

ADMINISTRATIVE PANEL DECISION

BPCE v. qu lun gui

Case No. D2025-1317

1. The Parties

The Complainant is BPCE, France, represented by Kalliope Law Firm, France.

The Respondent is qu lun gui, China.

2. The Domain Name and Registrar

The disputed domain name <cyberplusng.com> is registered with Gname 064 inc. (the “Registrar”).

3. Procedural History

The Complaint was filed in English with the WIPO Arbitration and Mediation Center (the “Center”) on April 1, 2025. On the same day, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On April 2, 2025, 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 (anonymous, Redacted for privacy) and contact information in the Complaint. The Center sent an email communication to the Complainant on April 4, 2025, 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 April 8, 2025.

On April 4, 2025, the Center informed the Parties in Chinese and English, that the language of the Registration Agreement for the disputed domain name is Chinese. On April 8, 2025, the Complainant requested English to be the language of the proceeding. The Respondent did not submit any 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 English and Chinese of the Complaint, and the proceedings commenced on April 9, 2025. In accordance with the Rules, paragraph 5, the due date for Response was April 29, 2025. The Respondent did not submit any response. Accordingly, the Center notified the Respondent’s default on April 30, 2025.

The Center appointed Matthew Kennedy as the sole panelist in this matter on May 5, 2025. 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 joint stock company acting as the central institution responsible for the Banques Populaires and Caisses d'Epargne banking networks. The Complainant, which claims to be the second-largest banking group in France, pursues a full range of banking, financing and insurance activities, serving 36 million customers, and is present in more than 40 countries via subsidiaries like the Banques Populaires. The Complainant owns trademarks for CYBERPLUS in multiple jurisdictions, including the following:

- French trademark registration number 95575762 for CYBERPLUS, registered on June 14, 1995, specifying services in classes 36 and 38; and
- International trademark registration number 647939 for CYBERPLUS registered on December 13, 1995, designating multiple jurisdictions, specifying services in classes 36 and 38.

The above trademark registrations are current. The Complainant has also registered the domain name <cyberplus.fr> (created in 2002) that redirects to <banquepopulaire.fr>, which resolves to a website that provides information about Banque Populaire and its services. Cyberplus refers to Banque Populaire's online and mobile banking services.

The Respondent is an individual based in China.

The disputed domain name was registered on November 11, 2024. It resolves to a website in Chinese displaying pornographic content with gambling advertisements.

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 is confusingly similar to its CYBERPLUS trademark.

The Respondent has no rights or legitimate interests in respect of the disputed domain name. The Complainant has never authorized the Respondent to register and/or use any domain name incorporating its trademarks. The Complainant has not granted any license, nor any authorization to use its trademarks, including as a domain name.

The disputed domain name has been registered and is being used in bad faith. The Complainant and its subsidiaries are well known in France and throughout the world, notably by financial and banking market consumers. The choice of the disputed domain name is not a mere coincidence, because it is used to generate a likelihood of confusion with the Complainant's mark. The disputed domain name resolves to a pornographic website. The Respondent has chosen to hide its identity.

B. Respondent

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

6. Discussion and Findings

6.1 Language of the Proceeding

The language of the Registration Agreement for the disputed domain name is Chinese. Pursuant to the Rules, paragraph 11(a), in the absence of an agreement between the parties, or unless specified otherwise in the registration agreement, the language of the administrative proceeding shall be the language of the registration agreement.

The Complaint and amended Complaint were filed in English. The Complainant requested that the language of the proceeding be English for several reasons, including the fact that it has no knowledge of Chinese and requiring Chinese translations would mean higher costs, placing a burden on the Complainant which is significant. The disputed domain name includes only Latin characters.

Despite the Center sending email communications in English and Chinese regarding the language of the Registration Agreement and the notification of the Complaint, which included instructions regarding the language of the proceeding, the Respondent did not make any submission with respect to the language of the proceeding or express any interest in otherwise participating in this proceeding.

In exercising its discretion to use a language other than that of the registration agreement, the Panel has to exercise such discretion judicially in the spirit of fairness and justice to both parties, taking into account all relevant circumstances of the case, including matters such as the parties' ability to understand and use the proposed language, time and costs. See WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition ("[WIPO Overview 3.0](#)"), section 4.5.1.

Having considered all the matters above, the Panel determines under paragraph 11(a) of the Rules that the language of the proceeding shall be English. The Panel would have accepted a Response in Chinese but none was filed.

6.2 Substantive Issues

Paragraph 4(a) of the Policy provides that a complainant must demonstrate each of the following elements:

- (i) the disputed domain name is identical or confusingly similar to a trademark or service mark in which the complainant has rights; and
- (ii) the respondent has no rights or legitimate interests in respect of the disputed domain name; and
- (iii) the disputed domain name has been registered and is being used in bad faith.

The burden of proof of each element is borne by the Complainant.

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 trademark and the disputed domain name. See [WIPO Overview 3.0](#), section 1.7.

The Complainant has shown rights in respect of a CYBERPLUS trademark for the purposes of the Policy. See [WIPO Overview 3.0](#), section 1.2.1.

The disputed domain name incorporates the entirety of the CYBERPLUS mark. It adds the letters "ng", which can serve as a geographical reference to Nigeria, but the mark is clearly recognizable within the disputed domain name. The only additional element is a generic Top-Level Domain ("gTLD") extension (".com") which, as a standard requirement of domain name registration, may be disregarded in the

assessment of confusing similarity for the purposes of the Policy. Accordingly, the disputed domain name is confusingly similar to the mark for the purposes of the Policy. See [WIPO Overview 3.0](#), sections 1.7 and 1.11.1.

Therefore, 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 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. See [WIPO Overview 3.0](#), section 2.1.

In the present case, the disputed domain name resolves to a website in Chinese displaying pornographic content with gambling advertisements. The Complainant submits that it has never authorized the Respondent to register and/or use any domain name incorporating its trademarks, and that it has not granted any license, nor any authorization to use its trademarks, including as a domain name. Nothing on the record indicates that the Respondent is using the disputed domain name in connection with a bona fide offering of goods or services. Nor is the Respondent making a legitimate noncommercial or fair use of the disputed domain name.

Further, the Registrar has verified that the Respondent’s name is “qu lun gui”, not the disputed domain name. Nothing on the record indicates that the Respondent has been commonly known by the disputed domain name.

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 and has not come forward with any relevant evidence demonstrating rights or legitimate interests in the disputed domain name such as those enumerated in the Policy or otherwise.

Based on the record, 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. The fourth of these circumstances is as follows:

“(iv) by using the [disputed] domain name, [the respondent has] intentionally attempted to attract, for commercial gain, Internet users to [the respondent’s] website or other online location, by creating a likelihood of confusion with the complainant’s mark as to the source, sponsorship, affiliation, or endorsement of [the respondent’s] website or location or of a product or service on [the respondent’s] web site or location.”

In the present case, the disputed domain name was registered on November 11, 2024, years after the registration of the Complainant’s CYBERPLUS mark. The disputed domain name is confusingly similar to

the mark, wholly incorporating it with the addition of the letters “ng”. CYBERPLUS is a compound term composed of the word “cyber” (referring to or characteristic of the culture of computers, information technology, and virtual reality) and the word “plus” (meaning an advantage).¹ The top results of Internet searches for “cyberplus” (as in the Complainant’s mark) shows that this compound term is used not only by the Complainant but by various third parties in connection with the ordinary meaning of the two words of which it is composed, including in connection with cybersecurity, enhancement of digital experience, website design, and cyberhate research.² The meaning of the words “cyber” and “plus” are presumably the reason why the Complainant chose to register this term in a trademark for online and mobile banking services. Moreover, the top results of Internet searches for “cyberplusng” (as used in the disputed domain name) do not only relate to the Complainant. Accordingly, the mere incorporation of “cyberplus” does not indicate that the Respondent had the Complainant or its mark in mind when he or she registered the disputed domain name. Nor does the Complainant allege that the combination of “cyberplus” with the letters “ng” indicates a reference to itself, for example, due to the presence of one of its subsidiaries in Nigeria.

The Complainant provides no evidence of reputation or use of its CYBERPLUS mark from which it might be inferred that the Respondent knew, or should have known, of the existence of its mark prior to this dispute. The Complainant alleges that it and its subsidiaries are “well-known in France and throughout the world” but provides no evidence of use of its CYBERPLUS mark online or offline. The Complainant provides screenshots of the Banque Populaire website that do not display the CYBERPLUS mark. The domain name <banquepopulaire.fr> associated with that website, does not incorporate the CYBERPLUS mark either, although it receives a redirection from the Complainant’s domain name <cyberplus.fr>. Only after accessing the Banque Populaire website and entering a search query for “cyberplus”, was the Panel able to confirm that CYBERPLUS refers to that bank’s online and mobile banking services. However, the drop-down menu of customers’ locations on the website is limited to regions of France, while the Respondent is based in China. The Complainant holds longstanding registrations for the CYBERPLUS mark in certain European countries but the Panel does not deem the Respondent to have constructive knowledge of the contents of those trademark registers.

The Panel sees no evidence of targeting on the website to which the disputed domain name resolves. The website makes no reference to the Complainant, the types of services that it offers, or its competitors.

In summary, 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 trademark.

Therefore, the Panel finds that the Complainant has not established the third element of the Policy.

7. Decision

For the foregoing reasons, the Complaint is denied.

/Matthew Kennedy/

Matthew Kennedy

Sole Panelist

Date: May 19, 2025

¹Definitions from Oxford Languages obtained by Google meaning searches.

²The Panel notes its general powers articulated inter alia in paragraphs 10 and 12 of the Rules and has conducted basic Internet searches for “cyberplus” and “cyberplusng” in the Google and Baidu search engines, which are publicly available, to evaluate the Complainant’s claims. The Panel considers this process of evaluation useful in assessing the case merits and reaching a decision. See [WIPO Overview 3.0](#), section 4.8.