

ADMINISTRATIVE PANEL DECISION

Upwork Global LLC v. Muhammad Usman, Numerical Miracles
Case No. D2026-3617

1. The Parties

The Complainant is Upwork Global LLC, United States of America ("United States"), represented by Fidus Law Chambers, India.

The Respondent is Muhammad Usman, Numerical Miracles, Pakistan, self-represented.

2. The Domain Name and Registrar

The disputed domain name <upworkalerts.com> is registered with NameCheap, Inc. (the "Registrar").

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the "Center") on August 13, 2026. On August 13, 2026, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On August 14, 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 (Unknown, Privacy service provided by Withheld for Privacy ehf) and contact information in the Complaint. The Center sent an email communication to the Complainant on August 17, 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 amendment to the Complaint on August 18, 2026.

The Center verified that the Complaint together with the amendment to the 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 proceeding commenced on August 28, 2026. In accordance with the Rules, paragraph 5, the due date for Response was September 17, 2026. The Respondent sent an email communication to the Center on September 16, 2026, requesting an extension for filing of the Response under paragraph 5(b) of the Rules. The Center granted the requested automatic four day extension on the same day. Therefore, the new due date for Response was September 21, 2026. The Respondent did not file any

Response by the extended due date. Accordingly, the Center notified the Commencement of Panel Appointment process on September 22, 2026. The Respondent filed the Response one day late, on September 22, 2026.

The Center appointed Sebastian M.W. Hughes as the sole panelist in this matter on September 25, 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

A. Complainant

The Complainant is a company headquartered in the United States. The Complainant has been carrying on business under the trade mark UPWORK (the “Trade Mark”) since 2015 in respect of its AI powered online platform at its website “www.upwork.com” that connects freelancers with prospective clients.

The Complainant is the owner of registrations in jurisdictions worldwide for the Trade Mark, including European Union registration No. 13759221, with a registration date of September 8, 2017.

B. Respondent

The Respondent is a software developer located in Pakistan.

C. The Disputed Domain Name

The disputed domain name was registered on March 31, 2026.

D. Use of the Disputed Domain Name

The disputed domain name is resolved to an English language website, prominently featuring the Trade Mark; using green-coloured corporate livery similar to the corporate livery used by the Complainant on its website; offering the same AI-generated job proposal services offered by the Complainant to freelancers under the Trade Mark, as well as blogs and commentaries comparing the Complainant’s services with those of its competitors; containing on the website footer the copyright notice “© 2026 Upwork Alerts. All rights reserved.”, “Upwork Alerts Upwork copilot to find the right jobs, vet the client, and turn research into a winning proposal”; and containing (amongst other disclaimers) the disclaimer “Not affiliated with Upwork Inc.” (the “Respondent’s Website”). In addition, the Respondent’s website offers various paid subscription plans for its services.

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 disputed domain name has been registered and used in bad faith in respect of the Respondent’s Website.

B. Respondent

The Respondent requests the Panel to exercise its discretion under paragraph 10 of the Rules to allow the late filing of the Response, for the following reasons:

- (i) The Response was filed late because the Respondent was away from his home city and was unable to return to work until September 22, 2026;
- (ii) The Respondent apologises to the Panel, the Center, and the Complainant for the delay; and
- (iii) Allowing the late filing of the Response will not delay the Decision, and will allow the Panel to decide the proceeding based upon a full record and with each Party being afforded the opportunity to present its case.

As to the substantive Response, the Respondent contends that he built the Respondent's Website and operates it independently.

The Respondent does not contest the first element of the Policy, but contends that Complainant has not satisfied the second and third elements of the Policy.

As to the second element, the Respondent contends that he has registered the disputed domain name and built the Respondent's Website in order to provide a service to freelancers who are already users of the Complainant's Upwork platform. The Respondent describes his business as follows:

"What the service does. A freelancer sets up alerts describing the work they want. The service monitors newly posted job listings on the Upwork marketplace and emails the freelancer the listings that match. Paid plans add tools that help the freelancer decide whether a job is worth applying for and prepare an application: research on the client who posted the job, help drafting a proposal, and suggestions for improving the freelancer's profile. The freelancer then applies on Upwork itself, through their own Upwork account. The service does not publish job postings of its own, accept applications, broker contracts or handle payments between freelancers and clients."

The website also has a blog with editorial articles about freelancing, including articles that discuss the Upwork marketplace and compare it with other freelance platform.

The Respondent contends, as to the second element, that, although he is not a reseller of the Complainant's services, he meets the established Oki Data criteria as:

- "i. The Respondent actually offers a service, and it works only with the Complainant's marketplace.
- ii. The website offers only the Respondent's own alert and research tools. Its blog includes editorial comparisons of freelance platforms; it carries no affiliate links or paid promotion, and its articles link only to the Respondent's own pages.
- iii. The relationship was disclosed accurately in the website's footer and in the Terms of Service.
- iv. The Respondent has not tried to corner domain names reflecting the mark; he holds this one."

The Respondent submits that, in light of the above, and in light of the following matters, he has disclosed his independence, and he has not presented the Respondent's Website as a service of or endorsed by the Complainant:

"i. the website's footer has displayed 'Not affiliated with Upwork Inc.' since the first version of the code, committed on 31 March 2026... The live website carries it today on the home page, the About, Contact, Research and Profile Optimizer pages, the blog, and both proposal-generator pages;

- ii. since 2 April 2026 the Terms of Service have stated: ‘We are not affiliated with, endorsed by, or sponsored by Upwork Inc. Use of any third-party platform remains subject to that platform’s own terms and policies.’...
- iii. since 30 June 2026 the service’s account emails have carried ‘Not affiliated with Upwork Inc.’ in their footer... ;
- iv. Upwork Inc. is the listed parent company of the Complainant, so the notice disclaimed any connection with the Complainant’s group.”

6. Discussion and Findings

Late filing of the Response

The Panel does not find the Respondent’s reasons for his failure to file the Response by the extended deadline convincing. Nonetheless, in all the circumstances, and in order to ensure the Parties are given a reasonable opportunity to be heard, the Panel is willing to allow the late filing of the Response, in accordance with the Panel’s discretion under paragraphs 10 and 12 of the Rules.

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 Trade Mark is reproduced within the disputed domain name. Accordingly, the disputed domain name is confusingly similar to the Trade Mark for the purposes of the Policy. [WIPO Overview 3.1](#), section 1.7.

Although the addition of other terms (here, “alerts”) may bear on assessment of the second and third elements, the Panel finds the addition of such term does not prevent a finding of confusing similarity between the disputed domain name and the mark for the purposes of the Policy. [WIPO Overview 3.1](#), section 1.8.

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

B. Rights or Legitimate Interests

Paragraph 4(c) of the Policy provides a list of circumstances in which the Respondent may demonstrate rights or legitimate interests in a disputed domain name.

Although the overall burden of proof in UDRP proceedings is on the complainant, panels have recognized that proving that a respondent lacks rights or legitimate interests in a domain name may result in the difficult task of “proving a negative”, requiring information that is often primarily within the knowledge or control of the respondent. As such, where a complainant makes out a prima facie case that the respondent lacks rights or legitimate interests, the burden of production on this element shifts to the respondent to come forward with relevant evidence demonstrating rights or legitimate interests in the domain name (although the burden of proof always remains on the complainant). If the respondent fails to come forward with such relevant evidence, the complainant is deemed to have satisfied the second element.

[WIPO Overview 3.1](#), section 2.1.

Having reviewed the available record, the Panel finds the Complainant has established a prima facie case that the Respondent lacks rights or legitimate interests in the disputed domain name. The Respondent has not rebutted the Complainant's prima facie showing. Although the Respondent has come forward with some evidence, the Panel finds that such evidence does not demonstrate rights or legitimate interests in the disputed domain name such as those enumerated in the Policy or otherwise.

The Panel is unable to conclude that the manner in which the Respondent has registered and used the disputed domain name gives rise to rights or legitimate interests for the purpose of the Policy. In particular, the Panel notes the Respondent's submissions in the Response as follows:

"The Respondent chose the name deliberately, as a name that says what the service is about, and started building the service the same day he registered it...

The Respondent has never denied knowing of the Complainant's marketplace; the service exists to help freelancers who use it...

The Respondent does not suggest that the website never sought visitors. It publishes guides and editorial articles about freelancing, as businesses in this field do."

The Panel finds that although the Respondent, in building and operating the Respondent's Website, is not strictly speaking a reseller of the Complainant's services, the facts demonstrate that he has deliberately registered the disputed domain name and set up the Respondent's Website, by targeting the Complainant and taking advantage of its Trade Mark, in order to set up a business to derive revenue from (i) charging freelancers who use the Complainant's UPWORK platform to use the services provided on the Respondent's Website, which services – without authorization or approval from the Complainant – "piggy back" off the Complainant's established services offered to freelancers under the Trade Mark; and (ii) providing blogs and commentaries comparing the services of the Complainant and of the Complainant's competitors.

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

C. Registered and Used in Bad Faith

The Panel notes that, for the purposes of paragraph 4(a)(iii) of the Policy, paragraph 4(b) of the Policy establishes circumstances, in particular, but without limitation, that, if found by the Panel to be present, shall be evidence of the registration and use of a domain name in bad faith.

In light of the manner of use of the disputed domain name in respect of the Respondent's Website, the Panel finds that bad faith has been established under paragraph 4(b)(iv) of the Policy.

The Panel finds the disclaimers on the Respondent's Website are not sufficiently clear and prominent, being in small font at the bottom of a long home webpage, the manner of use of the Trade Mark on the Respondent's Website is in any event not truly referential to the Trade Mark but rather being used to indicate source and, accordingly, in all the circumstances the disclaimers amount to an admission by the Respondent that users may be confused. [WIPO Overview 3.1](#), section 3.7. This conclusion is strengthened by the Respondent's evidence in respect of the manner in which he chose to register and use the disputed domain name using the Complainant's Trade Mark and in respect of a business which derives revenue from attracting freelancers to the Respondent's Website (which, notably, features prominently the Trade Mark, mimics the look and feel of the Complainant's website, and contains blogs and commentaries comparing the Complainant's services with those of the Complainant's competitors).

The Panel finds that the Complainant has established the third element of the Policy.

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 <upworkalerts.com> be transferred to the Complainant.

/Sebastian M.W. Hughes/

Sebastian M.W. Hughes

Sole Panelist

Date: October 16, 2026