

## **ADMINISTRATIVE PANEL DECISION**

Tinder LLC v. Maria Rousou, Karneolis LTD  
Case No. D2025-4224

### **1. The Parties**

Complainant is Tinder LLC, United States of America (“United States”), represented by Barker Brettell LLP, United Kingdom.

Respondent is Maria Rousou, Karneolis LTD, Cyprus, represented by Legal Army, Spain.

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

The disputed domain name <kinkyswipe.com> is registered with Amazon Registrar, Inc. (the “Registrar”).

### **3. Procedural History**

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on October 14, 2025. On October 15, 2025, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On October 15, 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 (Identity Protection Service) and contact information in the Complaint. The Center sent an email communication to Complainant on October 15, 2025, providing the registrant and contact information disclosed by the Registrar, and inviting Complainant to submit an amendment to the Complaint. Complainant filed an amended Complaint on October 17, 2025.

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 Respondent of the Complaint, and the proceedings commenced on October 22, 2025. In accordance with the Rules, paragraph 5, the due date for Response was November 11, 2025. On November 5, 2025, Respondent requested the automatic four calendar day extension for Response under paragraph 5(b) of the Rules. The due date for Response was then reported to November 15, 2025. On November 14, 2025, Respondent requested a further extension under paragraph 5(e) of the Rules until November 29, 2025. Complainant was invited to comment on this request and sent its comments on November 14, 2025. Considering Respondent’s stated reasons for

that request as well as the objection of Complainant, the Center in accordance with paragraph 5(e) of the Rules granted the extension of time until November 21, 2025. The Response was filed with the Center on November 21, 2025.

The Center appointed Stephanie G. Hartung as the sole panelist in this matter on December 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.

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

Complainant is a company organized under the laws of the United States that operates the well-known TINDER dating platform at “www.tinder.com”.

Complainant has provided evidence that it is the registered owner of numerous trademarks relating to the term “swipe”, including, but not limited to, the following:

- word trademark SWIPE, European Union Intellectual Property Office (“EUIPO”), registration number: 013979547, application date: April 23, 2015, registration date: March 12, 2019;
- word trademark SWIPE, French National Institute of Industrial Property, registration number: 4510418, application date: December 21, 2018, registration date: April 12, 2019;
- word trademark SWIPE, Department of Registrar of Companies and Intellectual Property Cyprus, registration number: 92339, application date: September 29, 2021, registration date: October 16, 2022; and
- word trademark SWIPE, German Patent and Trademark Office, registration number: 302018030664, application date: December 24, 2018, registration date: July 4, 2019.

Respondent is located in Cyprus. The disputed domain name was created on January 8, 2019. It resolves to a website at “www.kinkyswipe.com” used for adult entertainment services with characteristics similar to a dating platform.

It is evident from the case file that the Parties have been involved for many years in a complex trademark dispute concerning a possible likelihood of confusion between Complainant’s trademark SWIPE and the term “kinkyswipe” as it is included in the disputed domain name and for which Respondent undertook to acquire registered trademark rights, e.g., with the EUIPO.

Complainant requests that the disputed domain name be transferred to Complainant.

Respondent requests that the Complaint be denied.

#### **5. Parties’ Contentions**

##### **A. Complainant**

Complainant contends that it has satisfied each of the elements required under the Policy for a transfer of the disputed domain name. Notably, Complainant contends that it has been using the term “swipe” as a trademark in connection with its dating services at least since 2013, and that this term is meanwhile synonymous with Complainant in relation to dating, social introduction and social networking services

Complainant submits that the disputed domain name is identical or confusingly similar to Complainant’s SWIPE trademark. Moreover, Complainant asserts that Respondent has no rights or legitimate interests in respect of the disputed domain name since (1) the latter was registered a significant number of years after Complainant started using the SWIPE brand and gained registered rights therein, (2) Respondent was not

granted any permission by Complainant to register the disputed domain name which contains Complainant's SWIPE trademark, and (3) at the time of registering the disputed domain name, Respondent would have known that it had no legitimate rights in Complainant's SWIPE trademark and, therefore, no rights to use this trademark in the disputed domain name or within the content thereof. Finally, Complainant argues that Respondent has registered and is using the disputed domain name in bad faith since (1) Complainant's SWIPE trademark has been used since 2013 and Complainant has meanwhile acquired a substantial reputation therein, (2) Respondent has used the disputed domain name in a way which is likely to confuse consumers into believing that the disputed domain name is registered to, operated or authorized by, or otherwise connected with Complainant, and (3) the provision of causal hook up services and services for swingers would be damaging or/and detrimental to the integrity and reputation of Complainant's SWIPE trademark and brand as this is contrary to Complainant's intention for their own service offering which aims at serious relationships.

## **B. Respondent**

Respondent contends that Complainant has not satisfied all three of the elements required under the Policy for a transfer of the disputed domain name.

Respondent argues that the disputed domain name is neither identical nor confusingly similar to Complainant's SWIPE trademark, since (1) the term "swipe" is commonly used in the technology and mobile application industry to describe a user interface function, and (2) the disputed domain name as such contains distinctive elements that differentiate it sufficiently from Complainant's SWIPE trademark. Moreover, Respondent submits that it has rights and legitimate interests in respect of the disputed domain name since (1) the disputed domain name was registered in 2019, demonstrating continued use in good faith over time, and Respondent has operated since then a fully functional adult entertainment platform with an active user base, (2) the platform under the disputed domain name processes legitimate payments via recognized payment gateways, indicating sustained commercial activity, and (3) the use of the disputed domain name is governed by detailed, current and updated "Terms and Conditions" which establish a legitimate contractual relationship between Respondent and its users. Finally, Respondent asserts that it has neither registered nor is using the disputed domain name in bad faith since (1) Respondent operates in the niche "kinky/fetish" market, which caters for adult fantasies rather than conventional romantic relationships and the characteristics of Respondent's website are functionally distinct from those of Complainant with no intention of attracting users through confusion, (2) the age of the disputed domain name's registration in 2019 and its active use for more than six years demonstrate that the investment made in developing the platform thereunder, acquiring users and maintaining the technology was intended to generate a legitimate commercial interest and in no case was based on an opportunistic intention to sell the disputed domain name to Respondent or to disrupt its business, and (3) the use of the word "swipe" in the disputed domain name reflects the descriptive nature of the functionality of the website thereunder and is not an attempt to take advantage of the reputation of Complainant's SWIPE trademark.

## **6. Discussion and Findings**

Under paragraph 4(a) of the Policy, Complainant carries the burden of proving:

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

## **A. Identical or Confusingly Similar**

First, 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 Complainant's SWIPE 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.

Complainant has shown rights in respect of its SWIPE trademark for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.2.1. Also, the entirety of such trademark is reproduced within the disputed domain name, simply added by the term "kinky". Accordingly, the disputed domain name is confusingly similar to Complainant's SWIPE trademark for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.7. Although the addition of other terms (here, the term "kinky") 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 Complainant's SWIPE trademark for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.8.

The Panel, therefore, holds the first element of the Policy has been established.

## **B. Rights or Legitimate Interests**

Second, paragraph 4(c) of the Policy provides a list of circumstances in which 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.

The Panel notes that the case at hand is characterized by the involvement of the term "swipe" which forms part of both Complainant's SWIPE trademark, here exclusively, as well as of the disputed domain name <kinkyswipe.com>, with a second dictionary term "kinky". When it comes to finding rights or legitimate interests in a disputed domain name based on its dictionary or descriptive meaning, UDRP panels agree that the disputed domain name should be genuinely used, or at least demonstrably intended for such use, in connection with the relied upon dictionary meaning and not to trade off third-party trademark rights. [WIPO Overview 3.0](#), section 2.10.1.

In this context, Complainant basically argues that the disputed domain name was registered a significant number of years after Complainant started using the SWIPE trademark and gained registered rights therein. However, it appears from the case file that Complainant had applied for several SWIPE trademarks e.g. in 2015 already, but acquired registered rights therein just about the very period of time when the disputed domain name was registered by Respondent on January 8, 2019 (see Section 4 above), that is to say only shortly before or even after that date. For the existence of significantly earlier and well reputed SWIPE trademarks rights (e.g., by way of secondary meaning through intensive use since as early as 2013), Complainant has not submitted any supportive evidence. Moreover, Complainant has brought forward that it has not granted Respondent any permission to register the disputed domain name containing the term "swipe" as it is reflected in Complainant's SWIPE trademark and that, at the time of registering the disputed domain name in 2019, Respondent would have known that it had no legitimate rights in Complainant's SWIPE trademark and, therefore, no rights to use this trademark in the disputed domain name or within the content thereof. In reply thereto, Respondent argues that it has operated since 2019 a fully functional adult entertainment platform with an active user base, processing legitimate payments via recognized payment

gateways and governed by detailed, current and using updated “Terms and Conditions” which establish a legitimate contractual relationship between Respondent and its users. (The Panel would note, however, that this fact does not answer the question of the overlap of the term comprising the trademark and the disputed domain name.) Moreover, given the nature of the business under the disputed domain name, e.g., the operation of a sort of an online dating platform in the adult services industry, it can be held that the term “swipe” is used by Respondent in connection with its relied upon dictionary or descriptive meaning, e.g., “moving one’s finger across a touchscreen to activate a function”. It so remains for the Panel to decide if Respondent’s business as described above is of a good faith nature (see paragraph 4(c)(i) of the Policy) and not to trade off Complainant’s SWIPE trademark rights (see [WIPO Overview 3.0](#), section 2.10.1). Here, the Panel is not convinced – neither on the basis of the facts brought before it nor according to independent Internet research undertaken within the limited general powers of the Panel set forth by paragraph 10 of the Rules – that the reputation of Complainant’s SWIPE trademark is significant to a level that this fact alone allows it to conclude that Respondent in using the term “swipe” in the disputed domain name did so with the intention to unduly profit from such reputation. It is interesting enough in this context to realize that Complainant itself has provided evidence with respect to reputation which its TINDER brand and trademark enjoys, not so, however, its SWIPE trademark which is in dispute here; e.g., Complainant has submitted a study of February 2025 published by “www.theknot.com” on the best dating apps for marriage, which references Complainant’s TINDER platform without any mentioning of Complainant’s SWIPE trademark – accepting that the publication frequently uses the verb “to swipe” in its very dictionary meaning, such as in the heading which reads: “These stats and real couples’ stories will make you want to start swiping.” Against this background, the Panel takes the view that Complainant did fail to make out a prima facie case that Respondent – in using the term “swipe” as part of the disputed domain name – attempted to trade off Complainant’s SWIPE trademark rights, and so did not satisfy the second element of the Policy. The Panel is aware that there is a reasonable inference that Respondent sought to play off of the dual meaning of the term “swipe” as both a trademark and for its descriptive qualities; to definitively prove, however, that Respondent did so by intending to create a likelihood of confusion with Complainant’s trademark would require significantly more evidence and discovery than is available here.

### **C. Registered and Used in Bad Faith**

Given that the burden of proof is on Complainant with respect to all three elements under the Policy, the Panel need not necessarily assess whether or not the disputed domain name was registered and is being used in bad faith; however, for the sake of completeness and in order to render a sound and just decision, the Panel will nevertheless comment thereon.

Having said so, 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 this context, the Panel notes that Respondent has been using the disputed domain name since its registration in 2019 to operate a serious business thereunder, namely a website at “www.kinkyswipe.com” used for adult entertainment services with characteristics similar to a dating platform; different to Complainant’s TINDER platform, however, Respondent’s business aims at Internet users who are not necessarily interested in serious relationships, but who belong to an online adult community, willing to have a pretty “straight forward” sexual approach when it comes to meeting people. Against this background, Respondent correctly argues to operate in a somewhat different market segment than Complainant. Also, it is undisputed between the Parties that (1) Respondent uses – as a brand – the combined term “kinkyswipe”, but apparently not the isolated term “swipe” as it forms part of Complainant’s SWIPE trademark, (2) the term “swipe” as it is included the disputed domain name is descriptive of the businesses which both Parties undertake, and, thus, is used each in connection with the relied upon meaning, (3) Complainant did not sufficiently demonstrate that Respondent attempted to trade off Complainant’s SWIPE trademark rights when registering and using the disputed domain name, especially failed to demonstrate particular reputation of its SWIPE trademark at the time when the disputed domain name was registered, and (4) Respondent apparently never approached Complainant (or a third party) with an offer to sell the disputed domain name.

Certainly, the Panel is aware of the fact that the Parties are involved in a complex trademark dispute on a likelihood of confusion between Complainant's SWIPE trademark and the term "kinkyswipe" as included in the disputed domain name and for which Respondent undertook to acquire registered trademark rights, e.g., with the EUIPO, but so far failed. Respondent's losing a trademark opposition proceeding, however, cannot ipso facto be equated with a finding of bad faith acting as prescribed by the Policy.

Against this background, the Panel holds that Complainant has also failed to establish that the disputed domain name was registered and is being used by Respondent in bad faith, and that, therefore, the third element of the Policy has not been established, either.

## **7. Decision**

For the foregoing reasons, the Complaint is denied.

However, there is no reason for the Panel to find for Reverse Domain Name Hijacking since the case was not as hopeless as that it could not have succeeded under the UDRP, yet not on the basis of the facts bought before this Panel.

*/Stephanie G. Hartung/*

**Stephanie G. Hartung**

Sole Panelist

Date: December 15, 2025