

ADMINISTRATIVE PANEL DECISION

Confederation Nationale du Crédit Mutuel - CNCM v. Ollivier Giust
Case No. D2025-3843

1. The Parties

The Complainant is Confederation Nationale du Crédit Mutuel - CNCM, France, represented by MEYER & Partenaires, France.

The Respondent is Ollivier Giust, France.

2. The Domain Name and Registrar

The disputed domain name <credit-mut.pro> is registered with Dynadot Inc (the “Registrar”).

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on September 22, 2025. On September 22, 2025, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On September 24, 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 (Super Privacy Service LTD c/o Dynadot) and contact information in the Complaint. The Center sent an email communication to the Complainant on September 24, 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 September 25, 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 September 25, 2025. In accordance with the Rules, paragraph 5, the due date for Response was October 15, 2025. The Respondent did not submit any response. Accordingly, the Center notified the Respondent’s default on October 24, 2025.

The Center appointed David-Irving Tayer as the sole panelist in this matter on October 29, 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 Confédération Nationale du Crédit Mutuel - CNCM, the political and central body for the banking group Crédit Mutuel. Crédit Mutuel is the second largest French banking and insurance services group.

The Complainant has trademark rights in the CREDIT MUTUEL sign, including:

- French trademark (semi-figurative) No. 1475940 of July 8, 1988, in classes 35 and 36;
- French trademark (semi-figurative) No. 1646012 of November 20, 1990, in classes 16, 35, 36, 38 and 41; and
- European Union trademark (figurative) No. 18130619 of May 22, 2020, in classes 7, 9, 16, 35, 36, 38, 41 and 45.

The Complainant is the holder of many domain names (through its IT-dedicated subsidiary Euro Information) including, inter alia, <creditmutuel.info> registered on September 13, 2001; <creditmutuel.org> registered on June 3, 2002; <creditmutuel.fr> registered on August 9, 1995; <creditmutuel.com> registered on October 28, 1995; <creditmutuel.net> registered on October 2, 1996; and <credit-mutuel.pro> registered on January 14, 2020, all duly renewed.

The Respondent registered the disputed domain name on July 14, 2025. The disputed domain name resolved to an active website which was identical to the CREDIT MUTUEL official website page and which also reproduced the website's graphic charter and Complainant's trademark. Since filing the Complaint, the disputed domain name resolves to a website with pay-per-click ("PPC") links.

5. Parties' Contentions

A. Complainant

First, the Complainant argues that the disputed domain name is confusingly similar to its CREDIT MUTUEL trademark.

Indeed, the Complainant states that the CREDIT MUTUEL trademark is almost entirely reproduced in the disputed domain name. The Complainant further states that only the radical of the disputed domain name must be analyzed. The Complainant also argues that the radical "credit-mut" consists of the diminutive of the words "crédit mutuel", and that it thus imitates its CREDIT MUTUEL trademark. The Complainant further argues that the diminutive "credit mut" is commonly used by its clients to refer to the "Credit Mutuel".

The Complainant states that the "credit mut" term constitutes the distinctive and dominant element of the disputed domain name and highly imitates the CREDIT MUTUEL trademark, and that the use of a trademark is sufficient to establish that a domain name is identical or similar to a trademark.

The Complainant finally argues that, because of the risk of confusion, the public will make a link between the disputed domain name and the Complainant, and will think that the Complainant is the owner of the disputed domain name or has given its consent for its registration.

Second, the Complainant argues that the Respondent has no rights or legitimate interests in respect of the disputed domain name, since the Complainant has not given a license or an authorization to anyone to register the disputed domain name. The Complainant further argues that there is no known relationship between the Complainant and the Respondent.

The Complainant states that the Respondent is not commonly known by the disputed domain name, and that it does not own any trademarks similar to the CREDIT MUTUEL trademark or incorporating it.

Finally, the Complainant argues that the disputed domain name was registered and is being used in bad faith.

The Complainant argues that its trademarks are well-known trademarks and, in this consideration, the Respondent could not have ignored the reputation of the trademarks CREDIT MUTUEL when registering the disputed domain name, but instead, precisely registered the disputed domain name because of the well-known character of the CREDIT MUTUEL trademarks.

The Complainant further argues that the disputed domain name pointed to an active website which was identical to the CREDIT MUTUEL official website and which also reproduced the website's graphic charter and the Complainant's trademark. Furthermore, the use of a similar login page as found in the Complainant's official website should be considered as a phishing scheme.

The Complainant considers that the Respondent registered the disputed domain name with the intent of deliberate deceit, and thus did so in bad faith.

Furthermore, the Complainant argues that the Respondent modified the website to a PPC parking page related to banking services. This PPC use is commonly considered as bad faith use, under the doctrine of "passive holding", where there is no serious intent to use it for offering goods and services or for promoting a noncommercial cause.

B. Respondent

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

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 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 Panel finds the mark or at least the dominant feature of the 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.

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 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.

Panels have held that the use of a domain name for illegal activity such as claimed phishing or impersonation, can never confer rights or legitimate interests on a respondent. [WIPO Overview 3.0](#), section 2.13.1.

Furthermore, panels decided in similar circumstances that the respondent had neither rights nor legitimate interests in the domain name. See in particular *Confédération nationale du crédit mutuel v. Yu Ke Rong*, WIPO Case No. [D2018-0948](#), concerning <creditmutuel.store>: “The Complainant has demonstrated that the Respondent has no rights or legitimate interests in the disputed domain name. The Complainant has not granted any license, or other permission for the Respondent to register the disputed domain name fully incorporating the Complainant’s trademark. The Panel notes that the Respondent is not an authorized reseller or distributor, and is not making a legitimate noncommercial use or fair use of the Complainant’s trademarks. The Panel therefore considers that none of the circumstances of legitimate interests envisaged by paragraph 4(c) of the Policy apply. The Panel therefore rules that the Complainant has satisfied the requirements of the second element under the Policy.” Likewise, *Confédération Nationale du Crédit Mutuel v. Whoisguard Protected, Whoisguard, Inc. / Isabelle Garcia, Credit Mutuel Fiable*, WIPO Case No. [D2017-0214](#), regarding <creditmutuefiable.com>: “The Respondent has never been known under the name ‘Crédit Mutuel’. It is not related in any way to the Complainant’s business and has never received from it a license or an authorization to use its marks. The Panel finds that there is nothing in the present record to otherwise suggest rights or legitimate interests on the part of the Respondent in the present case. The Panel concludes that the Respondent has no rights or legitimate interests in the disputed domain name, according to the Policy, paragraph 4(a)(ii).”

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 notes that:

- the Complainant is a well-known banking and financial company that has long been operating in the market;
- the disputed domain name was registered on July 14, 2025;
- the disputed domain name previously resolved to an active website which was identical to the Complainant's official website and reproduced the website's graphic charter and Complainant's trademark; and
- There is a webpage requiring users to log in, which is most probably used for phishing purposes.

Thus, the Respondent was clearly aware of the Complainant and its CREDIT MUTUEL trademark, as reflected in the copying of the Complainant's trademark, logo and the background from the Complainant's website.

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.

The evidence also indicates that the disputed domain name has intentionally been used in an attempt to attract, for commercial gain, users to the website at the disputed domain name by creating a likelihood of confusion with the Complainant's trademark, logo and website, notably by inducing users to enter their personal data in the login form. Such use constitutes bad faith.

Panels have held that the use of a domain name for illegal activity, such as claimed phishing or impersonation, constitutes bad faith. [WIPO Overview 3.0](#), section 3.4. Having reviewed the record, the Panel finds the Respondent's registration and use of the disputed domain name constitutes bad faith under the Policy.

The Panel considers that the latter modification of the website, namely resolving the disputed domain name to a website with PPC links, constitutes bad faith. [WIPO Overview 3.0](#), section 3.5.

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 <credit-mut.pro> be transferred to the Complainant.

/David-Irving Tayer/

David-Irving Tayer

Sole Panelist

Date: November 11, 2025