

.KY DISPUTE RESOLUTION

Information and Communications Technology Authority
(the '**Authority**', or the '**ICTA**')

Decision – D0002

(the '**Decision**')

1. THE PARTIES

Applicant: **Davis Alvin Parsons** (the '**Applicant**')

on behalf of GoCayman Ltd.

George Town
Grand Cayman
Cayman Islands

Respondents: **Jeanette Totten** (the '**First Respondent**')

on behalf of Cayman iPortals Ltd.

West Bay
Grand Cayman
Cayman Islands

Fevi Yu (the '**Second Respondent**')

Amissville
Virginia
United States of America

(collectively, the '**Respondents**')

(together with the Complainant, the '**Parties**')

2. THE DOMAIN NAME

www.cayman.com.ky

3. PROCEDURAL HISTORY

- 3.1 The complaint was filed with the Authority, by the Applicant, on **10 September 2015** (the '**Application**').
- 3.2 On **28 September 2015**, the Authority notified the Parties that submissions were to be made with regard to:
- "*why [each of the Parties] consider they should be the Registrant of the Domain Name, such submissions to be copied to the Authority [...] and the other Parties [...]*" by **19 October 2015**; and
 - "*repl[ies] to any of the such submissions made by each of the Parties, such repl[ies] to be copied to the Authority [...] and the other Parties [...]*" by **29 October 2015**.
- 3.3 Submissions and replies in response were submitted to the Authority by all the Parties in accordance with the requirements of the Authority's 28 September 2015 letter.
- 3.4 On **24 February 2016**, the Authority notified the Parties that submissions were to be made in light of:
- "*a letter, dated 4 March 2011, sent to the Authority via facsimile on 7 March 2011...*"; and
 - "*a document entitled 'This agreement is between Fevi Yu who is representing Cayman Islands iPortals Ltd. and Alvin Parsons who is representing Go Cayman Ltd.', submitted to the Authority by Davis Alvin Parsons on 29 October 2015...*".

The Parties were instructed to submit comments on the above by **9 March 2016**, and any replies to those comments were to be sent to the Authority and all Parties by **16 March 2016**.

4. FACTUAL BACKGROUND

- 4.1 The Application was brought by the Applicant, who was the registered administrator of the Domain Name between November 2006 and March 2011, for the Domain Name registrant at that time, namely - *GoCayman Ltd.*

- 4.2 The Authority was instructed to transfer the Domain Name to *Cayman iPortals Ltd.* on **4 March 2011**, by way of letter via facsimile from the Applicant, with the administrator of the Domain Name to be the Second Respondent. The registrant name of the Domain Name was amended on **8 March 2011** and the administrator name of the Domain Name was amended on **10 March 2011** to reflect this instruction. The registration of the Domain Name was then transferred by the First Respondent to the Second Respondent on **2 July 2014**, and the Second Respondent re-registered the Domain Name on **3 March 2015**.
- 4.3 On **17 September 2015**, the Authority revoked the registration of the Domain Name by the Second Respondent, due to the fact that the Second Respondent at the time of her registration of the Domain Name and subsequently was not resident in the Cayman Islands – as required by the [ICTA .ky Domain: Rights of Use](#) (the '**Rights of Use**').¹

(For a timeline of the above, please see the **Annex** to the Decision).

- 4.4 The Authority now, therefore, determines who the appropriate registrant of the Domain Name is.

5. PARTIES' CONTENTIONS

For the purposes of the Decision, the Authority has summarised the submissions of the Parties insofar as they are relevant to the matters that the Authority is required to determine under the [ICTA .KY Domain Dispute Resolution Policy](#) (the '**Policy**').²

SUBMISSIONS ONE

5.1 The Applicant – Submission

- 5.1.1 In summary, the Applicant submitted that the Domain Name should be registered to him for the reasons set out below.
- 5.1.2 The Applicant submitted that he had initially acquired the Domain Name through a sale and purchase agreement of a company he purchased, which was completed on 20 November 2006 - at which time *GoCayman Ltd.* was "*confirmed as the named registrant of Cayman.com.ky as per the date stamp from the printed page of the ICTA domain user manager login.*" The Applicant also submitted that his financial investment in GoCayman Ltd was substantial.
- 5.1.3 The Applicant submitted that, "*sometime in the middle of 2011, [he] lost access and control of Cayman.com.ky, and [he] now request[s] that the Authority review the*

¹ <http://www.icta.ky/upimages/commonfiles/1425398278KYDomainRightsofUse.pdf>.

² <http://www.icta.ky/dispute-resolution-policy>.

submitted documentation and determine if [he] should be assigned as the registrant of [the Domain Name]."

- 5.1.4 In a further submission, dated **23 September 2015**, the Applicant identified that there was an additional "*consultancy fee*" to be paid to the registrant of the Domain Name before him.
- 5.1.5 The Applicant submitted that "*to the best of [his] recollection, [he] never gave, gifted, loaned [assigned] or transferred the domain to Fevi Yu or to Cayman Iportals Ltd*" and that "*[the Applicant] would like to see evidence that proves otherwise.*"
- 5.1.6 The Applicant submitted that "*[the Second Respondent] ceased being a resident of the Cayman Islands prior to the date the owners of Cayman iPortals Ltd. transferred the domain to her. [...] Had the ICTA known that her contact details, address, and status of residency had changed, [the Applicant] strongly believes [that] the transfer request would have been rejected.*"

5.2 The Respondents – Submissions

- 5.2.1 In summary, both Respondents submitted that the Domain Name should not be registered to the Applicant and should, instead, be registered to the First Respondent, for the reasons set out below.

First Respondent - Jeanette Totten

- 5.2.2 The First Respondent stated that "*the registrant of [the Domain Name] immediately prior to 8 March 2011 was GoCayman Ltd, a company owned or controlled by [the Applicant]."*
- 5.2.3 The First Respondent submitted that she was "*told by [the Second Respondent] that on or around 7 March 2011, [the Applicant] attended the home office of Cayman iPortals, and spoke with [the Second Respondent]. During their conversation, [the Applicant] expressed concern that he did not have the financial resources to maintain and promote the Domain [Name]. Nonetheless, [the Applicant] insisted that the Domain [Name] be transferred into [the Second Respondent]'s control and declared that they could share equally in the revenues generated by the Domain [Name]."*
- 5.2.4 In addition, the First Respondent submitted that "*[i]t is [her] understanding from [the Second Respondent] that following [the Second Respondent's] conversation with [the Applicant], [the Applicant] sent a facsimile to the [Authority] requesting that the Domain [Name] registrant be transferred from GoCayman Ltd. into [the Second Respondent]'s control.*"
- 5.2.5 The First Respondent submitted that she was of the understanding that "*during the course of the 10 March 2011 update, [...] [the Second Respondent] only updated the information*

which [she] considered necessary for the purposes of receiving notices from the ICTA, which are sent by email. Information such as the registrant's postal/physical address was not updated as [she] did not realise that this information was required to be updated."

- 5.2.6 The First Respondent submitted that, on two occasions, the Applicant had acknowledged that he had transferred registration of the Domain Name to the Second Respondent. Firstly, in a 28 February 2013 email, which stated "*the only party who has a copy of the domain transfer document where I signed over cayman.com.ky to [the Second Respondent]'s / your company is [...] the ICTA*" and also, in a 9 June 2014 email, where he stated that "*[a]s you know, I transferred cayman.com.ky to [the Second Respondent]...*" The First Respondent noted that any reference to the transfer of the Domain Name to [the Second Respondent] inferred, in fact, a transfer to *Cayman iPortals Ltd.*, which [was the Second Respondent]'s and [the First Respondent]'s company.
- 5.2.7 Additionally, the First Respondent submitted that "*the registrant of the Domain [Name] was changed from Cayman iPortals to [the Second Respondent] by the ICTA, on 2 July 2014. This change was undertaken for the sole purpose of obtaining an SSL Certificate. This amendment was therefore done for purely administrative reasons and it was not appreciated that the change in name of "registrant" would have any impact on ownership of the Domain [Name] which it was always intended would be owned by Cayman iPortals, which [the Second Respondent] readily acknowledges and agrees, such that [she], as registrant, is a trustee of the Domain [Name] which Cayman iPortals owns.*"
- 5.2.8 The First Respondent contended that the "*change of name of registrant of the Domain [Name] from Cayman iPortals to [the Second Respondent] would not have been done if it had been appreciated that this would have put the ownership of the Domain [Name] in jeopardy, and [had] Cayman iPortals been given the opportunity to reverse the change, I would have done so immediately.*"
- 5.2.9 The First Respondent submitted that they "*are also now aware that, pursuant to clause 6(f) of the ICTA's .KY Domain: Rights of Use terms and conditions, the Registrant shall 'not allow any third party to use or operate any Domain Name registered in the name of the Registrant and not register any Domain Name as agent for, or on behalf of, any third party in any manner whatsoever including without limiting the generality of the foregoing, for the purposes of lending, leasing, licensing or otherwise granting rights in such Domain Name or Domain Name Registration to any third party for monetary or non-monetary consideration, unless provided for under the applicable Registry PRP'.*"
- 5.2.10 The First Respondent stated that, at the time, "*[the First Respondent] was under the impression that changing the registrant name in July 2014 to [the Second Respondent] for the purposes of obtaining an SSL certificate, would not change ownership of the Domain [Name] or result in the Domain [Name] not being effectively registered at all. Only since taking legal advice after receiving the ICTA letter dated 17 September 2015*

has [the First Respondent] appreciated that the ICTA consider it a continuing requirement that a registrant cannot ever be an agent for or trustee of someone else."

5.2.11 Therefore, the First Respondent submitted that, "*[f]ollowing the initial transfer of the Domain [Name] from [the Applicant] to Cayman iPortals on 10 March 2011, the costs associated with the updating, promotion and maintenance have been borne solely by [the First Respondent, [...], not including [the Second Respondent]'s professional fees incurred in relation to the maintenance of the Domain [Name]. [The Applicant] anticipated that the Domain [Name] would generate revenue from advertising, however no revenue was ever actually generated."*

5.2.12 The First Respondent, therefore, submitted "*that Cayman iPortals is the rightful Registrant of the Domain [Name] and [she requested] that the ICTA restore Cayman iPortals as the [...] Registrant of the Domain [Name]."*

Second Respondent - Fevi Yu

5.2.13 The Second Respondent submitted that "*[on] March 8 2011, the domain registrant was transferred from [the Applicant] to Cayman iPortals Ltd. The admin email was also updated to reflect the change in Registrant at that time."*

5.2.14 She also submitted that a "*day prior to March 8 2011, [the Applicant] came to our home/office and asked me [...] to take over the [Domain Name], on that same day he wrote a letter to ICTA and faxed it. It is to be noted that I objected to this transfer and informed [the Applicant] that I was busy and did not know when I would be able and if I could even start as my focus was our business."*

5.2.15 Referencing a 19 July 2012 email from the Applicant to the Second Respondent, the Second Respondent submitted that the Applicant "*knowingly transferred the [Domain Name] to Cayman iPortals Ltd. and not to me [...] personally*" and also that he had asked the Second Respondent to "*confirm in writing, acknowledgement of [the Applicant's] 50% financial interest in the sales proceeds and [the Applicant's] share in the final sales price of [the Domain Name] in the event of an outright sale*" to which the Second Respondent did not reply.

5.2.16 The Second Respondent also referenced the emails referenced by the First Respondent at paragraph 5.2.6 of this Decision and explained that, on "*25 June 2015, [the Second Respondent] updated the Admin PO Box, The tech name, tech email and tech PO Box information*" which was done as a result of the need to "*apply for an SSL certificate*", as detailed in paragraph 5.2.10 of this Decision.

5.2.17 The Second Respondent summarised her position and stated that it "*should be noted that all actions that I, [the Second Respondent], have done with the domain, the website and*

correspondence with [the Applicant] was through the knowledge and permission of [the First Respondent] and [the First Respondent's husband]."

SUBMISSIONS TWO

5.3 The Applicant – Reply to Respondents' Submissions

- 5.3.1 In the Applicant's reply, he submitted that he was confused as to "*how Cayman Iportals Ltd. gained access and control to the Domain [Name]. [The Applicant does] not remember giving, transferring for the purpose of relinquishing [his] financial interests, or taking any action which would have given [the Second Respondent] or any party full control of the [Domain Name], other than to have reasonable access to design the website for the purpose of selling online advertising as per the Internet Marketing Agreement which was entered into.*"
- 5.3.2 The Applicant stated that the "*[First Respondent] transferred the Domain [Name] to [the Second Respondent]. Since [the Second Respondent] was not at the time legally entitled to be a registrant of the Domain [Name] according to ICTA [policy], that transfer has been considered null and void.*"
- 5.3.3 The Applicant further stated that the "*[First Respondent] should have known about the many time referenced Internet Marketing Agreement between myself and Cayman Iportals Ltd. The fact that [the Second Respondent], as the agent, defacto managing director [...] entered into an agreement to design and sell advertising on the [Domain Name], it follows that [the First Respondent] and other shareholders were also bound by that agreement.*"
- 5.3.4 In addition, the Applicant submitted 43 exhibits to the Authority which the Authority has considered, including what the Applicant referenced as a "*50/50 revenue sharing agreement on internet marketing advertising sold on the domain*" - although, the Authority notes that the provided agreement is signed only by the Applicant.

5.4 The Respondents – Replies to Applicant's Submission

First Respondent – Jeanette Totten

- 5.4.1 The First Respondent, in her reply, addressed the matters of the "*revenue sharing agreement*", the Second Respondent's eligibility as registrant of the Domain Name, and "*Post Transfer Registration Deficiencies*", amongst other things.
- 5.4.2 With regard to the "*revenue sharing agreement*", the First Respondent submitted that the Applicant's "*submissions did not contain any evidence as to the existence of [such an]*

agreement between himself and either [the Second Respondent], [the First Respondent's husband] or Cayman iPortals. Such an agreement does not exist, nor has it ever existed." Further, she explained that *"the Domain [Name] did not, as a matter of fact, generate any revenue."*

- 5.4.3 Regarding the *"Post Transfer Registration Deficiencies"*, the First Respondent maintained that the *"registration deficiencies incurred post the 8 March 2011 transfer are irrelevant as they do not affect the validity of the transfer, effectuated on the instructions of [the Applicant] at that date."*
- 5.4.4 With regard to the Second Respondent's eligibility as registrant, the First Respondent submitted that *"the references to [the Second Respondent] as the registrant of the Domain [Name] are irrelevant. [The Applicant] transferred the registration to Cayman iPortals, which is acknowledged and accepted as being the registrant of record according to the ICTA records. The entry of [the Second Respondent] into the system as the registrant of the Domain [Name] during the registration by Cayman iPortals is a different matter and has been addressed in our submissions."*

Second Respondent – Fevi Yu

- 5.4.5 In her reply, the Second Respondent addressed the matters of the *"signed [exclusive marketing] agreement"*; and the *"residency requirement"* of the Authority, amongst other things.
- 5.4.6 With regard to the *"signed agreement"*, the Second Respondent contended that the Applicant's submissions that an *"exclusive marketing agreement"* was signed were *"false."* The Second Respondent stated that she *"did not even have the time to reply to his emails"* and, as such, *"there has never been a mutually agreed agreement between [the Applicant] and me."*
- 5.4.7 Regarding the Authority's residency requirement, the Second Respondent submitted that she does *"not claim to be the Registrant of the Domain [Name]. [The First Respondent] has been the Registrant of the said Domain [Name] since it was signed over to Cayman iPortals Ltd."* The Second Respondent stated that she had *"simply requested to transfer the domain registration to [her] name because [she] wanted the Domain to maintain its rank by integrating a GeoTrust TrueBusiness ID SSL Certificate,"* further submitting that the *"ICTA has made a grave error in removing the Domain [Name] from its rightful registrant, [the First Respondent]."*

SUBMISSIONS THREE

5.5 The Applicant – reply to Authority’s letter of 24 February 2016

- 5.5.1 In his reply to the Authority, the Applicant asserted that there have been health issues and that the “[*Second Respondent*] took unfair advantage of [*him*]” as a result of those health issues. The Applicant also stated that he “*did not have the benefit of any legal representation.*”
- 5.5.2 The Applicant stated that he “*do[es] not recall writing [the letter sent by facsimile to the Authority, as detailed at paragraph 4.2 above]*” and that the Authority’s provision of such a letter is the “*first time [the Applicant had seen]*” any sort of transfer document.
- 5.5.3 The Applicant stated that the agreement provided to the Authority by the Applicant in his reply (as referenced at paragraphs 3.4 and 5.3.4 of the Decision), had been provided to him by the Second Respondent, and that it was “*signed and [given] back to her.*” The applicant further asserted that he “*would not in March 2011 have known the information to put into the letter.*”
- 5.5.4 The Applicant stated that neither of the Respondents, “*nor any company in which they are shareholders and/or directors/officers paid any consideration whatsoever to change the registrant name for the Domain Name from GoCayman Ltd. to Cayman iPortals Ltd.*”
- 5.5.5 The Applicant stated that the above mentioned transfer letter was “*null and void ab initio effectively to transfer to “Cayman iPortals Ltd.”*” due to a lack of consideration and that the entity was, in fact, named “*Cayman Islands iPortals Ltd.*”
- 5.5.6 On the above grounds, the Applicant maintained that the registration of the Domain Name should “*revert back to GoCayman Ltd. and the administrator of the Domain Name should revert back to Alvin Parsons, which reflects the correct status in the .ky database prior to 8 March 2011.*”

5.6 The Respondents – replies to Authority’s letter of 24 February 2016

First Respondent – Jeanette Totten

- 5.6.1 In her reply to the Authority, the First Respondent stated that she “*confirm[s] that at no point has there been a revenue sharing agreement between either [themselves], [her husband], [the Second Respondent] or Cayman iPortals and [the Applicant].*”

5.6.2 Further, the First Respondent stated that *"in [the Applicant's] email of 29 November 2016 at 1:42PM, [the Applicant] contacted [the First Respondent's husband] stating "[v]erbal discussions between Fevi and I confirmed that I would have joint access to Cayman.com.ky", as previously stated, [the First Respondent] confirm[s] that no such conversation ever took place, nor did [they] agree, verbal or otherwise, to any revenue sharing agreement."*

Second Respondent – Fevi Yu

5.6.3 in her reply to the Authority, the Second Respondent addressed the matters of the *"Non Existent Agreement"*, and *"Transfer of Domain to Cayman iPortals Ltd."*

5.6.4 Regarding the *"Non Existent Agreement"*, in reference to the agreement provided by the Applicant referenced at paragraph 3.4 of the Decision, the Second Respondent *"confirm[ed] that at no point has there been a revenue sharing agreement between either [themselves], [the First Respondent], [the First Respondent's husband] or Cayman iPortals and [the Applicant]."* The Second Respondent asserted that the Applicant *"has only exhibited an agreement executed by himself, and has failed to produce any other evidence to rebut...submissions that there was never any mutual agreement."*

5.6.5 The Second Respondent exhibited four [4] emails, which she submitted detailed instances in which the Applicant referred to a marketing agreement, asking for such agreement to be *"sign[ed] and sent back via fax or email."*

5.6.6 Regarding the *"Transfer of Domain to Cayman iPortals Ltd"*, the Second Respondent stated that the Applicant *"came to [the] office and transferred the domain to...Cayman iPortals represented by [the First Respondent] and [the Second Respondent]."*

5.6.7 The Second Respondent exhibited an email in which she submitted that the Applicant had acknowledged that *"the only party who has a copy of the domain name transfer document where [he] signed over cayman.com.ky to [Cayman iPortals Ltd.] is with the ICTA."*

SUBMISSIONS FOUR

5.7 The Applicant – response to Respondents' replies to Authority's letter of 24 February 2016

5.7.1 The Applicant did not submit a response to the Respondents' replies to the Authority's letter of 24 February 2016.

5.8 The Respondents – response to the Applicant's reply to the Authority's letter of 24 February 2016

First Respondent – Jeanette Totten

- 5.8.1 In her response to the Applicant's reply to the Authority, the First Respondent stated that *"at all material times during the transfer of the Domain [Name], [the Applicant] was fully aware of his actions."*
- 5.8.2 The First Respondent stated that *"any assertion that either [themselves], [their husband] or [the Second Respondent] 'unilaterally signed over cayman.com.ky' to [their] or any other company is completely false. [The First Respondent] believe[s] that [the Applicant] signed over to Cayman iPortals because [they were] unable to maintain or promote the website as needed."*
- 5.8.3 The First Respondent stated that *"any assertion as to consideration paid is completely irrelevant to this dispute."*
- 5.8.4 The First Respondent stated that *"since the initial transfer of the Domain Name from [the Applicant] to Cayman iPortals on 10 March 2011, the costs associated with the updating, promotion and maintenance of the Domain [Name] have been borne solely by [themselves]. [They] estimate that these costs are in excess of US\$35,000.00, not including [the Second Respondent's] professional fees incurred in relation to the maintenance of the Domain [Name]."*
- 5.8.5 The First Respondent submitted that *"given [her] majority shareholding in Cayman iPortals, as well as [her] significant financial contribution to updating, maintaining and promoting the Domain [Name], [she] should be the Registrant of the Domain [Name]."*

Second Respondent – Fevi Yu

- 5.8.6 In her response to the Applicant's reply to the Authority, the Second Respondent stated that *"[the Applicant] was fully aware that [he] transferred the Domain [Name] to Cayman iPortal and [his] attempts to disguise this are not made in good faith."* An email was exhibited to that statement, in which the Applicant acknowledged the transfer, as per paragraph 5.6.5 of the Decision.
- 5.8.7 The Second Respondent stated that *"at all times following the transfer, [the Applicant] was aware of the Letter dated 4 March 2011 which was sent to the ICTA on 7 March 2011, was available at the ICTA."*
- 5.8.8 The Second Respondent stated that *"any assertion as to consideration paid is completely irrelevant to this dispute."*
- 5.8.9 The Second Respondent submitted that, *"given [the First Respondent's] majority role in Cayman iPortals and further her immense financial contribution to the company and its*

asset, the [Domain Name]", they requested that "the ICTA return the [Domain Name] to [the First Respondent] as the rightful registrant of cayman.com.ky.

6. DISCUSSIONS AND FINDINGS

Introduction

- 6.1 Those persons who register domain names with the Authority agree to be bound by, among other things, the Policy. However, in this dispute there is currently no person who has registered the Domain Name due to the Authority on **17 September 2015** revoking the prior registration of the Domain Name by the Second Registrant, due to her not being a resident of the Cayman Islands at the time of the registration of the Domain Name and subsequently as required by the Policy.
- 6.2 The Authority notes that, under the Policy, an Applicant must show, among other things, that it has "*has [...] rights or legitimate interests in respect of the domain name.*" The Authority considers that this is an appropriate consideration in resolving the dispute presently before it.

Rights or Legitimate Interests

- 6.3 As referenced in the Policy, paragraph 4 c. of the Uniform Domain Name Dispute Resolution Policy ('UDRP') provides some examples, without limitation, of how the parties to a dispute can demonstrate a right or legitimate interest in a domain name:
- (i) [before receiving any notice of the dispute, the party used, or made] demonstrable preparations to use, the domain name [...] in connection with a bona fide offering of goods or services; or*
 - (ii) [the party has been] commonly known by the domain name [...]; or*
 - (iii) [the party is] making a legitimate non-commercial or fair use if the domain name without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark [...] at issue.*
- 6.4 The Authority acknowledges that, between November 2006 and March 2011, the Applicant had "*used...the domain name in connection with a bona fide offering of goods or services*", noting that the Domain Name was used by *GoCayman Ltd.* for its various business purposes during that period.

- 6.5 However, the Authority considers that, on **8 March 2011**, and at the request of the Applicant, the registrant of the Domain Name was changed to *Cayman iPortals Ltd.*, for the submitted purpose of ongoing maintenance of the website that attached to the Domain Name.
- 6.6 Regardless of the purpose of the change of the registrant of the Domain Name at that time, the Authority recognises that change as a valid change of registrant from the Applicant to *Cayman iPortals Ltd.* and, as such, determines that the Applicant thereafter surrendered its rights of use in the Domain Name pursuant to the ICTA's Rights of Use.³
- 6.7 Then, on **2 July 2014**, the registrant of the Domain Name was changed from *Cayman iPortals Ltd.* to the Second Respondent, for the submitted purpose of "*obtaining an SSL certificate*," at the request of *Cayman iPortals Ltd.*
- 6.8 Regardless of the purpose of the change of the registrant of the Domain Name at that time, the Authority recognises the change as a valid change of the registrant from *Cayman iPortals Ltd.* to the Second Respondent and, as such, determines that *Cayman iPortals Ltd.* thereafter surrendered its rights of use in the Domain Name pursuant to the ICTA's Rights of Use.
- 6.9 However, on **17 September 2015**, the ICTA notified the Second Respondent that her "*registration of the Domain Name [was] revoked*" by way of letter on the basis that the Second Respondent was "*not a qualified Cayman entity at the time of registration of the Domain Name*" even though she had so erroneously represented to the Authority that she was by "*providing the ICTA with a Cayman Islands address*", in contravention of the ICTA's Rights of Use.
- 6.10 In particular, paragraph 23 of the ICTA's Rights of Use explicitly states:

[...] IF ANY PERSON WHO IS NOT A QUALIFIED CAYMAN ENTITY AS DEFINED ABOVE REGISTERS A DOMAIN NAME PRIOR TO 2 SEPTEMBER 2015, ALL THEIR DOMAIN NAME REGISTRATIONS WILL BE DELETED AND THAT PERSON WILL BE UNABLE TO REGISTER ANY FURTHER .KY DOMAIN NAMES.

- 6.11 Therefore, given that the registration of the Domain Name by the Second Respondent was in effect void, the Authority considers that *Cayman iPortals Ltd.* was the last person to use the Domain Name "*in connection with a bona fide offering of goods or services*", whilst in compliance with the Rights of Use.

³ As referenced at footnote 1, above.

7. COMMENTS

- 7.1 The Authority has been provided with the following statements, which the Authority considers evidence that the First Respondent was the majority shareholder of *Cayman iPortals Ltd.* during the period of registration:
- the **19 October 2015** submission by the First Respondent, stating “[...] I, *Jeanette Totten and my husband, Robert Totten, are majority shareholders in Cayman iPortals.*”
 - the **19 October 2015** submission by the Second Respondent, stating that the Applicant sent emails to “*the Tottens, knowing that they owned majority of the Company [Cayman iPortals Ltd.]*.”
 - the **29 October 2015** submission by the Applicant, stating that “*Jeanette Totten, [...] is a majority shareholder of [Cayman iPortals Ltd.]*.”
- 7.2 The Authority considers that the Applicant was the registrant of the Domain Name during the period of 15 November 2006 to 10 March 2011, as referenced above. However, the Authority considers that there was an effective change of Registrant on **8 March 2011**, after the Authority received valid instructions from the Applicant to change the Registrant to “*Cayman iPortals Ltd.*”
- 7.3 The Authority considers that the submissions of the Second Respondent were in support of the transfer of the registration of the Domain Name to the First Respondent.
- 7.4 Despite reference by the Applicant to the “*Internet Marketing Agreement*” which purportedly conferred “*50/50 revenue sharing*” arrangements between the Applicant and the Second Respondent, it is noted that no such agreement has been submitted in evidence to the Authority signed by both the Applicant and the First and/or Second Respondents. Further, while an unsigned, undated version of the purported agreement was submitted by the Applicant on 29 October 2015, the Authority does not consider that such a document is a legally binding agreement for the purposes of this Decision.

8. DECISION

- 8.1 For the reasons set out above, the Authority determines that the appropriate registrant of the Domain Name is *Cayman iPortals Ltd.* However, the Authority notes that *Cayman iPortals Ltd.* has been removed from the Cayman Islands Register of Companies with effect as of January 2015.

- 8.2 As such, and noting that the First Respondent, along with her husband, were "*the major majority shareholders in Cayman iPortals*", the Authority determines that the appropriate registrant of the Domain Name is the First Respondent, **Jeanette Totten** – such registration being subject to the ICTA's Rights of Use, the Policy and all other relevant policies and procedures.
- 8.3 As a consequence, of the above determination the Authority has recorded on its .ky domain management system that the Domain Name is now registered to **Jeanette Totten**.
- 8.4 The Authority asserts that this Decision is solely pertaining to the registration of the Domain Name and that any disputes otherwise addressed by the Parties as referenced in the correspondence received by the Authority as part of the Parties' submissions are not for the Authority to decide on.

ANNEX - Domain Name Registration Timeline

Event	Date	Registrant	Admin	Tech
Transfer	15 November 2006	GoCayman Ltd.	Alvin Parsons	Lyndhurst Bodden
Amendment	20 November 2006	GoCayman Ltd.	Alvin Parsons	Alvin Parsons
Transfer	8 March 2011	Cayman iPortals Ltd.	Alvin Parsons	Alvin Parsons
Amendment	10 March 2011	Cayman iPortals Ltd.	Fevi Yu	Alvin Parsons
Amendment	25 June 2014	Cayman iPortals Ltd.	Fevi Yu	Fevi Yu
Transfer	2 July 2014	Fevi Yu	Fevi Yu	Fevi Yu
Re-registered	3 March 2015	Fevi Yu	Fevi Yu	Fevi Yu
Revoked	17 September 2015	ICTA	ICTA	ICTA