

## **ADMINISTRATIVE PANEL DECISION**

AXA SA v. Banaoui Karim, linkupvalue  
Case No. D2025-3022

### **1. The Parties**

The Complainant is AXA SA, France, represented by Plasseraud IP, France.

The Respondent is Banaoui Karim, linkupvalue, Morocco.

### **2. The Domain Name and Registrar**

The disputed domain name <talent-axaservices.com> is registered with Genius Communications SARL/AU (the “Registrar”).

### **3. Procedural History**

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on July 29, 2025. On July 30, 2025, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On July 31, 2025, the Registrar transmitted by email to the Center its verification response confirming that the Respondent is listed as the registrant and providing the contact details. The Center sent an email communication to the Complainant on August 4, 2025, providing the registrant and contact information disclosed by the Registrar, and informing the Complainant that the Center will proceed with the formal commencement of the administrative proceeding by August 6, 2025.

The Center verified that 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 August 5, 2025. In accordance with the Rules, paragraph 5, the due date for Response was August 25, 2025. The Respondent sent an email communication to the Center on August 5, 2025.

The Center appointed Mehmet Polat Kalafatoğlu as the sole panelist in this matter on September 1, 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.

In view of the Respondent's email communication, on September 24, 2025, the Panel issued Procedural Order No. 1 asking the Respondent to provide evidence to support its claim and inviting the Complainant to comment on the Respondent's further submission (if any). No further submissions were filed by the Parties.

#### **4. Factual Background**

The Complainant, AXA SA, incorporated in France, is the holding company of the AXA Group. The AXA Group has a strong, long-standing history with its roots going back to the 18<sup>th</sup> century. After a succession of mergers, acquisitions, and name changes involving some of the biggest insurance companies around the world, the trade name AXA was introduced in 1985. The Complainant is a leading insurance company. According to the Complainant, it became the number one insurer in France in 1996 and became the world's number one commercial property and casualty insurer in 2018. The Complainant is present in 50 countries (including Morocco, where the Respondent is located), employs 154,000 people, and offers insurance, savings, and asset management services to its 94 million customers.

The Complainant's AXA trademark was considered one of the leading global insurance brands for nine consecutive years until 2017. Additionally, in 2024, the AXA trademark was ranked 48<sup>th</sup> among the 100 best global brands according to the Interbrand ranking. The Complainant owns numerous AXA trademark registrations worldwide, including the following:

- the French trademark No. 1270658 for AXA, registered on January 10, 1984, in classes 35, 36, and 42; and
- the International trademark registration No. 490030 for AXA, registered on December 5, 1984, in classes 35, 36, and 39, and designating several countries, including Morocco, where the Respondent is located.

The Complainant owns several domain names incorporating its AXA trademark, such as the domain name <axa.com> registered on October 24, 1995.

The disputed domain name was registered on March 3, 2024. At the time of filing the Complaint, the disputed domain name was resolving to a pay-per-click ("PPC") page with sponsored links related to third-party job and employment websites.

#### **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. The Complainant's contentions regarding the three elements under the Policy can be summarized as follows.

First, the Complainant asserts that the disputed domain name reproduces identically the AXA trademark, which has no particular meaning and is highly distinctive. The Complainant adds that the AXA trademark is well-known around the world in the field of insurance and financial services. According to the Complainant, the addition of the generic terms "talent" and "services" does not prevent the likelihood of confusion between the disputed domain name and the Complainant's trademark. In particular, the Complainant notes that the word "talent" can be perceived as relating to individuals seeking employment opportunities within the AXA Group. The Complainant indicates that it uses the word "talent" on its official channels to refer to individuals seeking career opportunities within its organization. The Complainant contends that the disputed domain name is confusingly similar to its trademarks.

Second, the Complainant submits that the Respondent has no rights or legitimate interests in respect of the disputed domain name. In this regard, the Complainant, inter alia, contends that it has never licensed or otherwise permitted the Respondent to use its trademark or to register any domain name incorporating the

AXA trademark; the Respondent is the registrant of at least four other domain names, which indicates a pattern of conduct that the Respondent is not using these domain names in connection with any bona fide offering of goods or services; the Respondent has no prior rights and/or legitimate interest in justifying the use of the Complainant's trademark; the Respondent has not been commonly known by the disputed domain name; the disputed domain name resolves to a parking page hosting PPC sponsored links which presents services related with the Complainant's ones; these links redirect user to various third-party job and employment websites, thereby reinforcing the false impression that the disputed domain name is associated with the Complainant's recruitment activities; the Respondent is not making fair use of the disputed domain name without intent for commercial gain and is misleadingly diverting consumers.

Third, the Complainant contends that the disputed domain name was registered and is being used in bad faith. In this regard, the Complainant submits that the AXA trademark is internationally famous and enjoys a worldwide reputation. The Respondent was aware of the Complainant's AXA trademark at the time that he registered the disputed domain name. The disputed domain name incorporates the entirety of the AXA trademark. Therefore, the Respondent registered the disputed domain name in bad faith to take predatory advantage of the Complainant's reputation. Lastly, the Complainant claimed that the Respondent's bad faith is also evident regarding the use of the disputed domain name, which leads to a parking page hosting sponsored links.

## **B. Respondent**

The Respondent did not formally reply to the Complainant's contentions. However, the Respondent sent an email communication on August 5, 2025. In this email, the Respondent stated that the disputed domain name was registered as part of a recruitment project conducted for its client AXA Services Morocco. The Respondent alleged that its client commissioned it to create a recruitment platform. The Respondent also indicated that the disputed domain name is operated exclusively on behalf of AXA Services Morocco and the content, as well as the access to said platform, are managed directly by the human resources teams of its client.

## **6. Discussion and Findings**

### **6.1.1 Preliminary Issue: Language of the Proceeding**

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, 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 English.

In the present case, the Complaint was filed in the English language. However, the Respondent's email, summarized above, was submitted in French. The Panel considers the Rules, paragraph 11(b) and the ability of the Complainant to understand the Respondent's email communication. The Panel is also familiar with both languages. Accordingly, the Panel finds that there is no necessity to provide a translation of the Respondent's communication into English. Therefore, the Panel accepts the Respondent's submission in French but renders this Decision in the language of the proceeding.

### **6.1.2 Preliminary Issue: Identity of the Respondent**

The Panel notes the Respondent's claim that the disputed domain name was registered as part of a recruitment project conducted for its client AXA Services Morocco. However, the Panel notes that the Respondent did not provide anything to support such statement, and that, even if true, it does not alter the fact that there are certain obligations arising from the registration of a disputed domain name.

## 6.2 Substantive Elements of the Policy

### 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](#)"), section 1.7.

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

The entirety of the mark is reproduced 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 terms here, "talent", a hyphen, and "services", may bear on assessment of the second and third elements, the Panel finds the addition of such terms 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

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. [WIPO Overview 3.0](#), 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 Complainant affirmed that it has never licensed or otherwise authorized the Respondent to use its well-known and distinctive AXA trademark or to register any domain name incorporating its trademark. In addition, there is no indication in the record that the Respondent is commonly known by the disputed domain name. In particular, the Panel considers that the disputed domain name incorporates the AXA trademark with the addition of generic terms "talent" and "services". Internet users may be easily misled by the composition of the disputed domain name and believe that the disputed domain name is connected to different services offered by the Complainant or recruitment procedures within the AXA Group. Accordingly, the Panel finds that the disputed domain name carries a risk of implied affiliation with the Complainant and cannot constitute fair use under the Policy. [WIPO Overview 3.0](#), section 2.5.1. In addition, the dispute domain name, which is confusingly similar to the AXA trademark, resolves to a Registrar parking page with PPC sponsored links related to third-party recruitment websites and to insurance services, the latter being directly connected with the Complainant's business. This use of the disputed domain name cannot be considered a bona fide offering of goods or services under the Policy, as it demonstrates the Respondent's intention to take unfair advantage of the well-known AXA trademark.

In response to the Complainant's contentions, the Respondent merely submitted that he was commissioned by its client, AXA Services Morocco, to register the disputed domain name and to create a recruitment

platform. The Respondent also alleged that the disputed domain name is operated exclusively on behalf of its client, and the content and the access to the recruitment platform are managed directly by its client. However, despite having the opportunity, the Respondent did not provide any evidence to prove these allegations, especially the alleged existence of a relationship with its client. In addition, the Respondent's arguments do not adequately explain the fact that the disputed domain name resolves to a Registrar parking page with PPC sponsored links related to third-party recruitment websites. Therefore, the Respondent has failed to provide any convincing explanation supported by evidence to prove his rights and legitimate interests in the disputed domain name. Accordingly, the Panel finds that 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.

In conclusion, based on the available 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.

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.

In the present case, the Panel finds that the mere registration of the disputed domain name that is confusingly similar to the well-known AXA trademark by the Respondent, who has no affiliation with the Complainant, creates a presumption of bad faith. [WIPO Overview 3.0](#), section 3.1.4.

In addition, the Panel considers the registration dates of the disputed domain name and the AXA trademark, the distinctive and well-known nature of the AXA trademark, the composition of the disputed domain name, and the content of the Respondent's submission. Accordingly, the Panel finds it clear that the Respondent knew of the Complainant's trademark at the time he registered the disputed domain name. The Panel also considers the Respondent's failure to provide any convincing explanation, supported by evidence, of his registration of the disputed domain name, and finds it very likely that the Respondent registered the disputed domain name in bad faith to exploit the reputation of the AXA trademark.

Considering the use of the disputed domain name explained above, the Panel finds that the Respondent used the disputed domain name in bad faith by intentionally attempting to attract, for commercial gain, Internet users to its website by creating a likelihood of confusion with the Complainant's trademark as to the source, sponsorship, affiliation, or endorsement of its website.

In conclusion, 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 <talent-axaservices.com> be transferred to the Complainant.

*/Mehmet Polat Kalafatoglu/*

**Mehmet Polat Kalafatoglu**

Sole Panelist

Date: October 15, 2025