate publicly available information.
- 14.4. It has not been argued by the Claimant that these tags (@levelupgg etc) are relevant nor was the date at which these were registered provided in the complaint, but the revised complaint referred to the Complainant's website which clearly displays the tags *LinkedIn: Levelupgg* and *Twitter: @levelupgg* and therefore they are relevant for consideration. Although not referred to in

the Complaint, LevelUp Agency has created *Twitter* and *LinkedIn* names/handles/tags of *@levelupeu* although during the course of the complaint, these were changed to *@levelupgg*, a matter which I deal with below. As the website was referred to and includes the *Twitter* and *LinkedIn* names/handles/tags, for the sake of completeness, I have therefore dealt with *@levelupgg*.

- 14.5. As Adjudicator I have been able, using public information sources, to establish the rights, to the extent that they exist, in respect of the Complainant. The marks that are able to be potentially claimed by the Claimant based on the arguments/evidence provided by the Claimant are:

Levelup Management / Level up Management
Levelup Agency / Level up Agency / Levelup/
@levelupgg / @levelupeu
Levelup
and I deal with these below.

- 14.6. Although when determining rights to a domain name, it is common to ignore the country code (such as *.gg*) or domain extensions such as *.com* or *.org* and therefore the domain would be considered as Levelup, I will also unusually and additionally address the domain as *levelup.gg* because of the *LinkedIn* and *Twitter* tags.

15. **Is the suffix of 'gg' relevant in the rights claim?**

- 15.1. In normal convention, the top-level domain or domain stem (i.e. *.co.uk*, *.gg* or *.com*) would be ignored in a UDRP, and this is normally the case for the CIDD.

- 15.2. It is also commonly the view of IP Professionals that neither *Twitter* handles nor *LinkedIn* handles are intellectual property *propriis* in themselves, although a twitter or linked-in handle can infringe the intellectual property of third parties⁴.

- 15.3. The *.gg* domain name is widely used in the Island of Guernsey as an identifier for businesses in Channel Island of Guernsey, and is also used by large corporates and other entities, but in the last decade, the *.gg* suffix has increasingly been used by the gaming and entertainment industry as the domain of choice. Use by the entertainment and gaming industry of *.gg* arises because 'gg' is a common abbreviation in the gaming and entertainment industry "good games" and "global gaming" and other similar derivations. It is also used in relation to horse racing gaming/betting (being a shortened phonetic version of common slang term for horse of "gee-gee") and the term gg in respect of the gaming and entertainment industry is a widely used term and effectively a generic term.

⁴ Hence use of a twitter handle of RedBull would potentially infringe the intellectual property of the Red Bull drinks and lifestyle company.

- 15.4. The acronym was referenced online as early as October 1999 in an article on the Internet Chess Club website about gaming etiquette. "gg" soon became widely adopted by gaming communities through early-era multiplayer competitive games that were released in the late 1990s, ranging from first person shooter games like Quake and Half-Life to real-time strategy games like StarCraft and Command & Conquer. The term appeared in the FAQs section of the *Half-Life* as early as 2000. In the following year, GG also appeared in a terminology guide for the action role-playing game *Diablo II*. The acronym has also appeared in several guides for the real-time strategy game *Starcraft*, including ones on eHow, GameWinners and Starcraft Millennium. On January 18th, 2003, 'gg' was defined for the first time on Urban Dictionary. That August, another definition was submitted to the Online Slang Dictionary. Use of the acronym has also been discussed on the Chess.com forums, the *World of Tanks* game forum and the Uber Entertainment forums.
- 15.5. This is confirmed by google searches for 'gaming industry use of gg' etc and dictionary.com states "Short for good game, the acronym gg or GG is commonly used in online gaming at the end of matches as a gesture of good sportsmanship". Pokerstars.com states "'GG' stands for 'good game.' (Nothing turns on whether the usage is 'GG' or 'gg')."
- 15.6. It is customary to say "gg" when you finish playing to inform the other players that you are quitting and not coming back. Usually people say "gg" when they quit no matter if they are winning or losing." (Wiktionary confirms the use in the same terms as well as a use in LGBT slang of 'genuine girl' or 'genetic girl' (meaning a person born female).
- 15.7. Collins English dictionary provides GG as "the internet domain name for Guernsey and an abbreviation for "Girl Guides", "Governor General" and "Good Game".
- 15.8. As such the Adjudicator determines that gg is the internet domain name for Guernsey and has also become generic for "Good Game", a slang term widely used in the gaming and entertainment industry as internet slang and typically used in competitive online multiplayer games as a gesture of good sportsmanship, either to acknowledge one's own defeat or praise the opponent's superior skills and was a generic term long before the Complainant used it within its *LinkedIn* and Twitter tags.
- 15.9. Accordingly:
- (a) the .gg cctld domain stem is not relevant for consideration and the relevant part of the domain name is LevelUp and accordingly the potential marks under consideration claimed by the Claimant are LevelUp Management, LevelUpEu and LevelUpAgency and Levelup considerations

- (b) the use of gg at the end of a name in the gaming, entertainment etc sector (and probably therefore generally) should be ignored, alternatively treated as a generic addition and similarly ignored;
- (c) the use of @levelupgg as Twitter and LinkedIn names does not create any intellectual property or quasi-intellectual property rights in the complainant and have no relevance in the dispute;
- (d) for the reasons set out below, the change by the Complainant of *Twitter* and *LinkedIn* handles/names/tags is highly questionable and in the case of this dispute the @levelupgg handles/names/tags are irrelevant to the question of whether the Respondent has infringed rights.

16. Is Level Up a generic term?

16.1. I therefore turn to the phrase “Level Up” or “Levelup”.

16.2. The term ‘level up’ is very clearly a generic term, being widely listed as a verb and extremely widely used in the entertainment and gaming industry, meaning to increase or improve something in order to make it the same as other things of its type or to increase a person’s station in life or to raise a person’s economic and social conditions or to progress to the next level in a game or to gain enough points in a computer game to enable a player or character to go up to a higher level gaining more skills or strength.

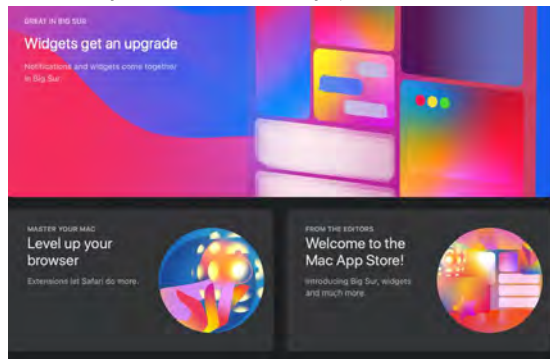
16.3. It is defined as a verb (*Camb Dict*):

1. To bring something to an equal level or position compared to another thing . In this usage, a noun or pronoun can be used between "level" and "up."*A late field goal has leveled up the game between these two powerhouses! You can wedge scraps of wood underneath the decking to level it up.*

2. To achieve or advance to the next rank. Said of a character within a game, especially video games.*You'll probably need to level up a couple of times before you try to take on the boss in this stage.*

16.4. As such the term/phrase “Levelup”, “Level-up” or “Level up” is generic.

- 16.5. Co-incidentally it is noted that the current Apple Apps-store features the generic phrase “Level up your browser”:



- 16.6. However, a cursory glance at the crossroads register shows 40 companies registered utilising the name Level-Up, further evidencing the generic nature of the name.

- 16.7. Complainant also states that they registered **levelupagency.eu** on 30th of October 2018 and that this domain was registered only because **levelup.gg** at the time was registered, although unused for the duration of the registration. The Adjudicator does not accept this assertion. In this respect, the Adjudicator does not believe the evidence of Mats Adams to be credible in any way in this respect (i.e. that *levelupagency.eu was registered only because levelup.gg at the time was registered*).

- 16.8. If there were any credibility to Mats Adams’ assertion that **levelupagency.eu** was only registered because levelup.gg was registered at the time, then as both **levelupagency.gg** and **levelupgg.com** were both available for registration, the Adjudicator takes the view that one or both of these would have been registered (**levelupgg.com** being registered on 27th April 2019 and levelupagency.gg never having been registered). It is noted that no complaint or domain dispute proceedings have been issued by the Complainant against this **levelupgg.com** domain by the Complainant.

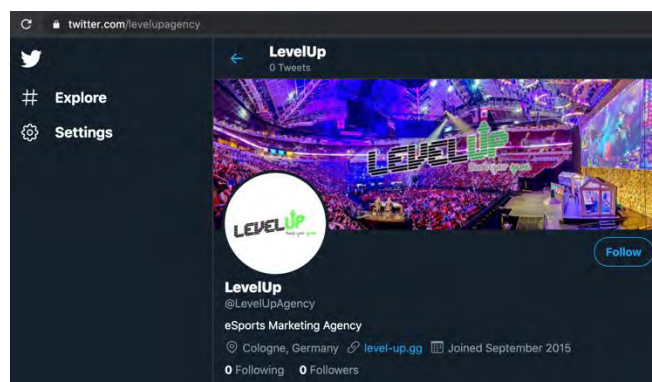
- 16.9. Similarly, the domain **levelup.be** was available for registration at the time that the Complainant, a Belgian entity, registered **levelupagency.eu**. (It was subsequently registered on October 3, 2019 1:00 AM by Tereiken Sport BV of Kattenbroek 33, 2650 Edegem Belgium). It is clear that if the Complainant had an intention to use a brand of “levelup”, this domain **levelup.be** would have been registered.

No challenge to this levelup.be domain registration has been made, further calling into question Mats Adams credibility in his statement that “*levelupagency.eu was registered only because levelup.gg at the time was registered*”, despite the levelup.be domain being currently for sale at domain.for.sale@wonderhirsh.hu.

- 16.10. In passing, it is noted by the Adjudicator that the domain name **levelup.eu** was registered on 10th November 2012 on behalf of Evolution Media e.U. and is currently listed for sale at Euro 9,999. This evidences that the value of the generic domain in the .eu area and evidences that the sum stated in respect

of **levelup.gg** is not unreasonable for a generic domain.

- 16.11. The Complainant via Mats Adams has stated, in response to a question raised by the Adjudicator about the change of twitter and linked-in handles after the complaint was filed that *“The Twitter handle was changed to @levelupgg around October 9th as to further consistent branding across all platforms”*. For the reasons set out herein I find that the complainant is **not** entitled to claim a mark for the purposes of this proceeding based on the *Twitter* name and linked in names of @levelupgg. I also find that although the *LinkedIn* and *Twitter* levelupgg brands were not expressly argued, their inclusion in the webpage cited at the final complaint was deliberately designed to influence the complaint and that this statement of Mats Adams is also “not entirely credible”. If it was the case that the company was involved in a rebranding as suggested, why was this powerful statement not made within the later version of the complaint made some 2-3 weeks after the rebranding.
- 16.12. The Respondent suggests that this is part of a “manipulation of evidence” and the timing, and failure to mention the rebranding in the complaint, is certainly unfortunate.
- 16.13. The Complainant via Mats Adams has stated in respect of the twitter handle (and presumably also the Linked In handle) that *“It was inactive until then but I did not have the connections at the time to get the handle transferred”*. The Adjudicator notes that the change only occurred immediately following the filing of the complaint and notes the *fortuitous timing* for the purposes of the complaint. The Adjudicator acknowledges that the Complainant is entitled to adjust branding at any point but also notes that the evidence is that the handles were not “inactive”, but appear to be unregistered prior to the complaint and accordingly does not accept the explanation of lack of time and considers this another example of lack of credibility.
- 16.14. The Adjudicator also notes a LevelUp Agency in Köln, (Cologne), Germany with twitter handle @level-up.gg further indicating the generic and widespread nature of both LevelUp, LevelUp Agency and levelupgg. This is also an eSports Marketing Agency.



17. **Respondents pattern of registration**

17.1. The Claimant has asserted that the respondent has been engaged in a pattern of abusive registrations. No evidence of this has been provided except a web-address.

17.2. Accordingly, I have reviewed the registrations in the .gg arena, they are:

- 1 sensei.gg
- 2 clothing.gg
- 3 elo.gg
- 4 compete.gg
- 5 decimate.gg
- 6 drive.gg
- 7 fashion.gg
- 8 flutter.gg
- 9 goat.gg
- 10 lion.gg
- 11 lvl.gg (i.e. 'level')
- 12 picks.gg
- 13 react.gg
- 14 shortcut.gg
- 15 wager.gg

17.3. All 15 names are in my opinion entirely generic and I find that the Respondent, far from operating an abusive pattern of registrations, has clearly been engaged in registering generic domains. (A registration for *lvl.gg* being clearly an abbreviation for level or level-up).

17.4. Again, unlike a legally drafted brief which would have detailed each abusive registration and its reasons, no assertions have been made as to any registration – and the Complainant has only made a vague statement that the respondent has engaged in an abusive pattern of registrations, which the respondent would be unwise to repeat outside the protection of legal proceedings.

17.5. In the website referred to by the Claimant, the Respondent lists for sale those names (annexed below). The vast majority of those names are generic or are easily pronounceable names potentially useful to companies looking for new brand names, and a few remaining ones are otherwise common names of individuals or generic words preceded by two or 3 letters. Some are also esports terms. This matches the assertions of the Respondent.

17.6. There is a slight possibility that a handful of these names might be open to challenge, but there is no evidence presented to me by the Claimant that any of the registered names have been challenged, nor that the respondent has had any adverse judgments made against them in relation to UDRP proceedings and the Respondent's statement about these being a mix of

generic terms preceded by a few letters, and accordingly quasi-generic and part of a bona-fide domain sale business appears entirely credible.

17.7. I have asked the Claimant for the date of change and the response received was:

The Twitter handle was changed to @levelupgg around October 9th as to further consistent branding across all platforms. It was inactive until then but I did not have the connections at the time to get the handle transferred.

I recently acquired a contact at Twitter's global gaming department who freed up the old handle because they are aware of our business and have helped us service many of our clients we represent and who have had similar branding related requests on their platform. As our clients are sizable influencers in the gaming industry Twitter's gaming department has recognized the importance of being able to help those influencers.

17.8. I can see no reasons why, during the currency of a complaint (a maximum usually of 8 weeks) why a twitter name would be changed except to try to manipulate evidence on the site referred to (levelupagency.eu) . Given that there is only a handful of followers on twitter (approximately 165), I cannot see why a second *Twitter* name is not created and the first referred to the second or the 165 followers advised to move to the new *Twitter* name. The change of *Twitter* tag to @levelupgg was, in my view, on the balance of probabilities designed to try to confuse the adjudicator into believing that there were greater rights in the Complainant's hands in relation to *levelup.gg* and in my view, the silence about this change spoke volumes about bad faith.

18. Although there is no such thing in domain ADR proceedings as binding precedent, each case being decided on its own merits, there is a growing body of consistent ruling in relation to domains which I cite for completeness:

18.1. The registration of large numbers of domain names for the purpose of offering them for sale to third parties is not an inherently objectionable activity in itself

a) ([Digel Aktiengesellschaft v. Vinay Shan](#) [WIPO D2018-1328]), "*panels have consistently found that the registration of large numbers of domain names for the purpose of offering them for sale to third parties is not an inherently objectionable activity under the Policy*".

b) [Aurelon v. Abdul Basit](#) [WIPO D2017-1679], "*speculating in domain names is a lawful business model regardless whether the domain names correspond to marks as long as the proof establishes either:*

- 1) *respondents have rights or legitimate interests in the domain name; or*
- 2) *complainants are unable to prove bad faith registration and use.*"

c) SiteReady.co.uk (Nominet [DRS-D00021142](#)) *”maintaining a large portfolio of domain names and trading in domain names for profit is expressly provided for under paragraph 8.4 of the Policy.”*

18.2. The registration of generic domains is permitted under the policies of domain registration:

18.2.1. In many domain cases since *One in a Million*, it has been held that as long as the domain has been registered because of their attraction as dictionary words, and not because of their value as trademarks, this is permitted business model, under the Policy. [[Gen. Mach. Prods. v. Prime Domains. FA92531](#)] and [[Landmark Group v. Degimedia.com FA285459](#)], [[Deep Focus Inc. v. Domain Admin. WIPO D2018-0518](#)].

18.2.2. Where domain is descriptive, the first person to register it in good faith is entitled to the domain, and that this is usually considered a “legitimate interest [Target Brands v. Eastwind Group](#) and also see: [CRS Technology v. CondeNet](#) (FA93547) and [Spherion v. Neal Solomon](#) (FA112454).

18.2.3. In [2K.GG - Take-Two Interactive Software, Inc V Jonathan Stevens \[CIDRS005\]](#), it was held that *“The adjudicator does not consider the use of the ccTLD stem .gg to be indicative of gaming...however for the reasons set out herein, the adjudicator accepts that at the relevant date, .gg domains had become widely used in the sports, entertainment and gaming fields”*.⁵

18.2.4. **Oasis Stores Limited v. J Dale (Nominet DRS 06365) ref oasis.co.uk (Appeal Panel)**, where it was stated:-

“This is not a case where the word is a made up word which, if contained within a domain name, inevitably raises at least an inference that it will be associated with the party most commonly associated with the word. In such cases an Expert can infer that the purpose of the purchase was to take advantage of that connection. It would for example be relatively easy to infer (at least absent any credible explanation) that a third party purchasing, say, kodak.co.uk intended to take advantage of the name and reputation enjoyed by the well-known Kodak company. The same is not true where the name comprises a common English word where any number of uses may be perfectly unobjectionable ...”

18.2.5. **KP Permanent Make Up, Inc. v. Lasting Impression I, Inc., 543 U.S. 111, 122 (2004)** where the U.S. Supreme Court held that *“If any confusion results, that is a risk the plaintiff accepted when it decided to identify its product with a mark that uses a well-known descriptive phrase.”*

⁵ Adjudicator’s note: “not indicative of gaming” meant that it was not solely indicative of gaming as had been alleged in that case – the domain is also indicative of Guernsey, horse-racing, sports, entertainment and gaming fields and other matters, such as girl guides – as set out in paragraph 15.3 of this adjudication.

- 18.2.6. **Wiseinsurance.co.uk (Nominet DRS 4889)**, where the appeal panel stated:
"...the limitations of the goodwill associated with the Complainant's use of its name, makes the likelihood of such confusion very low indeed, and given that the Complainant has adopted a descriptive name for its business it cannot, without more extensive rights, complain about the use of the same descriptive name by a third party."
- 18.2.7. [Rollerblade, Inc. v. CBNO and Ray Redican, WIPO D2000-0427](#), where it was held that *"genericness, if established, will defeat the claim of trademark rights, even in mark which is the subject of an incontestable registration"*.
- 18.2.8. [Allocation Network v. Steve Gregory \[WIPO D2000-0016\]](#) finding that *"registration of domain names for the purpose of their sale may in certain circumstances give rise to rights or legitimate interests in respect of those domain names as a bona fide offering of goods or services"*
- 18.2.9. [Deep Focus v. Abstract Holdings International \[WIPO D2018-0518\]](#) *"The legitimate registration of a domain name comprising commonplace or dictionary elements for saleand the offering for sale of that domain name constituting can give rise to rights or legitimate interests in the domain name as a bona fide offering of goods or services ..."*
- 18.2.10. [Nominet DRS D00019567 <forte.co.uk> and <forte.uk>](#), *"the Panel finds persuasive the Respondent's argument (with supporting evidence) that its business model in general rests rather on the sale of attractive domain names than on click-through revenue derived from parking pages"*.
- 18.2.11. [Nominet DRS D00006832 <computeruser.co.uk>](#), *"The public has no reason to associate the generic/descriptive term "computer user" with the Complainant"* [Similar decision DRS 00752 (datingagency.co.uk)].
- 18.2.12. [Zero Int'l Holding v. Beyonet Servs. WIPO D2000-0161](#) *"Common words and descriptive terms are legitimately subject to registration as Domain Name on 'first-come, first-served' basis"*.
- 18.2.13. [Ancien Restaurant Chartier v. Tucows.com WIPO D2008-0272](#), In order to prove abusive registration, intent must be shown that Respondent registered the Domain Name not because of its common generic or descriptive meaning referring to Level Up, but rather specifically because it corresponded to protected or unprotected trademark.
- 18.2.14. [Lumena s-ka v. Express Ventures LTD. FA94375](#) *"an adjudicator would only find bad faith where the domain involves generic terms in the most exceptional of cases and where there was clear evidence also that the Respondent registered the Domain Name with the specific intent of capitalizing on specific Complainant's trademark interest"*.

- 18.2.15. [Real Estate Edge V. Rodney Campbell WIPO D2017-1366](#) *“the weaker the mark the stronger must be the evidence of bad faith”*.

19. **ADJUDICATOR’S FINDINGS & REMEDY**

- 19.1. The circumstances of this domain name purchase was that it was made available for public purchase following deregistration. Both Parties used drop-catchers. Only one drop-catcher can succeed. The domain name had a significant generic nature and was a domain name consisting of comprising commonplace or dictionary elements and capable of being used without infringing any established registered trademark of an existing trademark owner in the normal manner of use. Once legitimately registered, the Respondent was able to offer it for sale in accordance with normal domain name speculative pricing.
- 19.2. Given the wide number of entities utilising the name Level-Up and its generic nature, the public has no reason to associate the generic/descriptive term ‘Level Up’ with the Complainant.
- 19.3. The Adjudicator finds that the Complainant has not made out a prima facie case that Respondent lacks right or legitimate interest and the complainant's attempt to acquire the disputed domain without its assertion of any claimed rights is evidence that the Claimant was aware of the Respondent's legitimate interest in the disputed domain.
- 19.4. Whilst the Respondent is clearly drop-catching names of a generic nature, nothing in that list evidences an abusive pattern of registration within the meaning of the evolving domain name law and there is significant evidence that the Respondent is seeking to register generic or semi-generic names.
- 19.5. The adjudicator finds that the Respondent registered the name in good faith and as a domain name trader and that the domain name was materially generic.
- 19.6. The adjudicator finds that the Respondent did not infringe the rights of the Complainant.
- 19.7. The adjudicator finds that the Respondent did not register the domain name in Bad Faith or otherwise breach the registration rules in a manner giving rise to any reason to transfer the domain name to the Complainant.
- 19.8. The adjudicator finds that the domain name **levelup.gg** was a generic domain, being a representation of materially generic term LevelUp.
- 19.9. The adjudicator finds that the term and therefore the domain name *“levelup”* is generic and accordingly that the domain *“levelup.gg”* is generic and that it does not infringe the rights of the Respondent.
- 19.10. **Reverse Domain Name Hijacking Decision**

- 19.10.1. I am also therefore required to look at the question of whether the Complaint was an attempt to carry out reverse domain-name hi-jacking.
- 19.10.2. I take into account that the Complainant was not legally represented. In the circumstances of this case. However, I would consider that the Respondent, properly advised, would have not taken the case and that the Respondent was being hopelessly optimistic in seeking the domain name, and either did not have much knowledge about domain name processes or has been advised or knew that the Complaint, properly argued was hopeless. In this respect, I find that the Complaint was ill-advised, and poorly argued and appears to show a lack of understanding of the UDRP process or a wilful disregard of previous decisions and the grounds for these. I have however to decide whether the filing amounts to a reverse domain-name hi-jacking.
- 19.10.3. I have commented above on the lack of credibility of Mats Adams in the complaint assertions and subsequent response to questions.
- 19.10.4. The response from Mats Adams in paragraph 13 is however significant in relation to the paragraph 12.3 assertions about Reverse Domain Name Hijacking.
- 19.10.5. There was assertion of an attempt to sell the domain to the Complainant at a significant price by Mats Adams in the Complaint, but there was a failure to provide the communications about the sale and these provide a wholly different picture of a Complainant who seeks to purchase a domain name for a maximum of \$300 and when negotiations conclude as the Complainant will not pay more, the Complainant states *"it is not that important for me" ... "If you're willing to come to an acceptable agreement then I will take it off your hands – If not, so be it."* Yet, the complaint alluded to price negotiations but then failed to disclose this critical response. This failure to be entirely candid was one factor that tipped the balance into the conclusion I came to on this issue.
- 19.10.6. There is no assertion of the rights of LevelUpAgency or Level Up Management at this point in the communications as would be expected on a bona-fide challenge, nor any assertion of cybersquatting. This failure is a further matter that tipped the balance into the conclusion I came to on this issue.
- 19.10.7. All things being equal, I could not have been criticised for taking the view that this was more a case of an ill-advised claim, a failure to make out any material case against the Respondent and one that could kindly be considered innocently opportunistic and due to the lack of understanding of intellectual property law and a naïve complaint.
- 19.10.8. When I take into account the above matters, the failure to properly disclose the nature of the communications and the statements made at their conclusion of *"it is not that important for me" ... "If you're willing to come to an acceptable agreement then I will take it off your hands – If not, so be it,* the change of the *Twitter* and *LinkedIn* handles/names/tags immediately following

the initiation of the complaint and the failure to identify this⁶ and the failure to disclose this as well as the complete failure to address the very recent re-branding and the general lack of credibility of the statements of Mats Adams concerning the reasons for domain registrations and generally the selectivity of the facts asserted points to a lack of candour coupled with a conclusion that this was likely to be a TOBAM-style improper purpose then I take the view that these factors, have tipped the balance of the determination in favour of my finding on the matter of Reverse Domain Name Hijacking.

19.10.9. I therefore conclude on the balance of probability that this complaint was a complaint filed in bad faith and an attempt to carry out reverse domain name hijacking.

20. The Complainant has requested anonymity for the name of their witness. This would be most unusual in any event. I have concluded in light of the above that this is not appropriate.

RECOMMENDED REMEDY:

21. The registration for the Domain Name complained about should not be subject to change nor should the ownership transferred as a result of this case.

22. The registry should note that the Complainant filed a complaint in bad faith and as an attempt to carry out reverse domain name hijacking.

Nick Lockett

Nick Lockett, Solicitor (213086) and ex-Barrister (30499 Inner Temple)

Adjudicator C.I.D.D.

Dated 30th November 2020.

⁶ Unusually there are two copies of the Complainant's complaint. The first copy provided on or about 1st October provides a hypertext link to the twitter page @levelupeu (and using this takes the reader to a page which states that this account no longer exists). The poor quality of the Complaint led to the Registry providing a template for the complaint and resulted in a second copy of the Complaint, not much better drafted, which provided only a web address and webpage. That webpage however had the twitter links added using "@levelupgg" and linked-in handle of levelupgg

Adjudicators Annexes

Respondent names for sale

| | | | |
|------------------|------------------|------------------|------------------|
| vnn.tv | SZN.gg | ggau.com | Curr.com |
| LTHX.com | Goat.gg | Lion.gg | Roar.gg |
| Litar.com | appep.com | Urevo.com | Wager.gg |
| laboc.com | VR180.com | nomot.com | Otips.com |
| Airax.com | Yocoy.com | pafoo.com | bidom.com |
| React.gg | | | Papee.com |
| Swoon.com | OnlyVR.com | gapp.com | Golfee.com |
| manist.com | retail.tv | 4KLens.com | WantVR.com |
| dropso.com | | | BizSell.com |
| glufree.com | djspace.com | betfeud.com | Scrapio.com |
| Thready.com | heyhire.com | 360pros.com | betbite.com |
| bexpert.com | DropBet.com | draft.com | fuelspy.com |
| enomads.com | ethloan.com | Juicello.com | |
| Augmntd.com | FendBox.com | | tuggroup.com |
| wphgroup.com | lgrgroup.com | TSCasino.com | AbleMove.com |
| physport.com | RSVPClub.com | vraustin.com | sexontap.com |
| carist.com | Spiritly.com | undotted.com | BFCasino.com |
| ESLeague.com | Coinsole.com | thehusky.com | BetGroup.com |
| wmassets.com | hulltras.com | TrialHub.com | pgfgroup.com |
| | | | |
| AngelAds.com | Lendless.com | PestMode.com | EyeSport.com |
| YTRealty.com | Ambientx.com | JGEnergy.com | MyThrill.com |
| TouchJobs.com | GamingFan.com | swipebuzz.com | soundwolf.com |
| betassist.com | electrono.com | escorts4u.com | tighttech.com |
| grandlabs.com | tunearchimp.com | forexlabs.com | seomatrix.com |
| clothes4u.com | wagyufarm.com | ibizajobs.com | smokestar.com |
| rodeobull.com | exchangen.com | sharpeyed.com | FluteLabs.com |
| PolePlace.com | BeccaGray.com | KathyFord.com | GilSantos.com |
| RobinCole.com | AnyGender.com | ntor365.com | PinkFloor.com |
| SkiWinter.com | FNESports.com | TPESports.com | CGESports.com |
| JLESports.com | OnTheDoor.com | DirectVPS.com | PGESports.com |
| drugindex.com | techshake.com | smartleak.com | alternato.com |
| freefooty.com | TendToday.com | WolfBingo.com | ABAccount.com |
| | FitFalcon.com | CareClone.com | piratesden.com |
| vintageski.com | 247esports.com | luxclusive.com | trulygreat.com |
| digicinema.com | ethlottery.com | gasvoice.com | TailTreats.com |
| greendoors.com | freshfunds.com | friv5gas.com | iansimpson.com |
| ecoriginal.com | ModernRoom.com | diaarena.com | paydayhero.com |
| WorldWaste.com | overcredit.com | EcoBoilers.com | WineetUp.com |
| Offerdia.com | JennaYoung.com | RuthMiller.com | AvaJohnson.com |
| GeoFintech.com | AugESports.com | dirtyworld.com | getmyhouse.com |
| jackpotapp.com | culturella.com | pvpesports.com | watertoken.com |
| hubesports.com | geoesports.com | myeteacher.com | targetlock.com |
| VintageLab.com | YouPension.com | PayoutTech.com | FaceTender.com |
| alEngine.com | Employnd.com | LouisSmith.com | SolarPlans.com |
| MaestroLab.com | HermitHo.com | WorkBrains.com | PageTheory.com |
| Wonderlike.com | customvapes.com | savingsense.com | cryptomates.com |
| weddingdove.com | esportsarea.com | ecoelephant.com | staffsphere.com |
| selfieparty.com | impulsecoin.com | Dronescares.com | orangedrone.com |
| beerunners.com | esportsteam.com | EspOrtrch.com | EcologyTech.com |
| LadiesAloud.com | PaulaWright.com | NextGenCode.com | WorldEsport.com |
| LoansWallet.com | Communitips.com | ManageSport.com | ArtistChain.com |
| racingpress.com | miattorneys.com | audiocinema.com | greencloset.com |
| garwallet.com | nicheliving.com | runninglabs.com | estatetoken.com |
| esportsearn.com | campesports.com | ADRSecurity.com | WeAreTrends.com |
| CaptainCrop.com | TribalPoker.com | MyDentistry.com | PaydayPanda.com |
| FootForward.com | ReliveGroup.com | Vikingals.com | StepOnStage.com |
| HuntingTours.com | angelawright.com | ibizasailing.com | fantasyfooty.com |
| frankjackson.com | rivercharter.com | ggblockchain.com | currencypass.com |
| luxeholidays.com | esportsextra.com | esportsfirst.com | esportsglory.com |

| | | | |
|---------------------------|----------------------------|------------------------------|--------------------------|
| esportspride.com | footballlabs.com | SportFinance.com | esportsdates.com |
| gpexperience.com | fitpreneur.com | roxburyhos.com | bettingsmart.com |
| austinroofer.com | Weinkellerei.com | kaneohehos.com | luxurydealer.com |
| EsportsWorld.com | bangkokgroup.com | Narratedia.com | LuxeGrooming.com |
| SimplySnooze.com | BargainQueen.com | brandwatches.com | digitalrhino.com |
| organicvapes.com | 1800implants.com | diamondtoken.com | latasports.com |
| esportsbuddy.com | IntraDomains.com | ESportsMonth.com | Conciergency.com |
| FairUsedia.com | dvertising.com | HoFounders.com | SimplyGastro.com |
| RMArchitects.com | BankInTheBox.com | Featherfield.com | KGMSolutions.com |
| GadgetFuture.com | ZillionChain.com | btmconsulting.com | adultlearners.com |
| WestLinnHos.com | pockettrading.com | ConstructPros.com | diverswatches.com |
| NewcastleJobs.com | esportsasylum.com | esportsfusion.com | esportssquare.com |
| eyewearstudio.com | footballtours.com | 247sportsbook.com | happywithlife.com |
| luxurydomains.com | edmontonloans.com | peoplesdoctor.com | visionestates.com |
| selectedwines.com | newstructures.com | MarketYourBiz.com | InventionsLab.com |
| MaryRodriguez.com | StephenHodges.com | JefferyTaylor.com | MaintechGroup.com |
| CashInCashOut.com | BeccaWilliams.com | EsportsLocker.com | BasketballLab.com |
| northernwater.com | stevenhartley.com | treasureslots.com | fintechwallet.com |
| AngelCurrency.com | starpotential.com | esportsvalley.com | todayesports.com |
| InternetOfArt.com | GemstoneGroup.com | LockdownGas.com | ViralPrincess.com |
| LuxuryFinance.com | FYEngineering.com | MobileGaLab.com | diationWeek.com |
| IntegraMotors.com | CollectiveBet.com | ntorStudios.com | houstonsurgery.com |
| HerbalWellness.com | mysterypatient.com | mayfairrentals.com | fintechdigital.com |
| growingmarkets.com | wholesalewines.com | onlinegakeys.com | ApexAppraisals.com |
| engageyourmind.com | cashoutbetting.com | PhilRichardson.com | CristianGarcia.com |
| NatalieFrancis.com | SteveNicholson.com | WellesleyHos.com | lightningleads.com |
| fancydressshop.com | nobleinvestors.com | nordictraining.com | AvailableTrade.com |
| KinkyConcierge.com | BeAnInfluencer.com | charlesmcdonald.com | elizabethgarcia.com |
| buyingorselling.com | LatexMattresses.com | guardianestates.com | PlayWithBitcoin.com |
| OutsourceOnline.com | esportswarriors.com | esportsforecast.com | barryassociates.com |
| carkeylocksmith.com | SmartRemodeling.com | domainisforsale.com | economymagazine.com |
| AricanEsports.com | hipsterclothing.com | corporategaming.com | boutiquenetwork.com |
| ColumbiaDivorce.com | ChristinaFoster.com | CreditConcierge.com | officialsports.com |
| HectorHernandez.com | InvestntSport.com | ElevatedAcademy.com | FintechInsurance.com |
| virtualpersonnel.com | IllnessInsurance.com | christinajohnson.com | wrestlingbetting.com |
| aircargoshipping.com | childbirthinjury.com | TeculaDentists.com | JudithHarrington.com |
| SamanthaMorrison.com | SwiftAccountancy.com | MaximalNutrition.com | MillennialSports.com |
| EmployeeBranding.com | EsportsTransfers.com | UpstreamServices.com | lbourneescorts.com |
| realestatehouses.com | paintballproducts.com | SandySpringsHos.com | stamfordlocksmith.com |
| playfantasysports.com | esportsproleagues.com | advertisingboards.com | freestylescooters.com |
| nonleaguefootball.com | executiveairlines.com | StephanieSaunders.com | GrainFreeDogFoods.com |
| MarrakechWeddings.com | SkillsRecognition.com | luxurycustomhos.com | SanLuisObispoHos.com |
| ewabeachrealestate.com | escapetothecountry.com | esportsbettingnews.com | russiaworldcup2018.com |
| esportsinvestnts.com | optotrymarketing.com | thisdomainsforsale.com | clearwaterbuilders.com |
| UnicornConsultancy.com | WorkAroundTheWorld.com | SkyExpressDelivery.com | tridentconsultants.com |
| FairfieldRealEstate.com | seattleelectricians.com | trainingandstaffing.com | lanzaroteapartnts.com |
| trussvillerealestate.com | londoncarpetcleaning.com | realestatesiouxfalls.com | esportsonlinebetting.com |
| esportsbettingsystem.com | unlistedhosforsale.com | ContemporarySurfaces.com | SpringfieldAttorneys.com |
| esportsbettingbonuses.com | happyvalleyrealestate.com | NextGenerationFinance.com | saBankruptcyLawyers.com |
| collegestationroofing.com | railroadinjuryattorney.com | portwashingtonrealestate.com | |

Registered entry for Claimant

Registered entity data

In general

| | |
|-------------------------------------|---|
| Enterprise number: | 0744.391.361 |
| Status: | Active |
| Legal situation: | Normal situation Since February 24, 2020 |
| Start date: | February 24, 2020 |
| Name: | Level Up Management Name in Dutch, since February 24, 2020 |
| Registered seat's address: | Frilinglei 77 2930 Brasschaat Since February 24, 2020 |
| Phone number: | No data included in CBE. |
| Fax: | No data included in CBE. |
| Email address: | No data included in CBE. |
| Web Address: | No data included in CBE. |
| Entity type: | Legal person |
| Legal form: | Private limited company Since February 24, 2020 |
| Number of establishment units (EU): | 0 |

Functions

| | | |
|--------------|--------------|-------------------------|
| Board member | Adams , Mats | Since February 24, 2020 |
|--------------|--------------|-------------------------|

Companies registered using the name LevelUp at Crossroads

| | ENT/VE Status | Enterprise number | Info establishment units | Name | Address |
|----|---------------|---|--|-------------------------|---|
| 1 | EU Active | 0525.525.412 | 2.156.224.183 October 1, 2006 | 2 Level Up | Beukenstraat 19 9940 Evergem |
| 2 | EU Active | 0738.507.421 | 2.295.956.841 January 1, 2020 | all renovation level up | Molenbergstraat 13 2840 Rumst |
| 3 | ENT LP Active | 0460.091.091 February 25, 1997 | 1 Establishment unit | ATELIER DU VERBE | Rue Neuve 9 4280 Hannut |
| 4 | ENT LP Active | 0829.078.004 September 8, 2010 | - | DANCE SCHOOL LEVEL UP | Sint-Janshoefstraat 3 3511 Hasselt |
| 5 | ENT LP Active | 0691.976.026 March 13, 2018 | - | LEVEL UP | Chaussée de Ninove 413 1070 Anderlecht |
| 6 | ENT LP Active | 0750.481.674 July 10, 2020 | 1 Establishment unit | LEVEL UP | Emiel Clauslaan 95 / //104 9800 Deinze |
| 7 | EU Active | 0697.988.442 | 2.276.764.895 July 1, 2018 | Level Up | Rue du Château(H) 115 7301 Boussu |
| 8 | ENT LP Active | 0865.827.344 June 14, 2004 | 1 Establishment unit | Level Up | Rue de la Poteresse(BU) 2 / 6 5004 Namur |
| 9 | EU Active | 0735.972.256 | 2.294.693.861 October 11, 2019 | Level up | Industrielaan 3 2950 Kapellen |
| 10 | EU Active | 0750.481.674 | 2.304.663.283 July 10, 2020 | LEVEL UP | Emiel Clauslaan 95 G 9800 Deinze |
| 11 | EU Active | 0865.993.927 | 2.137.629.976 July 1, 2004 | LEVEL UP | Ranklaan 23 3090 Overijse |
| 12 | EU Active | 0666.619.137 | 2.258.562.153 November 23, 2016 | Level Up - Médias | Rue du Bois Garguenne 72 / 2 4400 Flémalle |
| 13 | ENT LP Active | 0721.909.632 March 6, 2019 | - | LEVEL UP ACADEMY | Avenue Victor Olivier 6 / 23 1070 Anderlecht |
| 14 | EU Active | 0729.579.362 | 2.290.898.191 July 1, 2019 | Level up Beauty Academy | Koninginnelaan(E) 72 3630 Maasmechelen |
| 15 | EU Active | 0819.896.656 | 2.276.597.324 May 22, 2018 | Level Up Buildings | Te Couwelaarlei 68 / 2 2100 Antwerpen |
| 16 | EU Active | 0636.990.090 | 2.245.978.481 September 7, 2015 | Level up café | Oppelsenweg 31 3520 Zonhoven |
| 17 | ENT LP Active | 0718.898.771 January 18, 2019 | 1 Establishment unit | LEVEL UP CONSTRUCT | Rue Jules Destrée 58 1030 Schaerbeek |
| 18 | EU Active | 0718.898.771 | 2.286.851.115 February 5, 2019 | LEVEL UP CONSTRUCT | Rue Jules Destrée 58 1030 Schaerbeek |
| 19 | ENT LP Active | 0736.379.458 October 15, 2019 | 1 Establishment unit | LEVEL UP CONTRACTORS | Bredaseweg 49 2381 Ravels |
| 20 | EU Active | 0736.379.458 | 2.295.659.309 October 15, 2019 | LEVEL UP CONTRACTORS | Kapellensteenweg (C) 129 2920 Kalmthout |

| | ENT/VE Status | Enterprise number | Info establishment units | Name | Address |
|----|---------------|--|--|----------------------------|---|
| 21 | EU Active | <u>0749.488.712</u> | <u>2.303.849.869</u> July 1, 2020 | Level Up English Studio | Krekelstraat 129 9800 Deinze |
| 22 | ENT LP Active | <u>0696.751.592</u> May 24, 2018 | <u>1</u> Establishment unit | Level Up Gent | Normaalschoolstraat 11 9000 Gent |
| 23 | EU Active | <u>0696.751.592</u> | <u>2.276.503.688</u> June 14, 2018 | Level Up Gent BVBA | Normaalschoolstraat 11 9000 Gent |
| 24 | EU Active | <u>0717.900.562</u> | <u>2.284.446.505</u> January 10, 2019 | Level Up Hair | Elizabetlaan 291 8301 Knokke-Heist |
| 25 | ENT LP Active | <u>0744.391.361</u> February 24, 2020 | - | Level Up Management | Frillinglei 77 2930 Brasschaat |
| 26 | ENT LP Active | <u>0753.453.636</u> August 28, 2020 | <u>1</u> Establishment unit | Level Up Medias | Rue du Bois Garguenne 72 / 2 4400 Flémalle |
| 27 | EU Active | <u>0753.453.636</u> | <u>2.307.089.471</u> August 28, 2020 | Level Up Medias | Rue du Bois Garguenne 72 / 2 4400 Flémalle |
| 28 | EU Active | <u>0865.827.344</u> | <u>2.138.694.107</u> June 17, 2004 | LEVEL UP SCS | Chaussée de Louvain(BU) 375 5004 Namur |
| 29 | ENT LP Active | <u>0720.891.627</u> February 19, 2019 | - | Level Up Tennis Academy | Rue Fica 15 4870 Trooz |
| 30 | ENT LP Active | <u>0890.015.382</u> June 7, 2007 | <u>1</u> Establishment unit | LEVEL UP WEAR | Rue du Sceptre 25 1050 Ixelles |
| 31 | EU Active | <u>0890.015.382</u> | <u>2.163.334.778</u> June 7, 2007 | LEVEL UP WEAR | Rue Alfred Giron 48 1050 Ixelles |
| 32 | ENT LP Active | <u>0865.482.390</u> July 13, 2004 | <u>1</u> Establishment unit | level-UP | Burggravenlaan 31 / 301 9000 Gent |
| 33 | ENT LP Active | <u>0847.249.963</u> July 2, 2012 | <u>1</u> Establishment unit | LEVEL-UP! | Koekoekdreef 1 2980 Zoersel |
| 34 | EU Active | <u>0847.249.963</u> | <u>2.211.033.143</u> July 2, 2012 | LoVeL-Up! | Koekoekdreef 1 2980 Zoersel |
| 35 | ENT LP Active | <u>0830.713.740</u> October 28, 2010 | <u>1</u> Establishment unit | One Level Up | Rue Saint-Pierre 20 / 2 5620 Florennes |
| 36 | EU Active | <u>0830.713.740</u> | <u>2.192.939.673</u> November 1, 2010 | One Level Up | Rue Saint-Pierre 20 / 2 5620 Florennes |
| 37 | EU Active | <u>0896.500.922</u> | <u>2.169.284.739</u> March 17, 2008 | ONE LEVEL UP | Rue de Pâturages(GIV) 6 7041 Quévy |
| 38 | EU Active | <u>0717.549.580</u> | <u>2.283.105.628</u> January 2, 2019 | Personal Training Level Up | Maalke Kerrebroeckstraat 1 / 102 8310 Brugge |
| 39 | ENT LP Active | <u>0674.392.696</u> April 10, 2017 | <u>1</u> Establishment unit | SPRL LEVEL UP | Rue Grande(SG) 63 7330 Saint-Ghislain |
| 40 | EU Active | <u>0674.392.696</u> | <u>2.263.791.938</u> April 17, 2017 | SPRL LEVEL UP | Rue Grande(SG) 63 7330 Saint-Ghislain |