

ADMINISTRATIVE PANEL DECISION

South African Bankers Services Company Proprietary Limited v.

Zouhair Bairouk, ZouhaieInvest

Case No. D2025-5203

1. The Parties

The Complainant is South African Bankers Services Company Proprietary Limited, South Africa, represented by Spoor & Fisher, South Africa.

The Respondent is Zouhair Bairouk, ZouhaieInvest, Morocco.

2. The Domain Name and Registrar

The disputed domain name <payshap.com> is registered with TotallyDomain LLC (the “Registrar”).

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on December 12, 2025. On December 12, 2025, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On December 15, 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 December 16, 2025, providing the registrant and contact information disclosed by the Registrar, confirming that the Center would use certain additional registrant information provided by the Registrar for notification of the Complaint.

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 December 18, 2025. In accordance with the Rules, paragraph 5, the due date for Response was January 7, 2026. The Response was filed with the Center on December 19, 2025.

The Center appointed Andrew D. S. Lothian as the sole panelist in this matter on December 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, trading as PayInc, is a South African company with an address in Johannesburg, Gauteng, South Africa, and is the largest automated payments clearing house in Africa and the core interbank payments infrastructure provider for South Africa. The Complainant handles the switching, clearing, and settlement process for customer payments between bank accounts. It is 50 per cent owned by the South African Reserve Bank, being the central bank of South Africa, with the remainder of its shares owned by major South African banks.

The Complainant developed an instant, real-time, low-value payments system which enables users to make payments using their mobile number as an identifier. Said system was launched on March 13, 2023, under the trademark PAYSHAP, an invented term referencing the verb for payment together with the South African slang term “shap”, meaning “okay” or “all good”. It has been adopted by all 14 major banks in South Africa, and the Complainant produces evidence showing that it had completed settlements of ZAR 356 billion (approximately USD 21 billion) by July 29, 2025, across some 411 billion transactions. The Complainant registered the domain name <payshap.co.za> on June 9, 2022, and uses this for an official website, which received 24,630 visits in November 2025, being the month in which the disputed domain name was registered.

The Complainant is the owner of three South African registered trademarks for a stylized word and device mark, the latter consisting of the lower-case word “payshap” in a stylized orange sans serif typeface with the “shap” element in bold, accompanied by a series (in order) of three, two, and three orange dots organized into oblique lines, all on a dark purple background. Said marks are:

South African Registered Trademark Number 2022/22579, with effective registration date of July 25, 2022, in Class 9;

South African Registered Trademark Number 2022/22580, with effective registration date of July 25, 2022, in Class 36; and

South African Registered Trademark Number 2022/22581, with effective registration date of July 25, 2022, in Class 42.

A disclaimer is provided for each of said marks of any exclusive use of the word “pay” separately from the mark, and the applicant in each case admitted that each such mark would not debar others from the bona fide descriptive use in the ordinary course of trade of the word “sharp”.

The Complainant has conducted multiple Internet searches for the mark PAYSHAP, providing evidence that an Internet search for said mark using a virtual private network server based in Morocco (being the Respondent's jurisdiction), time-limited to results pre-dating November 21, 2025 (being the registration date of the disputed domain name), shows that the first five pages of results relate exclusively to the Complainant's offering. The Complainant provides evidence showing that the same occurs for searches run from South Africa, United States of America, United Kingdom, Brazil, and India. The Complainant also provides evidence that it asked the artificial intelligence powered natural language query engine ChatGPT what the term “payshap” was associated with prior to said date, whereby it received the answer that said term was primarily associated with a real-time digital payment system in South Africa. A follow-up question as to whether the term had any other meaning prior to said date produced the response that the term was “overwhelmingly associated with the South African digital payment system”. (See below as to the specific prompts and answers.) The Complainant notes that no results for other brands or marks were generated in

corresponding searches on the WIPO Global Brand Database and TMView databases, which it says demonstrate its exclusivity in the term.

The Panel notes that all of the above searches and results are properly annexed as evidence to the Complaint.

The Complainant provides evidence that the PAYSHAP mark has received extensive official coverage, reporting and discussion, including in an International Monetary Fund study into payment systems dated June 27, 2025,¹ a 2023 report named “State of Inclusive Instant Payment Systems in Africa” (known by its abbreviated form “SIIPS 2023” produced in conjunction with the World Bank Group, a G20 report dated September 2025, relating to payment systems in India and Africa, and articles in Investing.com and Bloomberg dating from 2023 and 2024 respectively. The Complainant also evidences the fact that its payment system was covered at launch in March 2023 by Agence Ecofin, an agency which focuses on French-speaking African countries including Morocco, where the Respondent is based. The Complainant also provides evidence that it has invested ZAR 121 million (approximately USD 7 million) in marketing spend on the said mark, including conducting extensive marketing campaigns across social media to boost engagement, awareness, and brand sentiment, producing a “spike” in website visits in June 2025.

The disputed domain name was registered on November 21, 2025. It redirects to an aftermarket domain name sales page offering it for sale for USD 10,277, on which it is capitalized as “PaysHap.com”. The Respondent is a domain name investor whose LinkedIn page states that it helps companies and startups secure powerful, premium brand domain names, specializing in acquiring, developing, and selling high value “.com” domain names that strengthen brand identity and boost business growth. Said entry notes the Respondent’s experience as “Domain invest” with the “Arab Domain Academy” since January 2019.

According to an email from “www.dropcatch.com” to the Respondent’s email address produced by the Respondent, the disputed domain name (capitalized as “PaysHap.com”) was acquired at auction by the Respondent for USD 444 on November 25, 2025, at 10:05 pm (time zone not specified). An entry produced by the Complainant from “www.namebio.com”, which lists domain name sales, also notes that the disputed domain name (in this case, not capitalized and appearing as <payshap.com>) was purchased for USD 444 at DropCatch on November 25, 2025.

The Respondent posted on “X” (formerly “Twitter”), at 11:51 pm (time zone not specified) on November 25, 2025, stating, “PaysHap.com is now available! / A strong, brandable name perfect for fintech, payments, and digital services. / Interested in acquiring it? / [Respondent’s email address]. The Respondent included a logo consisting of the letters “PH” beneath which was a stylized representation of the disputed domain name, capitalized as in the wording of the post. Said post tagged some eight “X” accounts, the first of which was the official account of the Complainant, “@PayShapSA”, and the sixth of which was the official World Bank account. Even if allowance is made for possible time differences caused by different time zones which might be represented in the above timings, said post was made within hours of the emailed notification of the successful execution of the Respondent’s purchase of the disputed domain name at auction.

The Respondent posted again on “X” at 6:00 pm on November 26, 2025, stating, “PaysHap.com is now FOR SALE. / Premium FinTech domain. PAY + HAPPY. / Category Killer name ready for a unicorn. / DM [send direct message] for pricing. [Respondent’s email address]”. This post did not tag any other “X” user accounts but used the hashtags “#PaysHap #DomainForSale #FinTechInvesting”.

The Respondent posted on “X” at 6:18 pm on November 27, 2025, stating, “PaysHap.com For Sale!”. This post again tagged the Complainant as its first tag, followed by an unknown account named “@payshap07”, an African merchant payment system known as “PayStack”, Standard Bank ZA of South Africa, Standard Bank Art Lab (a South African art project, seemingly connected to said Standard Bank ZA), Standard Bank Eswatini (apparently the Eswatini affiliate of Standard Bank ZA), Absa Group (a South African financial

¹ The Complainant stated that this report was dated July 2025, but the extract provided in the Complainant’s documentary annexes was not dated, so the Panel confirmed the actual date via the official website of the International Monetary Fund.

services provider), CapitecBankSA (a South African bank), and African Bank (a South African financial services provider). The Complainant says that ABSA Bank, Standard Bank, African Bank, and Capitec Bank all use the Complainant's payment system. This is confirmed by the Complainant's Internet search for "payshap" conducted via the Morocco virtual private network, which points, *inter alia*, to the websites of each of said banks.

On or about December 5, 2025, the Respondent posted on LinkedIn, "Say goodbye to complicated payments! / PaysHap.com makes online transactions fast, secure, and effortless. / Start paying smarter today!". Said post tagged "Pièces auto" as the first tag, being an apparently defunct vehicle parts supplier from Côte d'Ivoire. According to an entry from the Internet Archive "Wayback Machine", this entity appears to have been the previous registrant of the disputed domain name. The next tags were for the Complainant, followed by an entity named "Pay Shepherd", and finally, a separate tag again for the Complainant. Said post was accompanied by a graphic featuring the disputed domain name in the Respondent's chosen capitalization together with the words "Global Payments", "Security", and "Ease of Use".

Following the issuing of a cease-and-desist notice to the Respondent by the Complainant's representative on December 1, 2025, the Parties exchanged messages on LinkedIn. During said exchange, the Respondent stated "If your client has an interest in acquiring the domain, I am open to discussing a possible transfer," thus attempting to negotiate a sale of the disputed domain name to the Complainant in its response to the Complainant's inquiry, which sought to ascertain if the Respondent had received said cease-and-desist notice but did not invite such negotiations. The Respondent subsequently offered a discount on the price of the disputed domain name as part of a mutual settlement. The Complainant's representative indicated that it might be prepared to settle the Respondent's out-of-pocket expenses incurred in its acquisition of the disputed domain name only, but this was rejected by the Respondent.

The Complainant produces evidence showing that if a question is asked of ChatGPT (described above) as to whether registering the disputed domain name could risk infringing third party trademark rights, the response is that there is a real, existing payment service called "PayShap" [the Complainant's brand and service], that trademark law applies to domain names, and that if the disputed domain name is actively used in connection with payment services or any overlapping services, the registrant might be on the receiving end of various actions by the Complainant, including a complaint under the Policy, also noting that the risk increases dramatically if the disputed domain name is used with such overlapping services.

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 entirety of the verbal element of the Complainant's registered mark is reproduced within the disputed domain name, whereby the disputed domain name is identical to the mark for the purposes of the Policy, adding that stylized or figurative elements are largely disregarded for such an assessment.

Noting that the Respondent is a domain name investor, the Complainant submits that while buying and selling domain names for their semantic value as generic terms may be perfectly bona fide in the abstract, it is not legitimate to acquire domain names with a view to taking advantage of a trademark, including for the purpose of selling a domain name to a trademark owner or its competitor for valuable consideration in excess of the domain name investor's out-of-pocket costs, adding that the Complainant contends the latter to have been the Respondent's intention in the present case. The Complainant notes that it has no relationship with the Respondent and that it did not authorize the Respondent to register the disputed domain name.

The Complainant asserts that panels under the Policy have found that domain names identical to a complainant's trademark carry a high risk of implied affiliation. The Complainant states that its registered and unregistered rights predate the registration of the disputed domain name, that the term in the disputed domain name had already become exclusively associated with the Complainant, being a unique, invented term with no semantic dictionary value prior to the registration of the disputed domain name, which had been exposed to the press in the Respondent's jurisdiction. The Complainant adds that a simple Internet search or a question in an AI search would have revealed results exclusively relating to the Complainant, such that it is inconceivable that the Respondent, as an experienced domain name investor, was not aware of the Complainant's mark and the potential for confusion.² (See also below as to the use of such tools.)

The Complainant asserts that there is direct evidence of the Respondent having the Complainant's mark in mind arising from the manner in which the Respondent tagged the Complainant on "X", which the Complainant states can only have been done to bring the disputed domain name to the Complainant's attention so that the Complainant would purchase it, contending that this shows that the Respondent knew of the Complainant's offering and intended to sell the disputed domain name to the Complainant when it was registered.

The Complainant submits that the Respondent's post on X of November 26, 2025, consisting of the "pay + happy" alleged meaning of the disputed domain name, was a contrived, post hoc explanation that does not make grammatical sense as it does not take account of the "s" in the disputed domain name, whereas the disputed domain name represents the Complainant's unique, invented term with no dictionary meaning.

The Complainant contends that the Respondent's post of December 5, 2025 associated the disputed domain name with a service making "online transactions fast, secure and effortless", which the Complainant says is a description of the Complainant's PAYSHAP service, adding that such association of the disputed domain name with the Complainant's area of activity is a recognized indicator of bad faith, and that doing so while tagging the Complainant is an indicator that the Respondent had the Complainant in mind. The Complainant notes that it was tagged as the first entity, which it says indicates the Respondent's primary intentions, and that the others tagged are pretextual as none of them use "payshap" as a brand name but rather have their own names and brands that are different from that of the Complainant. With regard to the Respondent's tagging of the said Côte d'Ivoire business, the Complainant says that it conducted investigations, evidences that it made attempts to contact this entity by SMS and WhatsApp, and has concluded that it has shut down, noting that the disputed domain name had been allowed to lapse, and that the last posting by said entity was nine months ago. The Complainant notes that it is unclear why the Respondent would want to contact a defunct business, and that this is consistent with the Complainant's position that the mark PAYSHAP was exclusively associated with it when the disputed domain name was registered.

The Complainant notes that it did not entertain any suggested purchase of the disputed domain name in the Parties' communications, yet the Respondent offered the disputed domain name for sale in said correspondence in its very first message in the chain. The Complainant adds that the Respondent attempted to justify its position by stating that the disputed domain name represented a descriptive name, which it does not, and that it had referenced multiple entities besides the Complainant. The Complainant concludes that the disputed domain name was registered with the Complainant in mind and with a view to selling the disputed domain name to the Complainant at an amount exceeding out of pocket costs, which cannot confer rights and legitimate interests on the Respondent.

² As per the Complaint: the Complainant's representative asked ChatGPT the following: "Prior to November 21, 2025, who or what was the term "payshap" associated with?" ChatGPT's response was to state: "Prior to November 21, 2025, the term 'PayShap' was primarily associated with a real-time digital payment system in South Africa". The Complainant's representative asked ChatGPT the following follow-up question: "Prior to November 21, 2025, was the term "payshap" associated with anyone else besides the South African payment service?" ChatGPT's response was to state (emphasis added): "Based on available information prior to November 21, 2025, the term 'PayShap' (or 'payshap') was overwhelmingly associated with the South African digital payment system." The Panel also notes that these results are captured and annexed to the Complaint.

The Complainant submits that as the Respondent is a domain name investor, well-versed in the market, it is appropriate to apply an inference of awareness of the mark and/or that the doctrine of willful blindness, as applied to domain name investors, is also apposite, whereby such investors have an affirmative obligation to avoid the registration of trademark-abusive domain names, and that panels under the Policy will look to the facts of the case to determine whether suitable good faith efforts have been undertaken to screen registrations for that purpose. The Complainant asserts that the Respondent has failed to fulfill such affirmative obligation, and that even a cursory Internet search for “payshap” (using AI or otherwise, conducted from Morocco or otherwise) would have confronted the Respondent with the reality that such term is exclusively associated with the Complainant. The Complainant states that the Respondent’s allegation that the term did not appear in trademark databases is not dispositive as even a cursory Internet search would have disclosed the Complainant’s exclusive interest whereby no conceivable use of the disputed domain name would not cause confusion, and that turning a blind eye to this constitutes bad faith.

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 and requests that the Complaint be dismissed.

Notably, the Respondent asserts that the disputed domain name was registered in good faith, in that it says that it had no prior knowledge of the Complainant, its business, or its trademark, that the disputed domain name was acquired through a standard drop-catch process for USD 444 reflecting normal market conditions, that the registration was not made to target, exploit, or interfere with the Complainant or any specific entity, and that under established UDRP precedent, the registration of a short, descriptive or “brandable” domain name without intent to target a specific trademark owner does not constitute bad faith.

The Respondent asserts that the Complainant has failed to demonstrate any conduct that would amount to bad faith use under the Policy, in that no website impersonating the Complainant was ever created, no logos, branding, or trade dress of the Complainant were used, no data collection, phishing, or financial services were offered, no attempt was made to confuse Internet users or divert customers, and the disputed domain name remained largely inactive and undeveloped, adding that mere passive holding of a domain name, without evidence of targeting, does not establish such bad faith.

The Respondent states that it engaged in broad, unsophisticated social media outreach, mentioning multiple unrelated companies across different industries, after registration of the disputed domain name, adding that this activity was general and non-targeted, not directed specifically at the Complainant, and not intended to create confusion or misrepresentation. The Respondent acknowledges “a marketing mistake due to limited experience,” but asserts that such conduct does not amount to bad faith targeting under the Policy.

The Respondent says that the term “PayShap” (the Panel specifically notes the Respondent’s choice of capitalization here) is not uniquely associated with the Complainant and is capable of multiple legitimate commercial uses, arguing that evidence shows that similar names and variations are used by multiple entities worldwide, the term is suitable for general payment-related services, the disputed domain name was registered for its inherent brandable value, and not under reference to the Complainant’s trademark. The Respondent contends that this establishes a legitimate interest under paragraph 4(c) of the Policy.

The Respondent submits that the disputed domain name was not registered primarily for the purpose of selling it to the Complainant, adding that the Respondent never initiated contact offering it for sale, that any discussion regarding transfer occurred only after the Complainant contacted the Respondent, and that such post-contact negotiations do not establish bad faith according to Policy precedent.

The Respondent states that before filing the Complaint, the Complainant’s counsel used improper pressure in its communications to the Respondent, namely, statements implying reputational harm by associating the Respondent’s name publicly with “bad faith registration”, repeated insistence on immediate transfer of the disputed domain name, an offer to reimburse only the Respondent’s acquisition cost and a refusal to discuss

fair market value, adding that while the Respondent does not allege misconduct, this context is relevant and undermines the Complainant's claim that the Respondent acted in bad faith.

The Respondent alleges that the Complainant's trademark and operations are territorial and primarily associated with South Africa, whereby its ownership of the corresponding local country code domain name does not automatically confer rights relating to the corresponding ".com" domain name, adding that panels under the Policy have consistently rejected attempts to monopolize globally generic or "brandable" domain names based solely on regional rights.

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 Complainant has established unregistered trademark or service mark rights for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.3.

The Panel notes in passing that the Complainant provided a wealth of documentary evidence relating to its use of the mark PAYSHAP since its official launch, much of which is outlined in the factual background section above. The majority of this consists of the nature and extent of advertising using the mark, and the degree of actual public (e.g., consumer, industry, media) recognition, these being relevant adminicles of evidence demonstrating acquired distinctiveness according to [WIPO Overview 3.0](#), section 1.3. It is notable that a press agency targeting the Respondent's jurisdiction also covered the launch of the Complainant's service, which may be relevant to the second and third element discussions below.

The entirety of the mark is reproduced within the disputed domain name. Accordingly, the disputed domain name is identical to the mark for the purposes of the Policy. [WIPO Overview 3.0](#), section 1.7.

The Panel notes that the trademarks cited by the Complainant are marks which combine word and graphical elements. The Panel is satisfied that the graphical elements, which largely consist of the stylization of the word elements in a particular typeface and weight, are severable from the underlying word elements, such that the latter may be compared to the disputed domain name. The Panel also notes that the Complainant's marks contain a disclaimer in respect of the "pay" element together with a note that the marks would not restrict the use of the term "sharp" in commerce, but nothing turns on this as the scope of protection of the marks is not limited to its stylized elements, and the Second-Level Domain of the disputed domain name reproduces the entirety of the word elements taken together, i.e., it constitutes a representation of the word elements in said marks as a whole. [WIPO Overview 3.0](#), section 1.10.

The applicable Top-Level Domain ("TLD") in a domain name (here ".com"), is viewed as a standard registration requirement and as such may be disregarded under the first element confusing similarity test. [WIPO Overview 3.0](#), section 1.11.1

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, on the basis of its submissions that the Respondent’s intention was to acquire the disputed domain name with a view to taking advantage of the Complainant’s trademark in order to sell the disputed domain name to the Complainant for valuable consideration in excess of the Respondent’s out-of-pocket costs, that the Complainant has no relationship with the Respondent, that the Complainant did not authorize the Respondent to register the disputed domain name, that a domain name identical to a complainant’s trademark, such as the disputed domain name, carries a high risk of implied affiliation, that the Complainant’s registered and unregistered rights predate the registration of the disputed domain name, that the term in the disputed domain name had become exclusively associated with the Complainant before the disputed domain name was registered, that said term is a unique, invented term with no semantic dictionary value existing prior to the registration of the disputed domain name, that said term had been exposed to the press in the Respondent’s jurisdiction, and that a simple Internet search or a question in an AI search would have revealed results exclusively relating to the Complainant, such that it is inconceivable that the Respondent, as an experienced domain name investor, was not aware of the Complainant’s mark and the potential for confusion. The Panel also factors in the Complainant’s submissions and evidence showing that the Complainant was tagged in several of the Respondent’s social media posts promoting the sale of the disputed domain name. The Panel therefore turns to the Respondent’s case in rebuttal.

The essence of the Respondent’s case is that, as a domain name investor, it acquired the disputed domain name at auction without intent to target any specific trademark owner because it is a short, descriptive domain name with inherent “brandable” value, that there is no evidence of the Respondent targeting the Complainant, and on the contrary, that the Respondent engaged in non-targeted, broad, unsophisticated social media outreach, mentioning multiple unrelated companies across different industries, albeit acknowledging “a marketing mistake due to limited experience.” The Respondent’s position is also that the term “PayShap” is not uniquely associated with the Complainant and is capable of multiple legitimate commercial uses, with similar names and variations used by multiple entities worldwide, whereby the term is suitable for general payment-related services, and furthermore that the disputed domain name was registered for its inherent “brandable” value, and not under reference to the Complainant’s trademark. The Respondent’s conclusion is that the above establishes a defence in terms of paragraph 4(c) of the Policy.

The fundamental problem with the Respondent’s case is that the evidence before the Panel indicates that, with the exception of the largely unknown and apparently defunct business that was the previous registrant of the disputed domain name, the term PAYSHAP is a coined term that uniquely references the Complainant’s trademarks and widely known eponymous payment system which benefits from a significant Internet footprint and substantial public recognition. In the face of this, the Respondent’s apparent assertion from its social media post of November 26, 2025, that the disputed domain name (capitalized as “PaysHap.com”) is intended to be a combination of “PAY + HAPPY” is not remotely credible.

First, the Respondent's alleged combination misses out the letter "s" in the disputed domain name. Secondly, it cannot be overlooked that any "hap" element in the disputed domain name would not be a recognized abbreviation for "happy" as the Respondent appears to suggest, and would not be seen as such by any Internet user. Thirdly, any such assertion must be balanced against the weight of evidence supporting the strength of the Complainant's registered and unregistered PAYSHAP trademarks. The disputed domain name is identical to the Complainant's mark when read as a whole, and it does not consist of or represent any dictionary phrase combining "pay", or even "pays", with "happy". It must be noted that a domain name that is identical to a complainant's trademark carries a high risk of implied affiliation.

[WIPO Overview 3.0](#), section 2.5.1.

The Respondent's characterization of the disputed domain name as a "brandable" term is not adequately explained by it, and the Panel does not know what the Respondent means by this particular description. It may be that the Respondent, being a domain name investor, is of the view that a "brandable" term means something that might lend itself to use as a commercial brand, which the Respondent is entitled legitimately to resell to an interested party. However, as this Panel recently noted in *SonarSource SA v. Hasan Kibar*, WIPO Case No. [D2025-3938](#), it is of the view that such activity would only be permissible insofar as the alleged "brandable" term does not cut across existing trademark rights.

In any event, mere arguments that a domain name corresponds to a dictionary (or even "brandable") term /phrase will not necessarily suffice in an analysis under the Policy. In order to find rights or legitimate interests in a domain name based on such claimed meaning, the domain name cannot trade off third-party trademark rights. Here, as outlined above, the disputed domain name does not contain a dictionary term or phrase (on the contrary, it represents the Complainant's specific coined term taking the word "pay" and juxtaposing it with a South African slang term), while the Respondent's asserted phrase "pay(s) hap(py)" does not have any conceptual meaning. In terms of the requirement for it not to cut across third party trademark rights, it is of considerable significance that, shortly after winning the auction for the disputed domain name (whatever minor delay might be allowed for in local time differences), the Respondent advertised the disputed domain name for sale on social media, specifically choosing to tag the Complainant as the initial user account tagged. While the Respondent characterizes this as non-targeted, broad, social media outreach, which allegedly mentions multiple unrelated companies across different industries, it is highly significant that of all the tags of existing businesses that it selected only the Complainant's tag (excluding the "SA" for South Africa) represents an exact match for the term in the disputed domain name, and such tag is used as the first such tag chosen, indicating that it was in the forefront of the Respondent's mind. Many of the other tags used, notably in the post dated November 27, 2025, in any event represent South African banks which are users of the Complainant's payment system.

Indeed, it is of some significance that there appears to be a distinct South African emphasis in the banks tagged by the Respondent in the post of November 27, 2025, rather than any reference to banks elsewhere in the world, or even elsewhere in Africa (Eswatini excepted) given the notoriety of the Complainant's payments service in the South African banking system. In the Panel's view, the Respondent's particular choice of tags speaks volumes, and the presence of some tags besides that of the Complainant is insufficient to support the Respondent's assertion that it was making a generalised, non-targeted sales campaign. Given the Complainant's exclusive use of the term, at least on the evidence before the Panel, the other tags appear most probably to be included for pretextual reasons and/or as something of a smokescreen to disguise the fact that the Complainant is the primary (and, on the balance of probabilities, the exclusive) target of the communications.

The Respondent produces what appears to be a list of domain names which it may be offering for sale via "www.afternic.com" although it does not expressly discuss this or suggest any conclusions that the Panel might reach from it. The list states that it contains 82 domain names, although only 23 are displayed. Of these, the vast majority do represent combinations of dictionary words. Without any specific discussion or explanation from the Respondent, however, the Panel does not consider that there is any significance in the list. The presence in a list of registered domain names of some containing dictionary word/phrases does not necessarily or automatically mean that the disputed domain name itself consists of such a phrase, or that this is what the Respondent most probably intended. The Panel's analysis of the composition of the disputed

domain name outlined above, coupled with the weight of evidence from the Respondent's social media posts swiftly promoting the sale of the disputed domain name principally to the Complainant, the owner of a coined term that is an exact match for the disputed domain name, suggests otherwise. It is possible that the Respondent might have been attempting to make a case along the lines of [WIPO Overview 3.0](#), section 2.10.1, whereby the Panel may consider whether a respondent has registered and legitimately used other domain names containing dictionary words or phrases in connection with the respective dictionary meaning but, as indicated by that section, the Panel must also factor in the status and fame of the relevant mark, which is substantial in this case.

The Respondent also provides a list of domain names from a tool named "All Registered Domain Names" containing the term "payshap", numbering 34 in total, with nine being an exact match. The nine exact matches include the Complainant's official domain name and the disputed domain name, and given that only two of these are stated to be active, the Panel presumes that those of the Complainant and Respondent are the active domain names, noting that the Respondent does not explain otherwise. Of the other domain names containing the phrase, there are at least two which are different phrases entirely, namely "payshape" and "payshaper". In any event, the Respondent did not discuss what any of the listed domain names are doing, to whom they belong, and how, or whether, they influenced its thinking in acquiring the disputed domain name. The Panel does not know whether the list is intended to represent what the Respondent describes in its unnumbered list of Annexes as "Public references showing the use of similar or identical terms by multiple unrelated entities", but if so, the list of domain names does not support any such use, nor does it suggest that the term "payshap" is being used (particularly in financial services, given that the Respondent's marketing of the disputed domain name referred to it as being "perfect for fintech") in a manner that does not represent the Complainant's mark.

In all of these circumstances, 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.

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 Respondent acquired at auction the disputed domain name representing an exact match for the Complainant's distinctive trademark. The Respondent then indirectly approached the Complainant by tagging it in social media posts announcing the availability of the disputed domain name for sale almost immediately after it acquired the disputed domain name. While it did tag other entities, none of any established businesses besides the Complainant's tag (excepting the geographic term "SA") represented an exact match for the disputed domain name, many of them were users of the Complainant's system, and there was a notable concentration on South African entities in the second post on "X", which occurred two days after the Respondent's said acquisition. This suggests to the Panel on the balance of probabilities that the Respondent had prior knowledge of the Complainant's mark and acquired the disputed domain name at auction with intent to sell it to the Complainant. The price noted on the website associated with the disputed domain name is in excess of the Respondent's out of pocket costs associated with its acquisition. The Respondent's attempts to characterize the composition of the disputed domain name as a dictionary phrase do not stand up to scrutiny. Equally, its argument that the Complainant's marks are territorially restricted holds no water for present purposes if (as the Panel has found) the Respondent most probably intended to target the Complainant's rights. This is sufficient to constitute registration and use in bad faith in terms of paragraph 4(b)(i) of the Policy.

Although the Respondent denies prior knowledge of the Complainant or any intent to target its rights, and asserts that it registered the disputed domain name on the basis of its alleged value as a non-trademark “brandable” term in connection with its business as a domain name investor, the Respondent’s case regarding its perception of the composition of the disputed domain name is unconvincing for the reasons outlined in the preceding section. Furthermore, it must be noted in particular that the Respondent’s said denials are not accompanied by the certification of completeness and accuracy in accordance with paragraph 5(c)(viii) of the Rules, further undermining the terms of its assertions.

Turning to the Complainant’s case that the Respondent would have been aware that its registration would be identical or confusingly similar to the Complainant’s mark, the Panel notes that where, as here, a term in an auctioned domain name has no obvious dictionary meaning as a word or phrase, a domain name investor is effectively on notice that it may be a trademark comprising a coined term. Panels under the Policy have typically expected such an investor to perform a reasonable degree of due diligence to exclude the possibility that its registration might cut across any such rights, and not to turn a blind eye to their existence. It is notable that while the Respondent shows that it could not find the Respondent’s trademark on its searches in certain trademark-specific databases, it does not appear to have conducted the most basic of Internet searches, or alternatively, as the Complainant indicates, put a basic query to an engine such as ChatGPT, both of which the Complainant shows would have disclosed its interest.

As a general matter, the Panel notes that the specific geographically-targeted, and time-bound search queries and results provided as annexes to the complaint, as well as the specific AI prompts and replies, represent the precise types of evidence that would be expected of a complainant seeking to address potential respondent claims of unawareness and/or descriptive connotations of a mark. On the other hand, a party’s failure to provide specific evidence of such searches/results may undermine the assertion being made.

This apparent absence of basic due diligence in the present case suggests to the Panel that the Respondent was aware of or may indeed have turned a blind eye to the Complainant’s interest in the disputed domain name. It seems strange to the Panel that, as the Response suggests, the Respondent would conduct a trademark search in a variety of comparatively specialized databases without first conducting a much more straightforward Internet search that would have undoubtedly disclosed the Complainant’s interest, whether such search was conducted from the Respondent’s jurisdiction or otherwise. This speaks volumes to the Panel and indicates that the Respondent likely knew of the Complainant’s interest as indicated above. This is also sufficient to constitute registration and use in bad faith within the meaning of the Policy.

Finally, the Panel turns to the Respondent’s assertion that the Complainant’s counsel’s alleged use of improper pressure in its communications to the Respondent undermines the Complainant’s claim that the Respondent acted in bad faith. The Panel considers as a matter of general observation that respondent bad faith under the Policy is primarily affected and/or caused by respondent conduct. The Panel cannot identify any way, at least in the circumstances of the present case if not more generally, that any such respondent conduct could be undermined by subsequent communications with a complainant’s representative. In any event, the Panel has had the opportunity to scrutinize the communications at issue here and finds nothing inappropriate in them. Notably, said counsel’s statement indicating that the Respondent might face its name being publicly associated with a bad faith registration in the event of the Complainant’s success in a complaint under the Policy, and its discussion of the possible future consequences for the Respondent and its business as a domain name investor, strike the Panel as being factually correct and not to any extent improperly coercive.

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 <payshap.com> be transferred to the Complainant.

/Andrew D. S. Lothian/
Andrew D. S. Lothian
Sole Panelist
Date: January 12, 2026