ARBITRATION
AND
MEDIATION CENTER

WIPO
WORLD
INTELLECTUAL PROPERTY
ORGANIZATION

ADMINISTRATIVE PANEL DECISION
Docsketch, LLC (DBA SignWell) v. Code Lynk
Case No. D2025-2506

1. The Parties

The Complainant is Docsketch, LLC (DBA SignWell), United States of America ("United States"), internally represented.

The Respondent is Code Lynk, Pakistan.

2. The Disputed Domain Name and Registrar

The Disputed Domain Name <sign-well.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 June 25, 2025. On June 27, 2025, the Center transmitted by email to the Registrar a request for registrar verification in connection with the Disputed Domain Name. On June 28, 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 (Privacy service provided by Withheld for Privacy ehf) and contact information in the Complaint. The Center sent an email communication to the Complainant on July 1, 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 amendment to the Complaint on July 8, 2025.

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 proceedings commenced on July 9, 2025. In accordance with the Rules, paragraph 5, the due date for Response was July 29, 2025. The Response was filed with the Center on July 9, 2025.

The Respondent also sent email communications to the Center on July 2, July 8, July 9, July 10, August 8, and August 13, 2025.

The Center appointed Marilena Comanescu as the sole panelist in this matter on August 15, 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.

On August 28, 2025, the Panel issued a procedural order ("Procedural Order No. 1") in which the Panel sought further clarification from the Complainant as to its claim of unregistered trademark rights. Procedural Order 1 also provided for the Respondent an opportunity to file a further submission in respect of this issue and also the time for provision of a decision in this case to September 15, 2025. The Complainant filed a submission on August 29, 2025, and the Respondent filed a submission on August 30, 2025.

4. Factual Background

The Complainant, Docsketch, LLC (DBA SignWell), is acting in the business of electronic signature software services.

According to Annex 1 to the Complaint, containing an excerpt from the Trade, Business & Fictitious Names – Delaware Courts – State of Delaware, the Complainant operates under the trade name "SignWell" as of November 5, 2021.

The Complainant owns the domain name <signwell.com> since March 3, 2021, and uses it to host its commercial website. According to information on the Complainant's website, the Complainant has over 65,000 business clients and more than 10,000,000 documents signed. Also, at the bottom banner of the Complainant's website, a range of client testimonials and professional recognitions are displayed, such as The 2022 Capterra Shortlist[1], or the 2022 Software Advise Most Recommended[2].

The Complainant provides further evidence supporting that its unregistered SIGNWELL mark has become a distinctive identifier which consumers associate with its goods and services with the following: (i) information regarding third-party recognition via advertising, press releases, content and institutional endorsement, available on the websites of the press release distributors GlobeNewswire ("www.globenewswire.com"), and PR Newswire (at "www.prnewswire.com"); an article published by one of the Complainant's clients, The Horror Tree, informing their own customers of the Complainant's rebranding from DocSketch to SignWell, dated August 6, 2021; and the listing as a member of the American Bankers Association ("www.aba.com"); (ii) public recognition demonstrated through independent reviews, industry listings such as the ranking provided by the software company Zapier[3] listing the Complainant as number 5 in the "6 best electronic signature apps to sign documents online in 2025"; and reviews available on the various websites such as "www.softwareadvise.com" where the Complainant has more than 2.3K reviews, and "www.selecthub.com" where the Complainant has more than 2.6K reviews, and "www.getapp.com" where the Complainant has 2.3K reviews; and (iii) Google search link for the name "signwell" evidencing the Complainant in the first results generated.

The Disputed Domain Name was registered on September 18, 2024 and, at the time of filing the Complaint, it was used in connection with a website assisting the users to create their own electronic signature. The services were provided prima facie free of charge.

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[1] Capterra is a software review and comparison platform. See "www.en.wikipedia.org/wiki/Capterra"

[2] Software Advice is a company that provides advisory services, research, and user reviews on software applications. See "www.en.wikipedia.org/wiki/Software_Advice"

[3] Website at "www.zapier.com", article available at "www.zapier.com/blog/best-digital-signature-apps/"

On May 15, 2025, before commencing the present procedure, the Complainant sent a Cease-and-Desist letter to the Respondent requesting the transfer of the Disputed Domain Name. On its response of May 21, 2025, the Respondent requested the amount of USD 1,800 as a compensation covering its investment in the Disputed Domain Name.

Although listed as Annexes 1-3 to the Respondent's email communication of July 2, 2025, and as Annex 4 to the Respondent's email communication of July 9, 2025, and expressly requested by the Center, no supporting evidence has been provided to support the Respondent's claimed costs.

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 the following:

The Complainant has common law trademark rights in SIGNWELL, established through years of commercial use in the electronic signature services industry. The Disputed Domain Name is confusingly similar to its unregistered trademark, differing only by the insertion of a hyphen; the likelihood of confusion being increased by the fact that the Complainant's website and the website under the Disputed Domain Name target similar service categories.

The Respondent has no rights or legitimate interests in the Disputed Domain Name since the Respondent is not known as "SignWell" or "Sign-Well" and has no authorization from the Complainant to use or register SignWell. After receiving the Complainant's Cease-and-Desist letter, the Respondent offered to sell the Disputed Domain Name to the Complainant for USD 1,800 and such action undermines any claimed legitimacy.

The Respondent has registered and is using the Disputed Domain Name in bad faith since the Respondent registered the Disputed Domain Name after the Complainant's use in commerce began. Post legal notice actions include offering the Disputed Domain Name for sale at a value above its out-of-pocket cost. The website at the Disputed Domain Name provides similar services in a confusingly identical format, which appears intentionally designed to exploit the Complainant's goodwill in its unregistered marks.

B. Respondent

The Respondent contends that the Complainant has not satisfied the elements required under the Policy for a transfer of the Disputed Domain Name.

Notably, to the extent relevant for this decision, the Respondent contends the following:

The Complainant failed to substantiate its claimed common law rights in SIGNWELL mark - no evidence of secondary meaning and consumer confusion have been provided in the Complaint or the Complainant's response to the Procedural Order No. 1.

The Disputed Domain Name is linguistically and technically distinct from SIGNWELL, as hyphens are treated as separators in domain name disputes because search engines and users perceive hyphenated domain names differently.

The Respondent claims its use of the Disputed Domain Name is fair and noncommercial since it made a substantial investment of USD 1,800 in developing, hosting, and marketing a free, no-registration platform with unique functionalities, distinct from the Complainant's paid services provided on its website. The Respondent alleges that according to the UDRP, the free, noncommercial use of the Disputed domain Name is per se legitimate.

The Respondent registered the Disputed Domain Name for a bona fide business purpose, and not to exploit the Complainant's brand mainly because it had a different business model (the Disputed Domain Name is free whereas the Complainant provides paid services; and the services provided under the Disputed Domain Name have no user accounts while the Complainant's registration services involve a heavy platform). In fact, the Respondent's platform available at the Disputed Domain Name operates as a free public service with no commercial gain, satisfying UDRP Rule 4(c)(iii).

In relation to the bad-faith registration and use, the Respondent asserts that the Complainant failed to provide any proof of the Respondent targeting its brand. Offering to sell the Disputed Domain Name after the Complainant's threat does not constitute bad faith since the Disputed Domain Name has been registered before the Complainant's brand gained notoriety, and the Complainant provided no examples of actual user confusion.

The Complainant operates primarily in the United States, while the Respondent's services are offered globally with no United States-targeted commercial activity; as well, the Respondent's jurisdiction, Pakistan, has no recognition of the Complainant's unregistered mark.

The Respondent requests the Panel to find the Complainant has engaged in Reverse Domain Name Hijacking mainly because the Complainant: (i) was aware it lacks trademark rights; (ii) failed to provide evidence of actual marketplace confusion; (iii) did not provide evidence of superior rights or bad faith registration; and (iv) ignored clear distinctions between services provided on the Parties' websites.

6. Discussion and Findings

Under the Policy, the Complainant is required to prove on the balance of probabilities that:

(i) the Disputed Domain Name is identical or confusingly similar to a trademark or service mark in which the Complainant has rights;
(ii) the Respondent has no rights or legitimate interests in the Disputed Domain Name; and
(iii) the Disputed Domain Name has been registered and is being used in bad faith.

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. WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition ("WIPO Overview 3.0"), paragraph 4.6, and cases cited therein.

The Complainant claims entitlement to rights in SIGNWELL as an unregistered trademark and provides as supporting evidence the documents described in Section 4 above.

To establish unregistered or common law trademark rights for purposes of the UDRP, the Complainant must show that its mark has become a distinctive identifier which consumers associate with the Complainant's goods and/or services. Relevant evidence demonstrating such acquired distinctiveness (also referred to as secondary meaning), includes a range of factors such as the duration and nature of use of the mark, the nature and extent of advertising using the mark, the degree of actual public (e.g., consumer, industry, media) recognition. Particularly with regard to brands acquiring relatively rapid recognition due to a significant

Internet presence, panels have also been considering factors such as the type and scope of market activities and the nature of the complainant's goods and/or services. WIPO Overview 3.0, section 1.3.

By virtue of the evidence the Complainant has made of record here, the Panel finds the Complainant has demonstrated that its mark has become a distinctive identifier which consumers associate with the Complainant's goods and services sufficient to establish unregistered or common law trademark rights in the SIGNWELL mark for purposes of the Policy, as the Complainant has brought evidence demonstrating in particular the following:

- it started to use the mark SIGNWELL in commerce since 2021 in relation to electronic signature software services;
- it holds the trade name "SignWell" since November 2021 and promotes its services under the domain name <signwell.com> acquired in March 2021;
- it has significant presence on the relevant market under the trademark (e.g. the reviews and listings in its industry);
- it has significant presence on the Internet, also Google search results indicate Complainant in the first results; and
- the mark SIGNWELL is recognized in relation to the Complainant's goods and services.

For a number of reasons, including the global nature of the Internet and Domain Name System, the fact that secondary meaning may only exist in a particular geographical area or market niche does not preclude the complainant from establishing trademark rights (and as a result, standing) under the UDRP. WIPO Overview 3.0, section 1.1.2.

Accordingly, the Panel finds the Complainant has established unregistered trademark rights in SIGNWELL for the purposes of the Policy.

Further, the Panel finds the SIGNWELL mark is recognizable within the Disputed Domain Name. Accordingly, the Disputed Domain Name is confusingly similar to the mark for the purposes of the Policy. WIPO Overview 3.0, section 1.7.

Although the addition of other signs, here a hyphen separating the mark in two terms, may bear on assessment of the second and third elements, the Panel finds that such addition does not prevent a finding of confusing similarity between the Disputed Domain Name and the mark for the purposes of the Policy. WIPO Overview 3.0, section 1.8.

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

B. Rights or Legitimate Interests

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. WIPO Overview 3.0, section 2.1.

The Complainant states mainly that the Respondent is not commonly known by the Disputed Domain Name; that the Complainant has not licensed or otherwise authorized the Respondent to use its SIGNWELL mark; and that the Respondent's offer to sell the Disputed Domain Name to the Complainant for USD 1,800, after receiving a legal complaint, constitutes an action that undermines any claimed legitimacy, and this cannot be considered a bona fide use of the Disputed Domain Name.

The Respondent claims mainly that the Complainant has no (registered or unregistered) trademark rights in SIGNWELL; that it uses the Disputed Domain Name in connection with a free noncommercial website and free noncommercial use is per se legitimate; and that the amount claimed for selling the Disputed Domain Name to the Complainant reflects the costs directly related to the website under the Disputed Domain Name.

The Panel found that the Complainant established unregistered trademark rights in SIGNWELL.

Fundamentally, a respondent's use of a domain name will not be considered "fair" if it falsely suggests affiliation with the trademark owner; the correlation between a domain name and the complainant's mark is often central to this inquiry. WIPO Overview 3.0, section 2.5.

The services provided under the Disputed Domain Name are similar to those provided by the Complainant on its website, irrespective of the pricing, platform structure or functionalities of the websites. Also, it is not clear to Internet users visiting the website under the Disputed Domain Name that the website is not operated/endorsed by the Complainant and there is no visible information about the actual holder of the Disputed Domain Name (except for a Gmail contact email address).

The Respondent failed to provide any supporting evidence demonstrating the potential costs involved with the Disputed Domain Name, even expressly requested by the Center.

These facts, together with the other circumstances in this case, particularly taking into account the composition of the Disputed Domain Name which is very similar to the Complainant's mark, trade name and domain name (with one hyphen added), do not amount to a bona fide offering or legitimate noncommercial or fair use of the Disputed Domain Name. WIPO Overview 3.0, section 2.5.1.

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 the present case, the Panel considers that the Disputed Domain Name was registered in bad faith, with, more likely than not, knowledge of the Complainant and its trademark particularly because it reproduces the Complainant's trademark, domain name (including the ".com" generic Top Level Domain) and trade name, with a minor alteration, and the Complainant's first use of its unregistered trademark predates the registration of the Disputed Domain Name by over 3 years. Furthermore, the use of the Disputed Domain Name enhances such finding.

Paragraph 4(b) of the Policy sets out a list of non-exhaustive circumstances that may indicate that a domain name was registered and used in bad faith, but other circumstances may be relevant in assessing whether a respondent's registration and use of a domain name is in bad faith. WIPO Overview 3.0, section 3.2.1.

Paragraph 4(b)(iii) of the Policy provides the circumstance when the respondent has registered the domain name primarily for the purpose of disrupting the business of a competitor. The panels have applied the notion of a "competitor" beyond the concept of an ordinary commercial or business competitor to also include the concept of "a person who acts in opposition to another" for some means of commercial gain, direct or otherwise. WIPO Overview 3.0, section 3.1.3.

Given that the Disputed Domain Name reproduces the Complainant's unregistered trademark, trade name and domain name and the website operated under the Disputed Domain Name provides services similar to those provided by the Complainant (even apparently free of charge), displays no clear information about the website holder or any disclaimer, indeed in this Panel's view, the Respondent has intended to redirect unsuspecting users looking for the Complainant to the Respondent's website, thus potentially disrupting the Complainant's business.

Paragraph 4(b)(i) of the Policy provides the circumstance when the respondent has registered or acquired the domain name primarily for the purpose of selling, renting, or otherwise transferring the disputed domain name to the complainant who is the owner of the trademark or service mark or to a competitor of that complainant, for valuable consideration in excess of the respondent's documented out-of-pocket costs directly related to the domain name. The Panel finds that, registering a domain name very similar to the Complainant's unregistered mark, trade name and domain name, and offering it for sale for valuable consideration in excess of its documented out-of-pocket expenses (absent any supporting evidence from the Respondent to the contrary), is evidence of bad faith behavior in the circumstances of this case. WIPO Overview 3.0, section 3.1.1.

Further, the Respondent provided inaccurate/incomplete postal address in the WhoIs because the Written Notice could not be delivered to the Respondent by courier service, and registered the Disputed Domain Name under a proxy service. Panels additionally view the provision of false contact information (or an additional privacy or proxy service) underlying a privacy or proxy service as an indication of bad faith. WIPO Overview 3.0, section 3.6.

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

D. Reverse Domain Name Hijacking

The Respondent requested the Panel to find the Complainant has engaged in Reverse Domain Name Hijacking.

Here, the Complaint was successful and was not brought as an abuse of the administrative proceeding.

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 <sign-well.com> be transferred to the Complainant.

/Marilena Comanescu/
Marilena Comanescu
Sole Panelist
Date: September 12, 2025