

ADMINISTRATIVE PANEL DECISION

Oney Bank v. 杨智超 (Zhi Chao Yang)

Case No. D2023-0968

1. The Parties

The Complainant is Oney Bank, France, represented by SafeBrands, France.

The Respondent is 杨智超 (Zhi Chao Yang), China.

2. The Domain Name and Registrar

The disputed domain name <creditoneybank.com> is registered with Chengdu West Dimension Digital Technology Co., Ltd. (the "Registrar").

3. Procedural History

The Complaint was filed in English with the WIPO Arbitration and Mediation Center (the "Center") on March 3, 2023. On March 3, 2023, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On March 6, 2023, the Registrar transmitted by email to the Center its verification response disclosing registrant and contact information for the disputed domain name which differed from the named Respondent (Redacted for Privacy) and contact information in the Complaint. The Center sent an email communication to the Complainant on March 6, 2023, providing the registrant and contact information disclosed by the Registrar, and inviting the Complainant to submit an amendment to the Complaint. The Complainant filed an amended Complaint in English on March 8, 2023.

On March 6, 2023, the Center transmitted an email communication to the Parties in English and Chinese regarding the language of the proceeding. On March 8, 2023, the Complainant confirmed its request that English be the language of the proceeding. The Respondent did not comment on the language of the proceeding.

The Center verified that the Complaint together with the amended Complaint satisfied the formal requirements of the Uniform Domain Name Dispute Resolution Policy (the "Policy" or "UDRP"), the Rules for Uniform Domain Name Dispute Resolution Policy (the "Rules"), and the WIPO Supplemental Rules for Uniform Domain Name Dispute Resolution Policy (the "Supplemental Rules").

In accordance with the Rules, paragraphs 2 and 4, the Center formally notified the Respondent in Chinese and English of the Complaint, and the proceedings commenced on March 13, 2023. In accordance with the

Rules, paragraph 5, the due date for Response was April 2, 2023. The Respondent did not submit any response. Accordingly, the Center notified the Respondent's default on April 3, 2023.

The Center appointed Francine Tan as the sole panelist in this matter on April 18, 2023. The Panel finds that it was properly constituted. The Panel has submitted the Statement of Acceptance and Declaration of Impartiality and Independence, as required by the Center to ensure compliance with the Rules, paragraph 7.

4. Factual Background

The Complainant is a French company which specializes in consumer credit, electronic payments, and payment card management. Since 1983, the Complainant has become one of the leading financial partners in the European Union with a portfolio of 10 million customers.

The Complainant owns various trade marks which incorporate ONEY throughout the world, including the following:

- International Trade Mark Registration No. 865742 for ONEY, (which includes a designation of China) registered on August 11, 2015;
- International Trade Mark Registration No. 947985 for ONEY, registered on July 11, 2007;
- French Trade Mark Registration No. 4251255 for ONEY BANK, registered on August 5, 2016; and
- International Trade Mark Registration No. 1330333 for ONEY BANK (which includes a designation of China), registered on September 13, 2016.

The Complainant registered its domain names <oney.com> and <oneybank.com> on October 12, 2003 and June 20, 2007, respectively.

The disputed domain name was registered on August 29, 2022 and resolves to a parking page with Pay-Per-Click ("PPC") links which refer to services and activities which are provided by the Complainant (e.g., "Credit Card", "Credit Card Application"). The Complainant states that in an attempt to resolve the matter amicably, in September 2022, it emailed the Respondent via a contact form which was available, and subsequently sent reminders in November, 2022, December 2022, January 2023 and February 2023, asking for a transfer of the disputed domain name and offering USD 150 for the transfer. Despite the reminders sent, the Complainant did not receive any reply.

5. Parties' Contentions

A. Complainant

The disputed domain name is confusingly similar to the Complainant's ONEY and ONEY BANK marks in which it has rights. The disputed domain name is made up of a combination of the generic term "credit" and the Complainant's ONEY BANK mark. The addition of the word "credit" which corresponds to the Complainant's financial activities creates a risk of confusion with the Complainant's ONEY and ONEY BANK marks. The addition of the generic term "credit" does not negate the confusing similarity between the disputed domain name and the Complainant's trade marks.

The Respondent has no rights or legitimate interests in the disputed domain name. The Respondent has no prior trade mark rights in Oney or Oney Bank. These trade marks are not generic terms which are necessary to describe products, services, or any activity. The disputed domain name is linked to a parking page with PPC links. Such use does not constitute a legitimate noncommercial or fair use of the disputed domain name. The Complainant's attempts to contact the Respondent through the contact form went unanswered.

The disputed domain name was registered and is being used in bad faith. The disputed domain name has been used for a parking page with PPC links which refer to the Complainant's activities and lead Internet users to competitors' websites. The Respondent's behaviour also prevents the Complainant, as owner of the ONEY and ONEY BANK marks to reflect its marks in a corresponding domain name.

B. Respondent

The Respondent did not reply to the Complainant's contentions.

6. Discussion and Findings

6.1 Preliminary issue – Language of the Proceeding

Paragraph 11 of the Rules provides that: "(a) Unless otherwise agreed by the Parties, or specified otherwise in the Registration Agreement, the language of the administrative proceeding shall be the language of the Registration Agreement, subject to the authority of the Panel to determine otherwise, having regard to the circumstances of the administrative proceeding."

The language of the Registration Agreement for the disputed domain name is Chinese. The Complainant requested that the language of the proceeding be English for the following main reasons:

- (i) The disputed domain name reproduces the Complainant's registered trade marks ONEY and ONEY BANK with the addition of English generic terms, which shows that the Respondent appears to understand the English language.
- (ii) The website linked to the disputed domain name is a parking page with commercial links in the English language.
- (iii) The Complainant is located in France and is not familiar with the Chinese language. Translating the Complaint into Chinese would cause an undue and disproportionate financial burden on the Complainant.
- (iv) The Respondent has already been the respondent in numerous UDRP decisions rendered against him. In each case, the domain name is a combination of a well-known trade mark and an English term which suggests that the Respondent understands English.

The Respondent did not comment on the language of the proceeding.

The intention of paragraph 11 of the Rules is to ensure fairness on the issue of the language of the proceeding by giving full consideration to the respective parties' level of comfort with each language, bearing in mind at the same time that the aim of the Policy is to provide an expeditious and cost-effective way for domain name disputes to be resolved.

Having considered the relevant factors, the Panel determines that it would be appropriate for English to be the language of the proceeding. The Panel notes that the disputed domain name resolves to a parked page which is in English, and the disputed domain name comprises the English terms "credit" and "bank". This shows a level of comfort that the Respondent has with the English language. On the other hand, the Complainant is not able to understand and correspond in Chinese. The Complainant would have to incur substantial costs for translating the Complaint and supporting evidence, which would cause undue delay to the proceeding. Notably, the Center's communications with the Parties were sent in English and Chinese and the Respondent has not voiced any objection on the issue of the language of the proceeding. Accordingly, the Panel finds that the Respondent would not be prejudiced by its determination on this issue.

6.2 Substantive Issues

A. Identical or Confusingly Similar

Paragraph 4(a)(i) of the Policy (“the first element”) requires the Complainant to show that the disputed domain name is identical or confusingly similar to a trade mark or service mark in which the Complainant has rights.

The Complainant has provided evidence that it owns the ONEY and ONEY BANK trade marks. The disputed domain name contains the Complainant’s ONEY and ONEY BANK marks in their entirety, and these marks are recognizable. Hence, the addition of the term “credit” does not prevent a finding of confusing similarity with the Complainant’s trade marks. (See section 1.8 of the WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition (“[WIPO Overview 3.0](#)”).) Further, it is a well-established principle that the generic Top-Level Domain (in this case, “.com”), as a standard registration requirement, is disregarded under the first element ([WIPO Overview 3.0](#), section 1.11.1).

Therefore, the Panel finds that the disputed domain name is confusingly similar to a trade mark in which the Complainant has rights. Accordingly, paragraph 4(a)(i) of the Policy is satisfied.

B. Rights or Legitimate Interests

Once a complainant establishes a *prima facie* case that the respondent lacks rights or legitimate interests in a domain name in dispute, the burden of production shifts to the respondent to show that it has rights or legitimate interests in respect of the domain name ([WIPO Overview 3.0](#), section 2.1).

In the present case, the Complainant has demonstrated a *prima facie* case that the Respondent lacks rights or legitimate interests in respect of the disputed domain name. The Respondent, on the other hand, has failed to assert any such rights or legitimate interests. The Complainant provided evidence that it has used and registered the ONEY and ONEY BANK trade marks long before the disputed domain name was registered. There is no evidence that the Respondent is affiliated with or has been licensed or otherwise permitted by the Complainant to use the Complainant’s trade marks. The Respondent did not provide evidence that he is commonly known by the disputed domain name or “Oney”.

Further, “the use of a domain name to host a parked page comprising PPC links does not represent a *bona fide* offering where such links compete with or capitalize on the reputation and goodwill of the complainant’s mark or otherwise mislead Internet users”. The disputed domain name in this case does not consist solely of dictionary words or phrases and is not used “to host PPC links genuinely related to the dictionary meaning of the word(s) or phrase comprising the domain name, and not to trade off the complainant’s (or its competitors’ trademark”. (See [WIPO Overview 3.0](#), section 2.9.)

In the absence of any rebuttal evidence from the Respondent, the Panel concludes that the Respondent has no rights or legitimate interests in respect of the disputed domain name. Accordingly, paragraph 4(a)(ii) of the Policy is satisfied.

C. Registered and Used in Bad Faith

The Respondent registered the disputed domain name long after the Complainant registered its ONEY and ONEY BANK trade marks. These trade marks have also been registered in China where the Respondent appears to be located. In view of this and the distinctive nature of the ONEY and ONEY BANK trade marks, it is not plausible that the Respondent did not know of the Complainant and its ONEY and ONEY BANK marks when he registered the disputed domain name. In fact, the Panel is persuaded that the Respondent targeted the Complainant and its trade marks by registering the disputed domain name incorporating the Complainant’s well-established ONEY and ONEY BANK marks. (See *LEGO Juris A/S/ v. DomainPark Ltd, David Smith, Above.com Domain Privacy, Transure Enterprise Ltd, Host master*, WIPO Case No. [D2010-0138](#)). The Panel also finds that the mere registration of the disputed domain name, incorporating

the Complainant's widely-known ONEY BANK mark plus a term which is related to the Complainant's area of commercial activity, by the Respondent who is not affiliated with the Complainant, can by itself create a presumption of bad faith. (See [WIPO Overview 3.0](#), section 3.1.4.)

The disputed domain name resolves to a parking page with PPC links which refer to services and activities which are provided by the Complainant or the Complainant's competitors. Therefore, the Respondent has intentionally attempted to attract, for commercial gain, Internet users to his website, by creating a likelihood of confusion with the Complainant's marks. Moreover, the Panel believes it to be implausible that there could be any good faith use to which the disputed domain name may be put.

The Respondent's bad faith intention can also be inferred from the Respondent's failure to respond to the Complaint and to the Complainant's earlier communications to the Respondent.

Based on the evidence presented to the Panel, including the absence of any rights or legitimate interests in the disputed domain name on the Respondent's part, the Panel concludes that the disputed domain name was registered and is being used in bad faith.

Accordingly, paragraph 4(a)(iii) of the Policy is satisfied.

7. Decision

For the foregoing reasons, in accordance with paragraphs 4(i) of the Policy and 15 of the Rules, the Panel orders that the disputed domain name <creditoneybank.com> be transferred to the Complainant.

/Francine Tan/

Francine Tan

Sole Panelist

Date: April 26, 2023