

O/0730/24

TRADE MARKS ACT 1994

IN THE MATTER OF APPLICATION NO.UK00003806872

BY AURORA LABS LTD

TO REGISTER THE FOLLOWING TRADE MARK:



IN CLASSES 36 AND 42

AND

**IN THE MATTER OF OPPOSITION THERETO
UNDER NO. 436517 BY REALTIMEBOARD, INC**

Background and Pleadings

1. On 6 July 2022, Aurora Labs Ltd ('the Applicant'), filed an application to register the following trade mark:



2. The application was published for opposition purposes in the Trade Marks Journal on 29 July 2022. Registration is sought for services in classes 36 and 42. The full specification of those services is set out in full at Annex 1 to this decision, but only the following services are opposed in the present proceedings:

Class 42:

Science and technology services; Providing science technology information; Software authoring; Software engineering; Software creation; Software design; Software development; Software research; Software installation; Software as a service [SaaS]; Software as a service [SAAS] services; Platforms for gaming as software as a service [SaaS]; Software as a service [SaaS] featuring software platforms for electronic gaming; Software as a service [SaaS] featuring software for machine learning; Software as a service [SaaS] featuring software for deep learning; Platforms for artificial intelligence as software as a service [SaaS]; Platforms for graphic design as software as a service [SaaS]; Software as a service [SaaS] featuring software platforms for graphic design; Consulting services in the field of software as a service [SaaS]; Software as a service [SaaS] featuring software for deep neural networks; Software as a service [SaaS] featuring computer software platforms for artificial intelligence; Software as a service [SaaS] services featuring software for machine learning, deep learning and deep neural networks; Internet security consultancy; Updating Internet pages; Internet walled garden services; Design of Internet pages; Development of software solutions for internet providers and internet users; Internet café services (computer rental); Internet web site design services; Rental of Internet security programs; Hosting websites on the Internet;

Hosting internet sites for others; Provision of Internet search engines; Creation of internet web sites; Programming of Internet security programs; Computer programming for the internet; Installation of Internet access software; Hosting platforms on the Internet; Programming of software for Internet portals, chatrooms, chat lines and Internet forums; Hosting of portals on the internet; Design of homepages and Internet pages; Maintenance of software for Internet access; Rental of software for Internet access; Search engines (Providing -) for the internet; Providing search engines for the internet; Programming of software for Internet platforms; Hosting of platforms on the Internet; Hosting memory space on the Internet; Provision of search engines for the Internet; Providing electronic memory space on the Internet; Installation and maintenance of Internet access software; Hosting of digital content on the Internet; Providing space on the internet for weblogs; Constructing an internet platform for electronic commerce; Designing and developing webpages on the internet; Hosting of transaction platforms on the internet; Data authentication via blockchain; Data storage via blockchain; Blockchain as a Service [BaaS]; Certification of data via blockchain; User authentication services using blockchain technology.

3. On 27 September 2022, RealtimeBoard, Inc ('the Opponent') filed an opposition directed against the applied-for services in Class 42 as set out above. The Opposition is based on section 5(2)(b) of the Trade Marks Act 1994 ('the Act'). The Opponent relies upon the following earlier registration, and on all of its registered goods and services in classes 9 and 42 as set out below:

UK00003692499

MIRO

Filing date: 9 September 2021

Date of entry in register: 7 January 2022

Priority date: 14 May 2019 (EUIPO)

Priority date: 20 November 2018 (United States of America)

4. The application to register the earlier mark in the UK was filed pursuant to Article 59 of the 'Withdrawal Agreement'.¹ As a consequence, it is deemed to have the same filing date as its corresponding trade mark application filed in the EU. The Opponent's EUTM claimed priority from the Opponent's earlier application in the USA, therefore, in turn, the earlier mark also claims the same priority, being 20 November 2018.

Class 9:

Downloadable computer software and mobile application software for use in the creation and editing of collaborative workspaces; downloadable computer software and mobile application software that enables users to create and collaborate on content in real time or asynchronously from remote locations, and to view and modify embedded documents and information, all for the purpose of enabling users to collaborate on activity planning, personal tasks and business projects; downloadable computer software and mobile application software that enables users to view, discuss, modify, comment on, and update documents, text, images, voice and video in real time or asynchronously from remote locations; downloadable computer software and mobile application software for use in group communication and automated integrations with external service providers, none of the aforementioned for use in connection with transportation scheduling and arranging, transportation payment processing, or ridesharing services.

Class 42:

Software as a Services (SaaS) services featuring software and Platform as a Services (PaaS) services featuring a computer software platform for use in the creation and editing of collaborative workspaces; Software as a Services (SaaS) services featuring software and Platform as a Services (PaaS) services featuring a computer software platform that enables users to create and collaborate on content in real time or asynchronously from remote locations, and to view and modify embedded documents and information, all for the purpose of enabling users to collaborate on activity planning, personal tasks and business projects; Software as

¹ 'Agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community (2019/C 384 I/01)', also known as the 'Withdrawal Agreement'.

a Services (SaaS) services featuring software and Platform as a Services (PaaS) services featuring a computer software platform that enables users to view, discuss, modify, comment on, and update documents, text, images, voice and video in real time or asynchronously from remote locations; Software as a Services (SaaS) services featuring software and Platform as a Services (PaaS) services featuring a computer software platform for use in group communication and automated integrations with external service providers, none of the aforementioned for use in connection with transportation scheduling and arranging, transportation payment processing, or ridesharing services.

5. The Opponent claims that the parties' marks are similar, that the Applicant's contested services are identical and/or highly similar to the goods and services of the Opponent and that there is a likelihood of confusion.
6. The Applicant filed a Notice of defence, including a counterstatement in which it (i) denies that the parties' marks are conceptually similar or when assessed globally; (ii) "admits that the services of software as a service [SaaS] are broadly identical in both marks at first glance" but emphasises the terms that expressly limit the SaaS in the Opponent's earlier mark and highlights certain specified services in the application that are "not directly replicated in the earlier" specification and/or are not similar or identical; and (iii) denies that there is any likelihood of confusion "among the relevant public".
7. The Opponent is represented by Sonder & Clay. The Applicant is represented by Briffa.

EVIDENCE AND SUBMISSIONS

8. The Opponent filed evidence and the Applicant filed written submissions during the evidence rounds. A hearing was neither requested nor thought necessary and only the Opponent filed written submissions in lieu of a hearing.
9. The Opponent's evidence comprised a Witness Statement of Diane Nahm, dated 20 April 2023, introducing exhibits DN1 – DN5. Ms Nahm is Head of Corporate Legal at

the Opponent company, and her evidence focuses on the inception and development of the Opponent company, and on its products/services and customer base.

10. I have read all the papers filed and I refer to the evidence and submissions to the extent necessary in making this decision.

RELEVANCE OF EU LAW

11. The provisions of the Act relied upon in these proceedings are assimilated law, as they are derived from EU law. Although the UK has left the EU, section 6(3)(a) of the European Union (Withdrawal) Act 2018 (as amended by Schedule 2 of the Retained EU Law (Revocation and Reform) Act 2023) requires tribunals applying assimilated law to follow assimilated EU case law. That is why this decision refers to decisions of the EU courts which predate the UK's withdrawal from the EU.

DECISION

12. Section 5(2)(b) of the Act reads as follows:

“5(2) A trade mark shall not be registered if because –

(a)...

(b) it is similar to an earlier trade mark and is to be registered for goods or services identical with or similar to those for which the earlier trade mark is protected

there exists a likelihood of confusion on the part of the public, which includes the likelihood of association with the earlier trade mark.”

13. In accordance with section 6 of the Act, the Opponent's mark is an earlier mark by virtue of its priority date of 20 November 2018 which fell before the filing date of the Applicant's mark (6 July 2022). The earlier mark had been registered for less than five

years before the filing of the applied-for mark, so the Opponent is entitled to rely upon all of the terms that it seeks to rely upon.²

Section 5(2)(b) case law

14. The following principles are derived from the decisions of the Court of Justice of the European Union (“CJEU”) in *Sabel BV v Puma AG*, Case C-251/95; *Canon Kabushiki Kaisha v Metro-Goldwyn-Mayer Inc*, Case C-39/97; *Lloyd Schuhfabrik Meyer & Co GmbH v Klijsen Handel B.V.* Case C-342/97; *Marca Mode CV v Adidas AG & Adidas Benelux BV*, Case C-425/98; *Matratzen Concord GmbH v OHIM*, Case C-3/03; *Medion AG v. Thomson Multimedia Sales Germany & Austria GmbH*, Case C120/04; *Shaker di L. Laudato & C. Sas v OHIM*, Case C-334/05P; and *Bimbo SA v OHIM*, Case C-591/12P:
- (a) The likelihood of confusion must be appreciated globally, taking account of all relevant factors;
 - (b) the matter must be judged through the eyes of the average consumer of the goods or services in question, who is deemed to be reasonably well informed and reasonably circumspect and observant, but who rarely has the chance to make direct comparisons between marks and must instead rely upon the imperfect picture of them they have kept in their mind, and whose attention varies according to the category of goods or services in question;
 - (c) the average consumer normally perceives a mark as a whole and does not proceed to analyse its various details;
 - (d) the visual, aural and conceptual similarities of the marks must normally be assessed by reference to the overall impressions created by the marks bearing in mind their distinctive and dominant components, but it is only when all other components of a complex mark are negligible that it is permissible to make the comparison solely on the basis of the dominant elements;

² Section 6A of the Act.

- (e) nevertheless, the overall impression conveyed to the public by a composite trade mark may be dominated by one or more of its components;
- (f) however, it is also possible that in a particular case an element corresponding to an earlier trade mark may retain an independent distinctive role in a composite mark, without necessarily constituting a dominant element of that mark;
- (g) a lesser degree of similarity between the goods or services may be offset by a great degree of similarity between the marks, and vice versa;
- (h) there is a greater likelihood of confusion where the earlier mark has a highly distinctive character, either per se or because of the use that has been made of it;
- (i) mere association, in the strict sense that the later mark brings the earlier mark to mind, is not sufficient;
- (j) the reputation of a mark does not give grounds for presuming a likelihood of confusion simply because of a likelihood of association in the strict sense;
- (k) if the association between the marks creates a risk that the public might believe that the respective goods or services come from the same or economically-linked undertakings, there is a likelihood of confusion.

Comparison of goods and services

15. Section 60A of the Act provides:

- (1) For the purpose of this Act, goods and services-
 - (a) are not to be regarded as being similar to each other on the ground that they appear in the same class under the Nice Classification.
 - (b) are not to be regarded as being dissimilar from each other on the ground that they appear in different classes under the Nice Classification.

16. In assessing similarity, all the relevant factors relating to the goods or services themselves should be taken into account, including, “inter alia, their nature, their intended purpose and their method of use and whether they are in competition with each other or are complementary.”³

17. Goods or services will be found to be in a competitive relationship only where one is substitutable for the other.⁴ In *Boston Scientific Ltd v OHIM*, Case T-325/06, the General Court described “complementary” in the following terms: “[...] there is a close connection between them, in the sense that one is indispensable or important for the use of the other in such a way that customers may think that the responsibility for those goods lies with the same undertaking”.⁵ In *Kurt Hesse v OHIM*, Case C-50/15 P, the CJEU stated that complementarity is an autonomous criterion capable of being the sole basis for the existence of similarity between goods.

18. Jacob J. (as he then was) in the *Treat* case, [1996] R.P.C. 281⁶, identified the following factors for assessing similarity of the respective goods and services:
 - (a) The respective uses of the respective goods or services;
 - (b) The respective users of the respective goods or services;
 - (c) The physical nature of the goods or acts of service;
 - (d) The respective trade channels through which the goods or services reach the market;
 - (e) In the case of self-serve consumer items, where in practice they are respectively found, or likely to be found, in supermarkets and, in particular, whether they are, or are likely to be, found on the same or different shelves;
 - (f) The extent to which the respective goods or services are competitive. This inquiry may take into account how those in trade classify goods, for instance whether

3 CJEU *Canon*, Case C-39/97, paragraph 23.

4 *Lidl Stiftung & Co KG v EUIPO*, Case T-549/14.

5 Paragraph 82

6 *British Sugar Plc v James Robertson & Sons Ltd* [1996] R. P. C. 281, pp 296-297.

market research companies, who of course act for industry, put the goods or services in the same or different sectors.

19. Goods (or services) may be grouped together for the purposes of assessment, as Geoffrey Hobbs QC (as he then was), sitting as the Appointed Person, said in *Separode Trade Mark* BL O-399-10:

“The determination must be made with reference to each of the different species of goods listed in the opposed application for registration; if and to the extent that the list includes goods which are sufficiently comparable to be assessable for registration in essentially the same way for essentially the same reasons, the decision taker may address them collectively in his or her decision.”

20. I bear the principle articulated by the General Court in *Gérard Meric v Office for Harmonisation in the Internal Market*, Case T-133/05 that goods can be considered as identical when the goods designated by the earlier mark are included in a more general category, designated by trade mark application, or vice versa. This Meric inclusion principle holds true for services as well as goods.
21. In construing the terms used in the parties' specifications, I will follow the guidance of Floyd J. (as he then was) in *YouView TV Ltd v Total Ltd* [2012] EWHC 3158 (Ch):

“... Trade mark registrations should not be allowed such a liberal interpretation that their limits become fuzzy and imprecise: see the observations of the CJEU in Case C-307/10 *The Chartered Institute of Patent Attorneys (Trademarks) (IP TRANSLATOR)* [2012] ETMR 42 at [47]-[49].

Nevertheless, the principle should not be taken too far. *Treat* was decided the way it was because the ordinary and natural, or core, meaning of 'dessert sauce' did not include jam, or because the ordinary and natural description of jam was not 'a dessert sauce'. Each involved a straining of the relevant language, which is incorrect. Where words or phrases in their ordinary and natural meaning are apt to cover the category of goods in question, there is

equally no justification for straining the language unnaturally so as to produce a narrow meaning which does not cover the goods in question."

22. I preface my comparison of the goods and services with the following observations. The parties' submissions are, on the whole, very broad. The Opponent has grouped together long lists of opposed terms and set them alongside long lists of its own terms without specifying particular points of similarity. A more meticulous approach, identifying the closest comparator for each of the opposed terms, would have been helpful.
23. Some of the services at issue appear highly technical and, in the absence of any evidence or assistance from the parties, I must form a view of my own as to what such services entail.
24. Furthermore, many of the terms (both opposed and relied upon) seem inescapably broad. An example is the opposed term '*programming for the internet*'. It is my view that the internet permeates everyday life so broadly, and that computer programming (often synonymous with software programming), at a general level, is necessary for such an enormous range of activities, that such a term appears almost unworkably broad. To my mind, this term could on the one hand be interpreted as programming which specifically relates to material which is accessed exclusively via the internet. On the other hand, any electronic material may be compatible for potential upload or connection to the internet, in which case, *any* associated programming, could be said to be ultimately "for the internet". Comparable ambiguities arise from layered terms such as '*Software as a service [SaaS] featuring software for machine learning*', which might be interpreted as a software service specifically used in order for machine learning to occur in the first place (i.e. to facilitate the 'building' of a machine capable of exhibiting human-like intelligence) or, broadly speaking, it might encompass any software as a service used with/in relation to an 'intelligent' machine.
25. In the light of the foregoing, I will therefore bear in mind the case of *Sky v Skykick* [2020]⁷ in which Lord Justice Arnold considered the validity of trade marks registered

⁷ EWHC 990 (Ch)

for, *inter alia*, the broad term ‘computer software’. In his judgment, he set out the following summary of the correct approach to interpreting broad and/or vague terms:

“...the applicable principles of interpretation are as follows:

(1) General terms are to be interpreted as covering the goods or services clearly covered by the literal meaning of the terms, and not other goods or services.

(2) In the case of services, the terms used should not be interpreted widely, but confined to the core of the possible meanings attributable to the terms.

(3) An unclear or imprecise term should be narrowly interpreted as extending only to such goods or services as it clearly covers.

(4) A term which cannot be interpreted is to be disregarded.”

26. The Opponent relies on goods in Class 9 that are essentially downloadable software with certain capacities and not for use in arranging ridesharing or transportation. The Opponent’s services in Class 42 cover the same essential software content, but as a service rather than as downloadable goods. The Opponent’s stronger basis for objection rests with its Class 42 services and I need only conduct my comparison based on those earlier services, rather than based on the earlier Class 9 goods. The Opponent has submitted that the following of the parties’ respective services are identical or, if they are not identical, highly similar:

Earlier mark:	Applied-for mark:
<p>Class 42: <i>Software as a Services (SaaS) services featuring software and Platform as a Services (PaaS) services featuring a computer software platform for use in the creation and editing of collaborative workspaces; Software as a Services (SaaS) services featuring software and</i></p>	<p>Class 42: <i>Software as a service [SaaS]; Software as a service [SAAS] services; Software as a service [SaaS] featuring software for machine learning; Software as a service [SaaS] featuring software for deep learning; Platforms for artificial intelligence as software as a service</i></p>

Platform as a Services (PaaS) services featuring a computer software platform that enables users to create and collaborate on content in real time or asynchronously from remote locations, and to view and modify embedded documents and information, all for the purpose of enabling users to collaborate on activity planning, personal tasks and business projects; Software as a Services (SaaS) services featuring software and Platform as a Services (PaaS) services featuring a computer software platform that enables users to view, discuss, modify, comment on, and update documents, text, images, voice and video in real time or asynchronously from remote locations; Software as a Services (SaaS) services featuring software and Platform as a Services (PaaS) services featuring a computer software platform for use in group communication and automated integrations with external service providers, none of the aforementioned for use in connection with transportation scheduling and arranging, transportation payment processing, or ridesharing services.

[SaaS]; Platforms for graphic design as software as a service [SaaS]; Software as a service [SaaS] featuring software platforms for graphic design; Software as a service [SaaS] featuring software for deep neural networks; Software as a service [SaaS] featuring computer software platforms for artificial intelligence; Software as a service [SaaS] services featuring software for machine learning, deep learning and deep neural networks; Internet walled garden services; Rental of Internet security programs; Hosting platforms on the Internet; Hosting of portals on the internet; Rental of software for Internet access; Hosting of platforms on the Internet; Hosting memory space on the Internet; Providing electronic memory space on the Internet; Hosting of digital content on the Internet; Providing space on the internet for weblogs

Contested services: **Software as a service [SaaS]; Software as a service [SAAS] services**

27. I consider the above two contested terms to be synonymous. It is my understanding that 'Software as a service' (SaaS) is a form of cloud computing in which the provider offers the use of application software to a client and manages all the physical and software resources used by the application.. My understanding is in line with the following information as expressed on Wikipedia. This tribunal does not typically undertake research in circumstances in which a party might reasonably have provided evidence on a point; nor is Wikipedia an unimpeachable reference source – however, on a subject entry as general as SaaS, where there is no real risk of editorial self-interest, I find it useful and appropriate to avail myself of its explanatory content, much as I would a dictionary or other standard reference work.

“SaaS is usually accessed via a web application. Unlike most self-hosted software products, only one version of the software exists and only one operating system and configuration is supported. SaaS products typically run on top of rented platform as a service (PaaS) systems including hardware and sometimes operating systems and middleware to accommodate rapid increases in usage while providing the instant and continuous availability that customers expect. SaaS customers are provided with the abstraction of limitless computing resources, while economy of scale drives down the cost. There are no specific software development practices that distinguish SaaS from other application development.

28. The Applicant has admitted that the 'services of software as a service [SaaS]' are 'broadly identical in both marks at first glance', but argued that the Opponent has limited its 'SaaS' terms to 'services featuring a computer software platform for use in the creation and editing of collaborative workspaces'.⁸

29. I acknowledge that the Opponent's software as a service specification includes a feature to facilitate collaboration, enabling users to work as a group on documents,

⁸ Applicant's Counterstatement, paragraph [16] – [17].

text, images, voice and video. I also acknowledge that the Opponent's services are not for use in connection with transportation scheduling and arranging, transportation payment processing, or ridesharing services.

30. However, the above aspects of the Opponent's SaaS services are of limited significance for the purposes of assessing the extent to which the parties' respective services are similar.
31. Indeed, in considering the Applicant's terms *Software as a service [SaaS]; Software as a service [SAAS] services*, those broad terms will encompass the Opponent's limited term *Software as a Services (SaaS) services featuring software and Platform as a Services (PaaS) services featuring a computer software platform for use in the creation and editing of collaborative workspaces*.⁹ I find the parties' services to be identical according to the principle in 'Meric'.

Contested services: ***Hosting of portals on the internet; Hosting platforms on the Internet; Hosting of platforms on the Internet***

32. In line with the Wikipedia explanation I referenced earlier, it is my understanding that the above contested services are essentially part of 'Software as a Service'. In my view, the above contested services may be considered, in essence, identical to the Opponent's *Software as a Services (SaaS) services featuring software and Platform as a Services (PaaS) services featuring a computer software platform that enables users to view, discuss, modify, comment on, and update documents, text, images, voice and video in real time or asynchronously from remote locations*. Alternatively, there is at least a high degree of similarity between such services based on factors such as shared purpose, shared users, trade channels, method of use and complementarity.

Contested services: ***Hosting memory space on the Internet; Providing electronic memory space on the Internet; Hosting of digital content on the Internet; Providing space on the internet for weblogs***

⁹ A number of the Opponent's other 'SaaS' terms will also be encompassed by the Applicant's terms. For the purposes of the Opposition, it is sufficient to find identity with one of the Opponent's terms.

33. As I understand it, memory for the purposes of computing is the physical medium used to store data, and is therefore hardware, rather than software. Nonetheless, the above contested services appear integral to the Opponent's *Software as a Services (SaaS) services featuring software and Platform as a Services (PaaS) services featuring a computer software platform that enables users to view, discuss, modify, comment on, and update documents, text, images, voice and video in real time or asynchronously from remote locations*. I find there is **at least a medium degree of similarity between** such services based on factors such as shared users, trade channels, method of use and complementarity.

Contested services: ***Software as a service [SaaS] featuring software for machine learning;*¹⁰ *Software as a service [SaaS] featuring software for deep learning;*¹¹ *Platforms for artificial intelligence as software as a service [SaaS]; Software as a service [SaaS] featuring software for deep neural networks;*¹² *Software as a service [SaaS] featuring computer software platforms for artificial intelligence; Software as a service [SaaS] services featuring software for machine learning, deep learning and deep neural networks***

34. Without submissions to the contrary from the parties, I find that the Applicant's services are all 'Software as a Service' packages, albeit that they feature 'artificial intelligence', 'machine learning', 'deep learning' and 'neural networks', which, as I understand it, may be considered broadly as methods by which computers are programmed to 'think'. I compare these services to, for example, the Opponent's term *Software as a Services (SaaS) services featuring software and Platform as a Services (PaaS) services featuring a computer software platform that enables users to create and collaborate on content in real time or asynchronously from remote locations, and to view and modify embedded documents and information, all for the purpose of enabling users to collaborate on activity planning, personal tasks and business projects*. Whatever the particular facilitative purpose of the Opponent's SaaS services, there

¹⁰ It is my understanding that 'machine learning' is an area of artificial intelligence.

¹¹ It is my understanding that 'deep learning' is a method of artificial intelligence whereby computers process data in a way that is similar to the human brain.

¹² It is my understanding that 'deep neural networks' are a model of computing used in 'machine learning'.

seems no reason why they may not also feature *software for machine learning* as with the Applicant's contested services. In line with the Applicant's admission of identity in respect of the parties' SaaS services, I find that the above contested services may be considered in essence identical to the Opponent's SaaS services. Alternatively, there is at least a medium degree of similarity between such services based on factors such as shared nature, shared users, trade channels and method of use.

Contested services: ***Platforms for graphic design as software as a service [SaaS]; Software as a service [SaaS] featuring software platforms for graphic design***

35. The above terms are synonymous, both being 'Software as a Service' for graphic design. I compare these services to the Opponent's term *Software as a Services (SaaS) services featuring software and Platform as a Services (PaaS) services featuring a computer software platform that enables users to create and collaborate on content in real time or asynchronously from remote locations, and to view and modify embedded documents and information, all for the purpose of enabling users to collaborate on activity planning, personal tasks and business projects*. In my view there is no reason why the business projects on which parties may collaborate under the Opponent's SaaS services may not be concerned with graphic design. On that basis, the above contested services may be considered in essence identical to the Opponent's SaaS services. Alternatively, since both furnish users with software hosted by a third party there is at least a medium degree of similarity between such services based on factors such as shared nature, users, trade channels and method of use.

Contested services: ***Rental of Internet security programs***

36. The Applicant's services are intended to prevent cyberattacks; i.e. malicious activity harmful to information systems or data. I compare these services to the Opponent's *Software as a Services (SaaS) services featuring software and Platform as a Services (PaaS) services featuring a computer software platform that enables users to create and collaborate on content in real time or asynchronously from remote locations, and to view and modify embedded documents and information, all for the purpose of enabling users to collaborate on activity planning, personal tasks and business projects*. The Opponent's submission that 'internet security is a key component of any

software as a service' is noted.¹³ However, it is my view that, while this may be so, internet security is not the core function of the Opponent's services, which are ultimately intended to provide a collaborative space. The specific purposes of the parties' services are therefore distinct. Users will overlap to the extent that both parties' services will be purchased by the professional public (albeit the Applicant's 'rental of internet security programs' will also be purchased by the general public). Trade channels will likely overlap; the same undertaking may provide both 'Software as a Service' services and rental of security programs (indeed, rental of software at large). The nature of the services will be similar to the extent that both parties' offerings are acts of service engaged by way of a subscription or rental payment. The parties' services are not competitive, neither being substitutable for each other. It is possible to consider the services complementary, since, in reality, as the Opponent suggests, data and cyber security is an important inherent ingredient in a service where a third party is to be trusted in the provision of software, such as for the facilitation of collaborative working. In the light of the foregoing, I disagree with the Opponent's submission that the services are identical or highly similar, but I find the parties' services to have **at least a low level of similarity**.

Contested services: ***Internet walled garden services***

37. I understand that 'internet walled garden services' are self-contained systems or platforms that restrict access to content from sources outside of the service provider's platform/network. I see no reason why the 'walled garden' model could not be delivered in the form of 'Software as a Service'. The Applicant's broad term will encompass the Opponent's term *Software as a Services (SaaS) services featuring software and Platform as a Services (PaaS) services featuring a computer software platform that enables users to create and collaborate on content in real time or asynchronously from remote locations, and to view and modify embedded documents and information, all for the purpose of enabling users to collaborate on activity planning, personal tasks and business projects* to the extent that the Opponent's service has the 'walled garden' functionality. I find the parties' services **to be identical according to the principle in 'Meric'**.

¹³ Opponent's written submissions in lieu of a hearing, paragraph [17].

Contested services: ***Rental of software for Internet access***

38. To my mind, the Applicant's services entail the provision of software whose purpose is to enable access to the internet. I compare these services to the Opponent's *Software as a Services (SaaS) services featuring software and Platform as a Services (PaaS) services featuring a computer software platform that enables users to view, discuss, modify, comment on, and update documents, text, images, voice and video in real time or asynchronously from remote locations*. The parties' services will differ in purpose; the core function of the Applicant's service being the facilitation of internet access, versus the Opponent's services intended to provide a collaborative online workspace. Users will overlap to the extent that both parties' offerings will be purchased by the professional public (albeit 'rental of software for internet services' will also be purchased by the general public). The nature of the parties' services will be similar to the extent that both entail the provision of rented software. Methods of use will differ by virtue of the services having distinct specific purposes. I do not consider the parties' offerings to be in a competitive relationship, neither being substitutable for the other. I do, however, find complementarity. A user will be unable to use 'Software as a Service' services, which are typically cloud-based, without access to the internet; and the average consumer may presume both to originate from the same undertaking. In the light of the foregoing, I disagree with the Opponent's submission that the services are identical or highly similar. I find the parties' services to **have a low level of similarity.**

39. Moving on from the services listed in the table at [26], I note that the Opponent has grouped together the following contested services:¹⁴

Software authoring; Software engineering; Software creation; Software design; Software development; Software research; Software installation; Consulting services in the field of software as a service [SaaS]; Internet security consultancy; Development of software solutions for internet providers and internet users; Hosting websites on the Internet; Hosting internet sites for others; Programming of Internet security programs; Computer programming for the internet; Installation of Internet access software;

¹⁴ Opponent's written submissions in lieu of a hearing, table at [13].

Programming of software for Internet portals, chatrooms, chat lines and Internet forums; Maintenance of software for Internet access; Programming of software for Internet platforms; Installation and maintenance of Internet access software; Constructing an internet platform for electronic commerce; Hosting of transaction platforms on the internet; Data authentication via blockchain; Data storage via blockchain

40. The Opponent has submitted that these services are ‘ancillary services to the provision of software as a service, or platform as a service’; that the nature and users will be the same as for the Opponent’s class 42 services; and that the average consumer would expect the parties’ respective services to be provided by the same undertaking.¹⁵ The Opponent has not stated the extent to which the respective services are similar, which I shall attempt to assess in the following paragraphs.

Contested services: ***Software authoring; Software engineering; Software creation; Software design; Software development; Development of software solutions for internet providers and internet users***

41. The Applicant’s services, broadly speaking, entail the creation or development of software. The terms are broad and can relate to software within any field. I compare these services to the Opponent’s *Software as a Services (SaaS) services featuring software and Platform as a Services (PaaS) services featuring a computer software platform for use in the creation and editing of collaborative workspaces*. The parties’ respective services will differ in terms of their specific purposes; the Applicant’s creation, maintenance or installation of *software* versus the Opponent’s creation/editing of a *collaborative space*. There will be user overlap to the extent that both parties’ services will be engaged by the professional public. Trade channels will also likely overlap; providers of ‘Software as a Service’ services may also provide the Applicant’s services. The acts of service entailed by the parties’ respective offerings will differ. To my mind, the Applicant’s services will involve the acts of ‘authoring, engineering, creation’ etc, being performed by a third party on behalf of the purchaser. In contrast, the acts of service performed in the course of the Opponent’s offering will

¹⁵ Opponent’s written submissions in lieu of a hearing, at paragraphs [19] – [20].

be the provision and upkeep of the electronic infrastructure to *enable the purchaser itself* to perform its activities. The parties' services will differ in terms of their methods of use by virtue of their distinct core functions and the natures of the acts of service. Although the respective services could ultimately achieve the same end, i.e. either the Opponent's 'Software as a Service' to create a collaborative space or, a third party creating/engineering software to enable use of an online collaborative space, might fulfil the same requirement, I consider the latter 'route' to be too circuitous for it to be a commercially realistic alternative to the former. I therefore do not consider the services to be in a competitive relationship. I do not find the parties' services to be complementary, either; neither being necessary or important for each other. I find the parties' services to have a **low level of similarity**.

Contested services: **Software research**

42. The Applicant's services entail research into software. I compare these services to the Opponent's *Software as a Services (SaaS) services featuring software and Platform as a Services (PaaS) services featuring a computer software platform for use in the creation and editing of collaborative workspaces*. The specific purposes of the respective services will differ; the Applicant's services intended to conduct research in the field of software versus the Opponent's services which aim to create and edit collaborative electronic spaces. Users and trade channels will likely overlap. The respective services will differ in nature by virtue of the different acts of service performed in the course of each: the acts of service entailed by the Opponent's term have already been noted; the Applicant's services entail the conducting of research into software by a third party on the purchaser's behalf. The parties' services will have different methods of use in view of their distinct functions: one will be engaged in order to conduct research on behalf of the user; whereas the other will be used so that the purchaser itself can create and edit collaborative workspaces. I find the parties' services to be neither competitive nor complementary; neither being substitutable or necessary/important for the other. I find the parties' services to have a **very low level of similarity**.

Contested services: **Software installation**

43. The Applicant's services entail the act of installing software. I compare these services to the Opponent's *Software as a Services (SaaS) services featuring software and Platform as a Services (PaaS) services featuring a computer software platform for use in the creation and editing of collaborative workspaces*. In the absence of any submissions from the parties as to what, in practical terms, the contested term entails, it is my understanding that 'software installation' is the process of making a particular piece of software 'ready to use', i.e. by taking various steps to configure a computer (or network of computers) to enable that software to be run on it. The parties' services will therefore have distinct purposes. Users and trade channels will likely be shared. The parties' services will differ in nature by virtue of the different acts of service entailed by each; engagement of a third party to install software versus provision of the infrastructure to facilitate creation/editing of a collaborative workspace. The parties' services will differ in terms of their methods of use by virtue of their distinct functions. Although, ultimately, both parties' offerings could bring about the same end (i.e. facilitating the use of a collaborative workspace), I consider that the Applicant's service involves too circuitous a route for it to be a commercially realistic alternative to the Opponent's offering. I do not find complementarity, either, neither party's service being necessary nor important for the former. All things considered, I find the parties' services to be similar to a **very low degree**.

Contested services: **Installation of Internet access software; Maintenance of software for Internet access; Installation and maintenance of Internet access software**

44. The purpose of the Applicant's services is to enable and maintain access to the internet. I compare these services to the Opponent's *Software as a Services (SaaS) services featuring software and Platform as a Services (PaaS) services featuring a computer software platform for use in the creation and editing of collaborative workspaces*. The purpose of the Opponent's services has been noted. The parties' respective services will have distinct purposes. Users will be shared. I consider that the Applicant's services will most likely be provided by an internet service provider rather than a provider of other specific software services. The parties' services will

entail different acts of service; the facilitation of internet access, versus the provision of infrastructure to facilitate the creation/use of a collaborative workspace. The parties' services will differ in terms of their methods of use by virtue of their distinct functions: one involves installation/maintenance by the service provider to enable the user to access the internet, whereas the Opponent's services will entail the users themselves doing the acts of creating/editing. I do not find the parties' services to be competitive, neither being substitutable for the other. I do not find complementarity, either; although software to enable internet access will be necessary in order for a purchaser to use a 'Software as a Service' service, I do not consider that the average consumer would presume both offerings to be provided by the same undertaking. I find the parties' services to have a **very low level of similarity.**

Contested services: ***Consulting services in the field of software as a service [SaaS]***

45. It is my understanding that the Applicant's services entail the provision of information, advice or expertise on the matter of 'Software as a Service' at large. I compare these services to the Opponent's *Software as a Services (SaaS) services featuring software and Platform as a Services (PaaS) services featuring a computer software platform for use in the creation and editing of collaborative workspaces*. The parties' services will have different specific purposes; one being the provision of information, advice or expertise as opposed to facilitating the editing/creation of collaborative workspaces. Users and trade channels will necessarily be shared. The parties' services will overlap somewhat in terms of their nature; because advice and information on the particular 'Software as a Service' will almost always be provided as part of the Opponent's service. The parties' services will overlap in methods of use to the extent that the Opponent's service will encompass advice and information about the particular 'Software as a Service' package. The parties' services are not in competition, neither being substitutable for the other. I do, however, find complementarity; the provision of knowledge, advice and expertise on the particular 'Software as a Service' concerned will be provided in relation to that service, by the same undertaking. I find the parties' services to have a **medium level of similarity.**

Contested services: **Computer programming for the internet**

46. I understand that 'computer programming', in simple terms, is the writing of instructions (known as 'code') for a computer to 'follow' in order to perform tasks. The Applicant's term is, on the face of it, very broad. It is my understanding that any material which exists in an electronic format could, in theory, be uploaded to the internet. This term would therefore encompass computer programming related to any electronic material destined for the internet. I therefore consider that the term can be read as 'computer programming' at large. I compare these services to the Opponent's *Software as a Services (SaaS) services featuring software and Platform as a Services (PaaS) services featuring a computer software platform for use in the creation and editing of collaborative workspaces*. The respective services will differ in purpose: the programming of computers versus facilitating the creation/editing of collaborative workspaces. Users may overlap. In the absence of evidence to demonstrate that trade channels are shared, it is not obvious to my mind that the same undertaking would typically offer the service of computer programming (i.e. the writing of code) as well as 'Software as a service' packages. The parties' services will entail different acts of service; the act of programming versus the provision of infrastructure to facilitate the creation/use of a collaborative workspace. The services will differ in terms of their methods of use by virtue of their distinct purposes and differences in the acts of service. The services are not competitive; neither being substitutable for the other. Although 'programming for the internet' may be necessary to the extent that in order for 'Software as a Service' services to be utilised, one needs a computer that has access to the internet, and computers must be programmed, I have no evidence that the consumer would expect the same undertaking to be responsible for both services. I find the parties' services to have **at least a low level of similarity**.

Contested services: ***Programming of software for Internet portals, chatrooms, chat lines and Internet forums; Programming of software for Internet platforms***

47. At the core of the Applicant's services is the act of software programming specifically for internet 'gateways' or chatrooms/forums. I bear in mind the analogous reasons in my previous paragraph, but given the express textual references to internet portals,

platforms and chatrooms I find the parties' services to have perhaps a **medium level of similarity.**

Contested services: ***Programming of Internet security programs***

48. The ultimate purpose of the Applicant's services is to guard against cybercrime when using the internet. I compare these services to the Opponent's *Software as a Services (SaaS) services featuring software and Platform as a Services (PaaS) services featuring a computer software platform for use in the creation and editing of collaborative workspaces.* The parties' services will have different purposes. For the same reasons provided above at [44], I find the parties' services to have a **very low level of similarity.**

Contested services: ***Internet security consultancy***

49. I consider that consultancy services in general involve the provision of knowledge, advice and expertise in a certain field, typically set out in a report or written advice. It is my understanding that 'internet security' involves matters such as protection of users' data, and against viruses and cybercrimes that occur through electronic/online channels. I therefore find that the Applicant's services involve the provision of advice etc. regarding those matters. I compare these services to the Opponent's *Software as a Services (SaaS) services featuring software and Platform as a Services (PaaS) services featuring a computer software platform for use in the creation and editing of collaborative workspaces.* The parties' offerings therefore differ in their ultimate purposes, i.e. provision of advice/expertise on the matter of internet security versus facilitating creation/editing of collaborative workspaces. Users may overlap. In the absence of evidence to indicate that trade channels are shared, it is my view that, although providers of 'SaaS' packages will almost always provide advice, which might include advice on internet security, I consider that 'internet security consultancy' is a distinct standalone service. In my view, trade channels will unlikely be shared. The parties' services will entail different acts of service; the act of providing formal advice and expertise versus the provision of infrastructure to facilitate the creation/use of a collaborative workspace. The services will differ in terms of their methods of use by virtue of their distinct purposes and differences in the acts of service. The services are

not competitive; neither being substitutable for the other. Following my finding on distinct trade channels, I do not find complementarity, either. All things considered, I find the parties' services to have a **very low level of similarity.**

Contested services: ***Hosting websites on the Internet; Hosting internet sites for others***

50. It is my understanding that the hosting of websites entails providing users with the use of a website, while retaining responsibility for the functioning and maintenance of that website. In my view, 'Software as a Service' services will be encompassed by the Applicant's broad 'hosting' terms because the essential feature of 'Software as a Service' is that it is a cloud-based system accessed via the internet (i.e. by accessing a website of some sort) of which the service provider is the host. I find that the Applicant's terms will encompass the Opponent's term *Software as a Services (SaaS) services featuring software and Platform as a Services (PaaS) services featuring a computer software platform that enables users to view, discuss, modify, comment on, and update documents, text, images, voice and video in real time or asynchronously from remote locations.* The services **are therefore identical according to the principle in 'Meric'.** Alternatively, there is at least a high degree of similarity between such services based on factors such as overlapping nature, users, trade channels, method of use and complementarity.

Contested services: ***Hosting of transaction platforms on the internet***

51. The Applicant's services entail the hosting of web-based infrastructure to facilitate the completion of transactions. I acknowledge that a 'transaction' may, on a broad definition, cover any type of interaction between people. However, in my view, the ordinary implication of the word is concerned with the purchase or sale of something. It is that notion that I consider the core meaning for these contested services. I therefore consider the above contested services to include selling-platforms and online marketplaces, as well as payment sites. I compare this to the Opponent's *Software as a Services (SaaS) services featuring software and Platform as a Services (PaaS) services featuring a computer software platform that enables users to view, discuss, modify, comment on, and update documents, text, images, voice and video in real time or asynchronously from remote locations.* Although it is a principal feature

of 'SaaS' services packages that the service-provider hosts the infrastructure the use of which is provided to customers, I must be cautious not to conflate them with all 'hosting' services. In the absence of any evidence to indicate that the 'hosting of transaction platforms' would be provided by way of an 'SaaS' package, I do not consider that the Applicant's term would encompass the Opponent's services. I will therefore proceed to apply the usual 'Treat' factors. The specific purposes of the services will be distinct, i.e. facilitating online transactions versus facilitating creation/editing of an online collaborative space. Users will overlap to the extent that both parties' offerings might be used by both the general and professional public. I have no evidence to indicate that the same undertaking would provide both services. I consider trade channel overlap unlikely; to my mind, the average consumer would be unlikely to presume that the same undertaking to provide both services. The acts of service under each term will be similar only to the extent that both entail hosting. Methods of use will diverge, however. The Applicant's services will be used during the course of online transactions while the Opponent's services will be used in order to create/edit an online collaborative space. I find the respective services to be neither competitive nor complementary, neither being substitutable or necessary/important for the other. In the light of the foregoing, I find the services to **have a very low level of similarity.**

Contested services: ***Constructing an internet platform for electronic commerce***

52. The Applicant's services entail the creation of an internet platform specifically intended to facilitate transactions. I compare these services to the Opponent's *Software as a Services (SaaS) services featuring software and Platform as a Services (PaaS) services featuring a computer software platform for use in the creation and editing of collaborative workspaces*. I consider the specific purposes of the parties' service to be different. The purpose of the Applicant's services is the construction of an internet platform (for commerce) whereas the purpose of the Opponent's services is to enable the user to create/edit their own collaborative workspace. Users will likely overlap where the consumer is a professional purchaser. To my mind, the Applicant's services would almost always be engaged by professionals. I consider it unlikely for a member of the general public to be seeking a service to build such a platform. I have no evidence to indicate that the same undertaking would provide both services. I consider trade channel overlap unlikely; to my mind, the average consumer would not ordinarily

presume the same undertaking to provide both services. The acts of service entailed by the respective offerings will differ; the act of constructing a platform versus the provision of the infrastructure to facilitate the creation/editing of an online workspace by the purchasers themselves. The methods of use will differ. I find the respective services to be neither competitive nor complementary, neither being substitutable or necessary/important for the other. In the light of the foregoing, I find the services to have a very low level of similarity.

Contested services: ***Data authentication via blockchain; User authentication services using blockchain technology.***

53. It is my understanding that a blockchain is a digital ledger of transactions that is duplicated and distributed across a network of computer systems. The essential feature of blockchain is that it is a data record that cannot be corrupted. The Applicant's services will, in my view, entail the authentication of data/user identity by way of the blockchain method. I compare these services to the Opponent's *Software as a Services (SaaS) services featuring software and Platform as a Services (PaaS) services featuring a computer software platform that enables users to create and collaborate on content in real time or asynchronously from remote locations, and to view and modify embedded documents and information, all for the purpose of enabling users to collaborate on activity planning, personal tasks and business projects.* The parties' services will differ in purpose; the authentication of data/users versus the provision of a collaborative workspace. Users will overlap to the extent that both parties' services may be used by the general and professional public. In the absence of evidence to indicate that the respective services will originate from the same undertakings, my view is that the average consumer would unlikely presume trade channels to overlap. The acts of service will differ; the authentication of data versus the provision of an online collaborative space. Methods of use will differ; the Applicant's services will involve the service provider being responsible for the authentication task whereas the Opponent's services will be used to enable the users themselves to view, create or edit etc. I do not find the parties' services to be in a competitive relationship, neither being substitutable for the other. I do not find complementarity, either; neither service is necessary or important for the other. I find the parties' services to be dissimilar.

54. The Opponent has grouped the following contested services together:¹⁶

Platforms for gaming as software as a service [SaaS]; Software as a service [SaaS] featuring software platforms for electronic gaming; Updating Internet pages; Design of Internet pages; Internet café services (computer rental); Internet web site design services; Provision of Internet search engines; Creation of internet web sites; Design of homepages and Internet pages; Search engines (Providing -) for the internet; Providing search engines for the internet; Provision of search engines for the Internet; Designing and developing webpages on the internet; Blockchain as a Service [BaaS]; Certification of data via blockchain

55. The Opponent has submitted that these services and the Opponent's services are similar in 'nature, users and uses of the services' to a high degree and that trade channels are the same.¹⁷ However, the Opponent has not specified which of the contested services are identical with which particular services/goods under the earlier registration.

Contested services: ***Certification of data via blockchain***

56. I consider the above service to be synonymous with the Applicant's term *Data authentication via blockchain* which I found to dissimilar to the Opponent's services. For the same reasons, I find the parties' services to be **dissimilar**.

Contested services: ***Platforms for gaming as software as a service [SaaS]; Software as a service [SaaS] featuring software platforms for electronic gaming***

57. I consider these two terms to be synonymous. It is my understanding that the Applicant's services entail the provision of the electronic infrastructure for gaming in the form of a 'Software as a Service' package. I compare these services to the Opponent's *Software as a Services (SaaS) services featuring software and Platform as a Services (PaaS) services featuring a computer software platform that enables users to view, discuss, modify, comment on, and update documents, text, images,*

¹⁶ Opponent's written submissions in lieu of a hearing, table at [13].

¹⁷ As above, at paragraphs [21] and [22].

voice and video in real time or asynchronously from remote locations. I find that the parties' services will share a purpose to the very broad extent that both could enable collaboration, e.g. users of gaming software/platforms playing against, or interacting with, other players. However, the specific purposes will be different: interacting in a game versus collaborating on a document, for example. Users will likely be distinct; the Applicant's services will typically be engaged by members of the general public whereas the Opponent's services will be engaged predominantly by the professional public. Although both parties' offerings are 'Software as a Service' services, trade channels are likely distinct; the average consumer would not expect the same undertaking to provide Software as a Service for both gaming and for use in business. The nature of the respective services will be similar, both being 'Software as a Service' packages. Methods of use will be distinct. The parties' offerings are neither competitive nor complementary, neither being substitutable or necessary/important for the other. I find the parties' **services to be dissimilar**. I do not consider that comparison with any other of the Opponent's terms would improve the Opponent's case.

Contested goods: ***Provision of Internet search engines; Search engines (Providing -) for the internet; Providing search engines for the internet; Provision of search engines for the Internet***

58. The above four contested terms are synonymous and entail the provision of the facility to search for and locate information from the internet upon the user inputting a particular term. I compare these services to the Opponent's *Software as a Services (SaaS) services featuring software and Platform as a Services (PaaS) services featuring a computer software platform that enables users to view, discuss, modify, comment on, and update documents, text, images, voice and video in real time or asynchronously from remote locations.* The parties' services will differ in purpose. Users will overlap; both offerings will be purchased by the professional public (although I recognise that internet search engines are also used by the general public). Trade channels will also be shared; both parties' services will likely be provided by the same undertaking, e.g. a software or IT provider. Methods of use will be distinct; the Applicant's services will be used by inputting search terms, whereas the Opponent's services will be used by performing tasks collaboratively. The parties' offerings are neither competitive nor complementary, neither being substitutable or

necessary/important for the other. I find the parties' services to have a very low level of similarity.

Contested services: **Updating Internet pages**

59. The Applicant's services are, essentially, web-editing services. I compare these services to the Opponent's *Software as a Services (SaaS) services featuring software and Platform as a Services (PaaS) services featuring a computer software platform for use in the creation and editing of collaborative workspaces*. In my view, a 'collaborative workspace' will be web-based and will, therefore, comprise internet pages. The parties' services will therefore coincide in purpose to the extent that both can be used to achieve the same end, i.e. the editing of internet pages. Users will overlap; both parties' services will be engaged predominantly by the professional public. Trade channels may also overlap. The acts of service will be different, however; the service-provider performing the acts of web editing versus the facilitating of the consumer to edit its own workspace. It follows that methods of use will be distinct. I consider the parties' services to be competitive in some instances; the average consumer might deliberate over whether to engage a third party to perform a web editing function or purchase a 'Software as a Service' package to enable the user themselves to edit web pages. I do not find complementarity, neither service being necessary or important for the other. I find the parties' services to be similar to a medium degree.

Contested services: **Internet café services (computer rental)**

60. The Applicant's services entail providing the use of a computer on-site in an internet café for a limited period of time. Bearing in mind the purposes, users, trade channels and methods of use of the parties' respective goods and services, and considering the matters of competition and complementarity, I do not find the above-named services to have any level of similarity to any of the Opponent's goods or service – they are dissimilar.

Contested services: **Design of Internet pages; Internet web site design services; Creation of internet web sites; Design of homepages and Internet pages; Designing and developing webpages on the internet**

61. The Applicant's services entail the design/creation of web pages. I compare these services to the Opponent's *Software as a Services (SaaS) services featuring software and Platform as a Services (PaaS) services featuring a computer software platform for use in the creation and editing of collaborative workspaces*. The services will have distinct specific purposes; the creation or design of web pages versus enabling the consumer to create/edit their own collaborative workspace. Accordingly, the acts of service and methods of use will differ. Users may overlap; both services may be engaged by the professional public. Trade channels may also overlap. The parties' offerings may be competitive in some instances; a purchaser might deliberate over whether to engage a third party to create a website or, as an alternative, purchase a 'SaaS' package to enable them to create their own. I do not find complementarity, neither service being necessary or important for the other. I find the parties' services to be similar to a **medium degree**.

Contested services: ***Blockchain as a Service [BaaS]***

62. I understand 'blockchain as a service' to be the creation and management of cloud-based distributed databases of a continuously growing list of ordered records ('blocks'). 'Blockchain as a Service' is a form of 'Software as a Service'. I compare these services to the Opponent's *Software as a Services (SaaS) services featuring software and Platform as a Services (PaaS) services featuring a computer software platform that enables users to view, discuss, modify, comment on, and update documents, text, images, voice and video in real time or asynchronously from remote locations*. The parties' services will differ in terms of their specific purposes, and provide different functions. I do not consider the services to be either competitive or complementary. I find the parties' services to have a **very low level of similarity**.

Contested services: ***Data storage via blockchain***

63. I consider that these services entail the storage of data according to the blockchain method whose core feature is its resistance to data corruption. Bearing in mind the purposes, trade channels and methods of use of the parties' respective goods and services, and considering the matters of competition and complementarity, I do not

find the above-named services to have any level of similarity to any of the Opponent's goods or services – **they are dissimilar.**

64. The Opponent has submitted that the following contested terms are broad terms which are identical to the Class 42 services of the Opponent:¹⁸

Science and technology services; Providing science technology information

Contested services: [...] **technology services**

65. I agree with the Opponent only to the extent that the above services will encompass the Opponent's class 42 'Software as a Service' services by virtue of the latter being 'information technology' services. The parties' services are **identical according to the principle in 'Meric'.**

Contested services: **Science [...] services**

66. It does not appear to me that any of the Opponent's goods or services can be ordinarily considered to be 'science' services. I consider to them to be 'IT services'. Bearing in mind the purposes, trade channels and methods of use of the parties' respective goods and services, and considering the matters of competition and complementarity, I do not find the above-named services to have any level of similarity to any of the Opponent's goods or services – they are **dissimilar.**

Contested services: **Providing science technology information**

67. Bearing in mind the purposes, trade channels and methods of use of the parties' respective goods and services, and considering the matters of competition and complementarity, I do not find the above-named services to have any level of similarity to any of the Opponent's goods or services – they are **dissimilar.**

¹⁸ Opponent's written submissions in lieu of a hearing, paragraph [23].

68. Some similarity between the parties' goods and services is essential in order to find a likelihood of confusion between the parties' marks. In the case of *eSure Insurance v Direct Line Insurance*, [2008] ETMR 77 CA, Lady Justice Arden stated that:

'49..... I do not find any threshold condition in the jurisprudence of the Court of Justice cited to us. Moreover, I consider that no useful purpose is served by holding that there is some minimum threshold level of similarity that has to be shown. If there is no similarity at all, there is no likelihood of confusion to be considered. If there is some similarity, then the likelihood of confusion has to be considered but it is unnecessary to interpose a need to find a minimum level of similarity'.

69. The opposition against the services that I have found to be dissimilar therefore fails at this point. For ease of reference, I set out the services which I have found to be dissimilar here:

Class 42

Data authentication via blockchain; User authentication services using blockchain technology; Certification of data via blockchain; Platforms for gaming as software as a service [SaaS]; Software as a service [SaaS] featuring software platforms for electronic gaming; Internet café services (computer rental); Data storage via blockchain; Science [...] services; Providing science technology information

70. The contested services against which the opposition remains 'live' are as follows:

Class 42

Very low level of similarity:

Software research; Software installation; Installation of Internet access software; Maintenance of software for Internet access; Installation and maintenance of Internet access software; Programming of Internet security programs; Internet security consultancy; Hosting of transaction platforms on the internet; Constructing an internet platform for electronic commerce; Provision of Internet search engines;

Search engines (Providing -) for the internet; Providing search engines for the internet; Provision of search engines for the Internet; Blockchain as a Service [BaaS]

Low level of similarity:

Rental of Internet security programs; Rental of software for Internet access; Software authoring; Software engineering; Software creation; Software design; Software development; Development of software solutions for internet providers and internet users; Computer programming for the internet

Medium level of similarity:

Hosting memory space on the Internet; Providing electronic memory space on the Internet; Hosting of digital content on the Internet; Providing space on the internet for weblogs; Consulting services in the field of software as a service [SaaS]; Programming of software for Internet portals, chatrooms, chat lines and Internet forums; Programming of software for Internet platforms; Updating Internet pages; Design of Internet pages; Internet web site design services; Creation of internet web sites; Design of homepages and Internet pages; Designing and developing webpages on the internet

Identical:

Software as a service [SaaS]; Software as a service [SAAS] services; Hosting of portals on the internet; Hosting platforms on the Internet; Hosting of platforms on the Internet; Software as a service [SaaS] featuring software for machine learning; Software as a service [SaaS] featuring software for deep learning; Platforms for artificial intelligence as software as a service [SaaS]; Software as a service [SaaS] featuring software for deep neural networks; Software as a service [SaaS] featuring computer software platforms for artificial intelligence; Software as a service [SaaS] services featuring software for machine learning, deep learning and deep neural networks; Platforms for graphic design as software as a service [SaaS]; Software as a service [SaaS] featuring software platforms for graphic design; Internet walled garden services; Hosting websites on the Internet; Hosting internet sites for others; [...] technology services

Average consumer and the purchasing act

71. The average consumer is deemed to be reasonably well-informed and reasonably observant and circumspect. The word “average” denotes that the person is typical. For the purpose of assessing the likelihood of confusion, it must be borne in mind that the average consumer's level of attention is likely to vary according to the category of goods or services in question: *Lloyd Schuhfabrik Meyer*, Case C-342/97.
72. I consider that the average consumer of the relevant class 42 services will be predominantly the professional public, i.e. businesses and IT professionals. In my view, the purchasing act will be primarily visual in nature, the average consumer likely to have encountered the service provider on a website or directory of services. I recognise that there will also be an aural aspect to the purchasing process in many cases; e.g. the purchase of a ‘Software as a Service’ package for a business will likely be carefully considered and may be made only after advice or consultation with the service provider. Factors considered will likely include, *inter alia*: business needs; compatibility with the purchaser’s existing IT systems. Many of the software packages and IT services in issue are, in my view, fairly specialised and will likely be moderately expensive. I find that the attention level of the average consumer will vary according to the service engaged. For example, *software installation* might involve a fairly straight-forward task for which a one-off fee is payable and the prospective purchaser might pay a medium level of attention when transacting with the service provider. The decision to engage *Software as a service [SaaS] services featuring software for machine learning, deep learning and deep neural networks*, on the other hand, which is highly specialised and ‘high tech’, and likely expensive, will likely be a more careful purchase. In this case, the average consumer may pay a high level of attention. The services will therefore likely be purchased with a **level of attention ranging from medium to high.**

Comparison of the marks


73. It is clear from *Sabel BV v Puma AG* (particularly paragraph 23) that the average consumer normally perceives a mark as a whole and does not proceed to analyse its various details. The same case also explains that the visual, aural and conceptual similarities of the marks must be assessed by reference to the overall impressions created by the marks, bearing in mind their distinctive and dominant components. The

CJEU stated at paragraph 34 of its judgment in Case C-591/12P, *Bimbo SA v OHIM*, that:

“...it is necessary to ascertain, in each individual case, the overall impression made on the target public by the sign for which registration is sought, by means of, inter alia, an analysis of the components of a sign and of their relative weight in the perception of the target public, and then, in the light of that overall impression and all factors relevant to the circumstances of the case, to assess the likelihood of confusion.”

74. It would be wrong, therefore, to artificially dissect the trade marks, although it is necessary to take into account their distinctive and dominant components, and to give due weight to any other features which are not negligible and, therefore, contribute to the overall impressions created by the marks.

75. The marks to be compared are as follows:

Opponent's mark:	Applicant's mark:
MIRO	

Overall impression of the marks

76. The earlier mark is a word mark comprising the single element ‘MIRO’ in a plain typeface.¹⁹

¹⁹ In *LA Superquimica v EUIPO*, Case T-24/17, at paragraph [39] it was held that:

‘[...] it should be noted that a word mark is a mark consisting entirely of letters, words or groups of words, without any specific figurative element. The protection which results from registration of a word mark thus relates to the word mentioned in the application for registration and not the specific figurative or stylistic aspects which that mark might have. As a result, the font in which the word sign might be presented must not be taken into account. It follows that a word mark may be used in any form, in any colour or font type (see judgment of 28 June 2017, *Josel v EUIPO — Nationale-Nederlanden Nederland (NN)*, T-333/15, not published, EU:T:2017:444, paragraphs 37 and 38 and the case-law cited).’

77. The applied-for mark is a figurative mark comprising the word element 'Mero' in front of which appears a device. The device might be described as a three-dimensional shape bearing the character 'm', with its mirror image reflected beneath. I find that both elements will contribute to the overall impression of the mark, with the word element 'Mero' playing the greater role. Where a mark comprises figurative and verbal elements, the verbal element tends to be taken in first because it is articulable.

Visual comparison

78. Both marks feature a word element of four characters, the first, third and fourth of which are identical: 'M', 'R' and 'I'. Points of difference are:

- the second character 'I' in the Opponent's mark as compared to the second character of the word element in the applied-for mark 'e';
- the presence of the device in the applied-for mark, which is absent from the Opponent's mark.

I find the parties' marks to have a **medium level of visual similarity**.

Aural comparison

79. The applied-for mark (MERO) will be articulated as 'MEE-ROE' – as in 'hero' and 'zero'. The earlier mark 'MIRO' will also likely be articulated as 'MEE-ROE' – as in Robert DeNiro. I acknowledge that some may pronounce MIRO as MY-ROE to rhyme with BIRO (the pen), but it is my view that a significant proportion of average consumers would articulate the applied-for mark as 'MEE-ROE', such that the parties' marks may be considered to be **aurally identical**. **This conclusion is borne out by analogy in the pronunciation of Emperor Nero and the film star Robert De Niro** (or indeed the Catalan artist Joan Miró, albeit without the stress).

Conceptual comparison

80. The Applicant has attributed various meanings to the earlier mark 'MIRO':²⁰

- Originating from the Slavic word 'mir' meaning 'peace, world';
- As a boy's name;

²⁰ Applicant's counterstatement, paragraph [11]

- As the Japanese word for ‘water’.

The Applicant has argued that the applied-for mark ‘Mero’ originates from the Greek word ‘meros’ meaning ‘part, share’.²¹

81. Whilst this is noted, I must concern myself with the way in which the marks will be perceived by the average consumer in the UK market, rather than purely on the basis of what the word might mean in various languages. It is my view that the average consumer would perceive both parties’ marks as invented words or, perhaps, names. Even if some average consumers in the UK might ascribe to the marks the meanings proposed by the Applicant, I consider it unlikely that this would amount to a significant number. I find the parties’ marks to be **conceptually neutral**.

Distinctive character of the earlier mark

82. *Lloyd Schuhfabrik Meyer & Co. GmbH v Klijsen Handel BV*, Case C-342/97 the CJEU stated that:

“22. In determining the distinctive character of a mark and, accordingly, in assessing whether it is highly distinctive, the national court must make an overall assessment of the greater or lesser capacity of the mark to identify the goods or services for which it has been registered as coming from a particular undertaking, and thus to distinguish those goods or services from those of other undertakings (see, to that effect, judgment of 4 May 1999 in Joined Cases C-108/97 and C-109/97 *WindsurfingChiemsee v Huber and Attenberger* [1999] ECR I-0000, paragraph 49).

23. In making that assessment, account should be taken, in particular, of the inherent characteristics of the mark, including the fact that it does or does not contain an element descriptive of the goods or services for which it has been registered; the market share held by the mark; how intensive, geographically widespread and long-standing use of the mark has been; the amount invested by the undertaking in promoting the mark; the proportion of the relevant section

²¹ As above.

of the public which, because of the mark, identifies the goods or services as originating from a particular undertaking; and statements from chambers of commerce and industry or other trade and professional associations (see *Windsurfing Chiemsee*, paragraph 51).”

83. Registered trade marks possess varying degrees of inherent distinctive character. Where a mark is suggestive or allusive of a characteristic of the goods or services, it tends to be low. Inherent distinctive character may range up to a high level for marks which consist of invented words with no allusive qualities.
84. I have found that the earlier mark will be perceived by the average consumer as a made-up word. The word neither describes nor alludes to the goods and services in respect of which the mark is registered. I find the mark to have a high level of inherent distinctive character.
85. I now consider the matter of enhanced distinctiveness. The Opponent has adduced evidence in support of its claim that the earlier mark enjoys an enhanced level of distinctive character by virtue of its use. I note the following points:
- a. Ms Nahm has given narrative evidence that the development of virtual collaboration tools under the ‘MIRO’ mark began in 2011 and that ‘MIRO currently has over 35 million users worldwide’ including the following companies: Deloitte, Cisco, Mailchimp, Volvo, Walmart, Hewlett Packard, DocuSign and vmware.²²
 - b. An article from the publication ‘Computerworld’, dated 18 May 2022, listed as a ‘UK’ new item, reporting that Miro is set to launch a new platform aimed at hybrid working.²³ I note that this is less than two months before the filing of the Applicant’s contested trade mark, which is the relevant date for assessing any claimed enhanced distinctiveness. READERSHIP
 - c. An article from the website ‘techrepublic.com’, dated 23 December 2022 titled ‘Best digital collaboration tools for your business in 2023’ which showcases MIRO

²² Witness Statement of D Nahm, paragraphs [2] and [6].

²³ Exhibit DN3.

as the 'Best visual collaboration app' which offers integrations with more than 100 other third-party collaboration apps.²⁴ This is after the relevant date.

- d. Ms Nahm states that the Opponent has promoted the 'MIRO' mark through sponsorship of industry events, introducing a webpage from Gartner.com showing details of an event 'Gartner Digital Workplace Summit' held in London, UK on 15 – 16 May 2023. The 'MIRO' mark is listed amongst the marks of other companies sponsoring the event.²⁵ This is after the relevant date.
- e. Screenshots of the first frame of each of two video advertisements for 'MIRO' run in the UK. The videos appear to have 26.8k 'subscribers' and have had 7.6 million and 11 million views, respectively, since the videos were uploaded '10 months ago' (which dates them circa 20 June 2022, i.e. 10 months prior to the filing of the evidence).
- f. Ms Nahm has given narrative evidence that the Opponent has 'invested \$308,322 into Google ads in the UK which has resulted in over 17 million impressions²⁶ and over 26,000 clicks' 'to date' (Ms Nahm's statement is dated 20 April 2023.²⁷

86. The evidence available to me does not demonstrate that the earlier mark has an enhanced level of inherent distinctive character. The Opponent has not included, in its evidence of use, any turnover figures or material to demonstrate the market share held by the mark or the geographical spread of sales within the UK. Although the Opponent has invested \$308,322 into Google ads to promote the mark and such activity has translated into 17 million views, without any information on sales figures relating to the UK market, it is not possible to conclude that the level of distinctiveness can be raised above the finding that I have made for the mark's inherent distinctive character, that of a high degree.

²⁴ As above.

²⁵

²⁶ It is presumed that the word 'views' was intended.

²⁷ Witness Statement of D Nahm, paragraph [13].

Likelihood of confusion

87. Confusion can be direct or indirect. Mr Iain Purvis QC, (as he then was) as the Appointed Person, explained the difference in the decision of *L.A. Sugar Limited v Back Beat Inc*²⁸. Direct confusion occurs when one mark is mistaken for another. In *Lloyd Schuhfabrik*, the CJEU recognised that the average consumer rarely encounters the two marks side by side but must rely on the imperfect picture of them that they have kept in mind. Direct confusion can therefore occur by imperfect recollection when the average consumer sees the later mark but mistakenly matches it to the imperfect image of the earlier mark in their ‘mind’s eye’. Indirect confusion occurs when the average consumer recognises that the competing marks are not the same in some respect, but the similarities between them, combined with the goods at issue, leads them to conclude that the goods are the responsibility of the same or an economically linked undertaking.
88. I must keep in mind that a global assessment is required taking into account all of the relevant factors, including the principles a) – k) set out above at [14]. When considering all relevant factors ‘in the round’, I must bear in mind that a greater degree of similarity between goods *may* be offset by a lesser degree of similarity between the marks, and vice versa.
89. I have found many of the opposed terms to bear levels of similarity to the Opponent’s services ranging from **low** to identical. Although I have found only a medium level of visual similarity between the marks, for a significant proportion of average consumers, the marks will be aurally identical. Both marks will be perceived as invented words. Neither mark has an immediately graspable meaning, and both will strike the average consumer as invented words. In my view, this fortifies my view that a significant proportion of average consumers are likely to mistake one party’s mark for that of the other because there is no semantic aspect in either mark for the mind to grasp upon and to act as a memorable point of difference. It is my view that, although the device element of the Applicant’s mark cannot be considered negligible, its resemblance to the character ‘M’, being the initial of the mark ‘MERO’, adds nothing remarkable or

²⁸ Case BL O/375/10 at [16].

striking to the mark. Both marks begin with M and the presence or absence of the M device will not be enough to avoid confusion. The main visual difference resides in the second characters of the marks: 'i' versus 'e', which, for a significant number of consumers, will not manifest aurally. I note that the earlier mark has a high level of inherent distinctiveness. I find that the distinctive character of the applied-for mark also arises by virtue of the word 'MERO' being perceived as a made-up word with no known meaning. Taking all relevant matters into consideration, I find that there is a likelihood of direct confusion. I find this to be the case even where a high level of attention is paid during the purchasing act. That said, I find that for the services that I have found to have a very low level of similarity, the average consumer is unlikely to be confused. I consider that, for those services, the distance between the parties' offerings is sufficient to prevent the marks being confused for each other.

Conclusion

90. This was a partial Opposition directed against the Applicant's class 42 services only. The Opposition has been partially successful. Subject to a successful appeal, the Application may:

- proceed to registration for the following services only:

Class 42:

Data authentication via blockchain; User authentication services using blockchain technology; Certification of data via blockchain; Platforms for gaming as software as a service [SaaS]; Software as a service [SaaS] featuring software platforms for electronic gaming; Internet café services (computer rental); Data storage via blockchain; Science [...] services; Providing science technology information; Software research; Software installation; Installation of Internet access software; Maintenance of software for Internet access; Installation and maintenance of Internet access software; Programming of Internet security programs; Internet security consultancy; Hosting of transaction platforms on the internet; Constructing an internet platform for electronic commerce; Provision of Internet search engines; Search engines (Providing -) for the internet; Providing

search engines for the internet; Provision of search engines for the Internet; Blockchain as a Service [BaaS]

- Is refused for the remainder of the opposed services.

91. The Opponent has enjoyed the greater level of success and is entitled to a contribution to its costs based upon the scale published in Tribunal Practice Notice 2/2016, calculated as follows:

Official fee for filing of opposition	£100
Preparation of statement of grounds and consideration of other side's counterstatement	£200
Preparation of written submissions in lieu of a hearing	£300
Preparation of evidence	£100
Total:	£700

92. I have awarded a sum below the minimum threshold in respect of the evidence filed by the Opponent because the material filed was scant, in part irrelevant, and of limited assistance.

93. I therefore order Aurora Labs Ltd to pay to RealtimeBoard, Inc the sum of £700. This sum is to be paid within twenty-one days of the expiry of the appeal period or within twenty-one days of the final determination of this case if any appeal against this decision is unsuccessful.

Dated this 2nd day of August 2024

N. R. Morris

For the Registrar,

the Comptroller-General

Annex 1

Full specification for Applied-for mark UK00003806872:

Class 36:

Financial analysis; Financial analyses; Financial research; Financial studies; Financial clearing; Financial leasing; Financial affairs; Financial services; Financial banking; Financial appraisals; Financial brokerage; Consultancy (Financial -); Financial consultation; Financial lending; Financial transactions; Financial forecasting; Financial management; Financial evaluation; Financial assessments; Financial guardianship; Financial securities; Financial appraisal; Appraisals (Financial -); Consultations [financial]; Financial information; Information (Financial -); Analysis (Financial -); Research (Financial -); Management (Financial -); Financial assistance; Financial evaluations; Clearing, financial; Financial planning; Financial sponsorship; Valuations (Financial -); Brokerage (Financial -); Financial consulting; Financial investment; Financial investments; Financial exchange; Studies (Financial -); Financial underwriting; Sponsorship (Financial -); Financial valuations; Financial advice; Financial consultancy; Financial risk management; Financial loan services; Financial economic analysis; Financial trust planning; Financial intermediary services; Financial evaluations [banking]; Insolvency services [financial]; Financial payment services; Financially-guaranteed financing; Financial trust operations; Financial trust administration; Financial affairs services; Financial transaction services; Financial spread betting; Financial information services; Financial loan consultancy; Financial data analysis; Risk management [financial]; Personal financial planning; Financial investigation services; Financial nominee services; Financial planning services; Financial guarantee services; Financial trust management; Financial brokerage services; Financial advisory services; Financial consultancy services; Providing financial information; Financial investment services; Online financial transactions; Financial solvency investigations; Financial portfolio management; Arranging financial transactions; Financial analysis services; Computerised financial analysis; Financial research services; Financial investment brokerage; Financial management services; Financial asset management; Financial loss management; Clearing-houses, financial; Financial clearing services; Financial savings services; Computerised financial services; Financial grant services; Asset evaluation [financial]; Financial

valuation services; Financial consulting services; Organising financial collections; Financial information services relating to financial bond markets; Financial credit services; Financial exchange services; Financial fund management; Planning (estate -) [financial]; Financial information processing; Financial clearing houses; Financial sponsorship services; Financial appraisal services; Financial consultation services; Collections (Organising financial -); Financial information services relating to financial stock markets; Personal financial banking services; Financial guarantees [surety services]; Factoring of financial undertakings; Financial management of pensions; Administration of financial affairs; Computerised financial data services; Economic financial research services; Financial strategy consultancy services; Provision of financial securities; Management of financial assets; Financial guarantee assessment services; Business liquidation services, financial; Financial clearing house services; Real estate assessment [financial]; Commodity trading [financial services]; Computerised financial advisory services; Financial appraisals and valuations; Financial guarantees (Provision of -); Organisation of financial collections; Arranging of financial investments; Trading of financial derivatives; Financial and monetary services; Financial transactions via blockchain; Financial planning for retirement; Financial guarantee and surety; Acquisition for financial investment; Financial information retrieval services; Financial information and evaluations; Financial loans to commerce; Collection of financial information; Clearing house financial services; Computerised financial information services; Independent financial planning advice; Real property evaluation [financial]; Financial management of stocks; Risk management consultancy [financial]; Financial information for investors; Loans [financing]; Project financing; Credit financing; Project finance; Equity financing; Finance services; Corporate finance; Finance leasing; Financing services; Loan financing; Corporate financing; Providing financing; Commodities financing; Corporate finance consultancy; Financing of mergers; Financing of acquisitions; Sales credit financing; Arranging of finance; Raising of finance; Financing of sureties; Instalment loan financing; Real estate financing; Asset-based financing; Financing of purchases; Provision of finance; Financing of guarantees; Venture capital financing; Hire-purchase financing; Auto financing services; Retail financing services; Financing of loans; Automobile lease financing; Equipment financing services; Lease-purchase financing; Financing (Hire

purchase -); Lease purchase finance; Loans (Financing of -); Financing of investments; Corporate finance services; Accounts receivables financing; Trade finance services; Mortgage financing services; Finance (Provision of -); Finance (Raising of -); Instalment credit financing; Personal finance services; Industrial financing services; Provision of aircraft financing; Financing of cash advances; Lease-purchase financing services; Financing of development projects; Arranging finance for films; Provision of commercial finance; Financing and loan services; Financing services for companies; Financing of bridging loans; Financing of property loans; Management of corporate finances; Financing of property development; Facilitating and arranging financing; Provision of trade finance; Financing of home loans; Property (Real estate -) finance; Financing of communal loans; Financing of land acquisition; Financing relating to automobiles; Arranging finance for businesses; Financing and funding services; Financing of consumer purchases; Farm credit financing agencies; Automobile lease-purchase financing; Insurance premium financing services; Provision of equipment finance; Financing of industrial activities; Financing of personal loans; Hire purchase financing services; Financing of lease purchase; Banking and financing services; Financing of building projects; Provision of finance for sales; Providing finance for credit sales; Provision of finance for enterprises; Advisory services relating to finance; Arranging finance for radio programs; Lease financing of telecommunication equipment; Lease purchase financing of vehicles; Financing services relating to trade; Financing services for securing funds; Financing of mortgages and sureties; Professional consultancy relating to finance; Financing services relating to hotels; Arranging the provision of finance; Advice on finance during retirement; Advice on finance for retirement; Advisory services relating to financing; Information services relating to finance; Consultations relating to corporate finance; Research services relating to finance; Financing services for sponsoring businesses; Financing of short-term loans; Provision of finance for companies; Provision of finance for leasing; Mortgage loans and financing services; Arranging finance for construction projects; Consultancy services relating to finance; Arranging finance for television programs; Financing of loans against security; Consultancy concerning financing of energy projects; Building society services relating to finance; Consultancy services relating to personal finance; Provision of finance for hire-purchase; Provision of finance for

business ventures; Provision of finance for health care; Arranging the finance for home loans; Arranging of financing for humanitarian projects; Advisory services relating to corporate finance; Financing services relating to maternity care; Provision of lease-purchase finance facilities; Provision of finance for leisure centres; Provision of finance for credit sales; Advisory services relating to investment finance; Financing of loans, mortgages and sureties; Planning of finances relating to taxation; Trade credit (Provision of finance for -); Credit sales (Provision of finance for -); Provision of finance for equipment leasing; Provision of finance for property development; Financing of real estate development projects; Consultancy services relating to corporate finance; Consulting services relating to corporate finance; Loans [financing] and discount of bills; Financing services relating to dental care; Arranging for financing of insurance premiums; Provision of finance for trade credit; Provision of finance for real estate development; Provision of finance for civil engineering constructions; Advisory services relating to investments and finance; Financing of loans relating to office machines; Electronic transfer of crypto assets; electronic transfer of crypto assets; financial exchange of crypto assets; Financial exchange of crypto assets; Electronic funds transfer provided via blockchain technology.

Class 42:

Earth science services; Natural science services; Research relating to science; Science and technology services; Providing science technology information; Research relating to molecular sciences; Advisory services relating to science; Rental of science and technology equipment; Contract research services relating to molecular sciences; Research in the field of materials science; Technical consultancy in the field of environmental science; Professional consultancy relating to the science of ergonomics; Estimations in the field of science provided by engineers; Research in the field of science provided by engineers; Assessment in the field of science provided by engineers; Software authoring; Software engineering; Software creation; Software design; Software development; Software research; Software installation; Software as a service [SaaS]; Software as a service [SAAS] services; Platforms for gaming as software as a service [SaaS]; Software as a service [SaaS] featuring software platforms for electronic gaming;

Software as a service [SaaS] featuring software for machine learning; Software as a service [SaaS] featuring software for deep learning; Platforms for artificial intelligence as software as a service [SaaS]; Platforms for graphic design as software as a service [SaaS]; Software as a service [SaaS] featuring software platforms for graphic design; Consulting services in the field of software as a service [SaaS]; Software as a service [SaaS] featuring software for deep neural networks; Software as a service [SaaS] featuring computer software platforms for artificial intelligence; Software as a service [SaaS] services featuring software for machine learning, deep learning and deep neural networks; Internet security consultancy; Updating Internet pages; Internet walled garden services; Design of Internet pages; Development of software solutions for internet providers and internet users; Internet café services (computer rental); Internet web site design services; Rental of Internet security programs; Hosting websites on the Internet; Hosting internet sites for others; Provision of Internet search engines; Creation of internet web sites; Programming of Internet security programs; Computer programming for the internet; Installation of Internet access software; Hosting platforms on the Internet; Programming of software for Internet portals, chatrooms, chat lines and Internet forums; Hosting of portals on the internet; Design of homepages and Internet pages; Maintenance of software for Internet access; Rental of software for Internet access; Search engines (Providing -) for the internet; Providing search engines for the internet; Programming of software for Internet platforms; Hosting of platforms on the Internet; Hosting memory space on the Internet; Provision of search engines for the Internet; Providing electronic memory space on the Internet; Installation and maintenance of Internet access software; Hosting of digital content on the Internet; Providing space on the internet for weblogs; Constructing an internet platform for electronic commerce; Designing and developing webpages on the internet; Hosting of transaction platforms on the internet; Data authentication via blockchain; Data storage via blockchain; Blockchain as a Service [BaaS]; Certification of data via blockchain; User authentication services using blockchain technology.