

ADMINISTRATIVE PANEL DECISION

Evertrust v. Arash Ansari
Case No. D2026-0407

1. The Parties

The Complainant is Evertrust, France, internally represented.

The Respondent is Arash Ansari, Netherlands (Kingdom of the), self-represented.

2. The Domain Name and Registrar

The disputed domain name <evertrust.com> is registered with Spaceship, Inc. (the “Registrar”).

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on February 1, 2026. On February 2, 2026, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On February 3, 2026, 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 (Privacy service provided by Withheld for Privacy ehf) and contact information in the Complaint. The Center sent an email communication to the Complainant on February 3, 2026, 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 on February 4, 2026.

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 of the Complaint, and the proceedings commenced on February 5, 2026. In accordance with the Rules, paragraph 5, the due date for Response was February 25, 2026. The Response was filed with the Center on February 6, 2026.

The Center appointed Adam Taylor as the sole panelist in this matter on February 13, 2026. 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 provides software and digital trust services under the mark EVERTRUST.

On December 16, 2016, the Complainant registered the domain name <evertrust.fr>.

The Complainant's Articles of Association are dated January 2017.

The Complainant owns a French trade mark No. 5153116 for EVERTRUST, filed on June 4, 2025, registered on September 19, 2025, in class 42.

The Complainant registered the domain name <evertrust.io> on February 12, 2020.

The Complainant operates websites at "www.evertrust.fr" and "www.evertrust.io".

The disputed domain name was registered on May 10, 2017.

According to a listing on Namebio, the disputed domain name was "last sold" for USD 10,060 "at DropCatch" on May 13, 2017.

Since at least October 17, 2017, the disputed domain name has resolved to a webpage offering the disputed domain name for sale.

On October 2, 2018, the Complainant received an email from a person (not the Respondent) at "NameAgency.com" stating as follows:

"The domain EverTrust.com is in our portfolio and we are considering to sell it to the right buyer.

We are presenting the availability of this domain to your organization and many others that we feel might be interested in this asset.

Please let me know if you have interest in the domain name so we can discuss acquisition possibilities.

I look forward to hearing from you."

On December 9, 2025, an employee of the Complainant emailed the Respondent from a personal email address enquiring if it would be possible to buy the disputed domain name "for professional use".

5. Parties' Contentions

A. Complainant

The Complainant contends that it has satisfied each of the elements required under the Policy for a transfer of the disputed domain name.

Notably, the Complainant contends that:

- the Complainant began operating its business under the EVERTRUST mark in December 2016 when it registered the domain name <evertrust.fr>;
- through this long-standing and continuous use, the EVERTRUST mark has become a distinctive identifier associated with the Complainant and its services;
- the Respondent lacks rights or legitimate interests in the disputed domain name, which has only ever resolved to parking and “for sale” pages;
- the Respondent acquired the disputed domain name via DropCatch, a platform “widely known for the speculative acquisition of expired domain names”;
- the Respondent’s email of October 2, 2018, reflects a bad faith offer to sell the disputed domain name to the Complainant under paragraph 4(b)(i) of the Policy;
- the Respondent has passively held the disputed domain name in bad faith;
- by registering and holding the disputed domain name, the Respondent is preventing the Complainant from reflecting its mark in the corresponding domain name; and
- while the Complainant’s registered trade mark postdates the disputed domain name, the Respondent acquired the disputed domain name with knowledge of the Complainant’s earlier common law trade mark rights.

B. Respondent

The Respondent contends that the Complainant has not satisfied any of the three elements required under the Policy for a transfer of the disputed domain name.

Notably, the Respondent contends that:

- the Complainant has failed to establish the first element;
- the Complainant’s trade mark post-dates the disputed domain name by some eight years and, in any case, is a purely figurative logo mark that does not grant exclusive rights in the plain-text term “evertrust”;
- the Complainant has provided no concrete evidence of acquired distinctiveness or secondary meaning in support of its claim of common law rights, relying simply on conclusory allegations and references to corporate incorporation and registration of a French domain name;
- the Respondent possesses rights and legitimate interests in the disputed domain name;
- the Respondent business of dealing in domain names consisting of dictionary words or common phrases is legitimate;
- the Respondent did not register or use the disputed domain name in bad faith;
- the Respondent acquired the disputed domain name through a competitive, public expired-domain auction;
- the term “evertrust” is a descriptive combination of two ordinary dictionary words commonly used by numerous businesses worldwide to convey reliability or permanence;
- the disputed domain name was acquired for its inherent value as a brandable, descriptive asset and not with reference to, or knowledge of, the Complainant;
- at the time when the Respondent acquired the disputed domain name, the Complainant was a newly formed French startup, only months after incorporation, operating locally under a local domain name with no registered trade mark and no demonstrated international presence;
- the Complaint contains no evidence of reputation as of May 2017;
- the disputed domain name has never referenced the Complainant, displayed competitive or targeted advertising or been used for deception or impersonation;
- the Complainant’s acquisition of the domain name <evertrust.io> postdates the disputed domain name by some three years and cannot establish knowledge/intent at the time of registration;
- the October 2, 2018, email was sent by an independent domain name broker acting without the authorisation, instruction, or agency of the Respondent, which did not initiate, approve or control that outreach;

- the Complainant's failure to mention its pre-Complaint enquiry is designed to create a misleading narrative in which the Respondent is portrayed as having initiated improper sales conduct, when the Complainant was the party that first sought to purchase the disputed domain name, and the omission also evidences the Complainant's use of the UDRP as a fallback strategy after its purchase attempt failed;
- the Complainant's claim of "blocking" ignores the fact that the disputed domain name was acquired years before the Complainant acquired the disputed domain name;
- the Complainant is guilty of Reverse Domain Name Hijacking;
- the Complainant should have known that it could not prevail because the disputed domain name predates the Complainant's registered trade mark by over eight years;
- the Complainant provided no evidence of enforceable common law rights in 2017; and
- the Complainant omitted its pre-Complaint purchase attempt and misattributed the third party broker conduct to the Respondent.

6. Discussion and Findings

A. Identical or Confusingly Similar

It is well accepted that the first element functions primarily as a standing requirement. The standing (or threshold) test for confusing similarity involves a reasoned but relatively straightforward comparison between the Complainant's trade mark and the disputed domain name. WIPO Overview of WIPO Panel Views on Select UDRP Questions ("[WIPO Overview 3.1](#)"), section 1.7.

The Complainant has shown rights in respect of a trade mark or service mark for the purposes of the Policy. [WIPO Overview 3.1](#), section 1.2.1.

The entirety of the mark is reproduced within the disputed domain name. Accordingly, the disputed domain name is identical to the mark for the purposes of the Policy. [WIPO Overview 3.1](#), section 1.7.

The Respondent observes that the Complainant's registered trade mark postdates the disputed domain name by some eight years. However, while the UDRP makes no specific reference to the date of acquisition of trade mark rights, for the purposes of the first element it is sufficient that they exist at the time the complaint is filed. [WIPO Overview 3.1](#), section 1.1.3.

The Panel finds the first element of the Policy has been established.

B. Rights or Legitimate Interests

It is unnecessary to consider this element in view of the Panel's conclusion under the third element below.

C. Registered and Used in Bad Faith

The evidence in the case file as presented does not indicate that the Respondent's aim in registering the disputed domain name was to profit from or exploit the Complainant's trade mark.

The Panel notes the following.

First, the Complainant was incorporated, and began trading under the mark EVERTRUST, only five months or so before the Respondent acquired the disputed domain name in May 2017.

Second, the Complainant has provided no evidence of actual trading under the EVERTRUST mark prior to the Respondent's acquisition of the disputed domain name. All that the Complainant has produced is proof of the Complainant's registration (not use) of the domain name <evertrust.fr> in December 2016 and of the Complainant's incorporation in January 2017. The Panel considers that this information falls well short of the kind of evidence required to establish that the Complainant had established a significant cross-border reputation such that it was likely to have come to the attention of the Respondent in May 2017.

Third, there is no evidence of that the disputed domain name has ever resolved to a website with content relating to the Complainant's industry; so far as the Panel can tell, the disputed domain name has only ever been used for various webpages offering the disputed domain name for sale.

Fourth, the disputed domain name consists of a combination of two dictionary words.

Fifth, the Respondent has insisted that it did not "initiate, approve or control" the sale enquiry email sent by the broker¹ on October 2, 2018, and the Panel has no reason doubt this assertion. In particular, the Panel notes that:

- it is generally difficult to prove a negative;
- the broker's email claims that the disputed domain name is "in our portfolio", i.e., the broker does not state that it is acting on behalf of a third party owner, which the broker would have been more likely to say if it was indeed under instruction by the Respondent;
- the email post-dates the Respondent's acquisition of the disputed domain name by some 17 months, making it less likely that the Respondent bought the disputed domain name with a view to approaching the Complainant with a sale offer;
- this proceeding does not benefit from the tools available in litigation such as disclosure of documents or witness cross-examination; and
- the Complainant is required to prove its case on the balance of probabilities.

For the above reasons, the Panel finds the third element of the Policy has not been established.

D. Reverse Domain Name Hijacking

Paragraph 15(e) of the Rules provides that, if after considering the submissions, the Panel finds that the Complaint was brought in bad faith, for example in an attempt at Reverse Domain Name Hijacking or to harass the domain-name holder, the Panel shall declare in its decision that the Complaint was brought in bad faith and constitutes an abuse of the administrative proceeding. Reverse Domain Name Hijacking is defined under the Rules as "using the UDRP in bad faith to attempt to deprive a registered domain-name holder of a domain name". The mere lack of success of a complaint is not, on its own, sufficient to constitute reverse domain name hijacking. [WIPO Overview 3.1](#), section 4.16.

The Respondent seeks a finding of Reverse Domain Name Hijacking on the basis that the Complainant should have known that it could not prevail in this proceeding, relying amongst other things on the allegedly "misattributed" broker sale enquiry email. However, in the absence of any reason from the Respondent as to why the Complainant should have doubted the email's authenticity, the Panel considers that it was reasonable for the Complainant to assume that the broker was connected with the owner of the disputed domain name and that the email provided the Complainant with a reasonable prospect of success in this case.

¹ The Panel is aware that there is a practice known as "front running", whereby some brokers offer a domain name for sale that they lack the authority to sell, with a view to quickly acquiring and reselling the domain name if they manage to do a deal. See, e.g., *Everphone GmbH v. Privacydotlink Customer 2772294 / Kwangpyo Kim, Mediablue Inc*, WIPO Case No. [D2017-0698](#) (where this Panel was one of the panelists).

The Panel would add that, in its view, the failure of the Complainant to disclose its pre-Complaint purchase enquiry via a personal email address is immaterial in this context.

Accordingly, the Panel declines to make a finding of Reverse Domain Name Hijacking in this case.

7. Decision

For the foregoing reasons, the Complaint is denied.

/Adam Taylor/

Adam Taylor

Sole Panelist

Date: February 27, 2026