

ADMINISTRATIVE PANEL DECISION

Royal Adhesives and Sealants, LLC v. Костя Пасічник
Case No. D2026-0194

1. The Parties

The Complainant is Royal Adhesives and Sealants, LLC, United States of America (“United States” or “U.S.”), represented by Faegre Drinker Biddle & Reath, United States.

The Respondent is Костя Пасічник, Ukraine.

2. The Domain Name and Registrar

The disputed domain name <eterna-bond.com> is registered with Cosmotown, Inc. (the “Registrar”).

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on January 16, 2026. On January 19, 2026, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On January 22, 2026, 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 (Redacted for Privacy) and contact information in the Complaint. The Center sent an email communication to the Complainant on January 22, 2026, providing the registrant and contact information disclosed by the Registrar, and inviting the Complainant to submit an amendment to the Complaint. The Center received communication from the Respondent on January 22, 2026, and the Complainant requested that the proceeding be suspended on January 27, 2026. The proceedings were suspended until February 27, 2026, and reinstated on March 2, 2026. The Complainant filed an amendment to the Complaint on March 2, 2026.

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 March 3, 2026. In accordance with the Rules, paragraph 5, the due date for Response was March 23, 2026. The Respondent did not submit any response. Accordingly, the Center notified the Commencement of Panel Appointment Process on March 25, 2026.

The Center appointed Pablo A. Palazzi as the sole panelist in this matter on April 1, 2026. 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 manufactures adhesives and sealants, including its ETERNABOND roof repair tape often used on recreation vehicles. The Complainant distributes its ETERNABOND tape in a variety of dimensions to retail vendors in the United States.

The Complainant is the owner of the United States Trademark registrations for ETERNABOND, including:

- Registration No. 7,464,074 (registered July 30, 2024)
- Registration 4,587,432 (registered August 19, 2014, for design version of the trademark) and,
- Registration No. 4,865,354 (registered December 8, 2015) for ETERNABOND RVSEAL (standard characters).

The Complainant also owns the domain name <eternabond.com>, which it registered in 1999. Although it previously associated a website with that domain name, it currently redirects visitors to the <hbfuller.com> website, which publishes information about the ETERNABOND products on second level domain pages.

The disputed domain name was registered on January 3, 2025. The disputed domain name is currently not active. However, at that time of filing the Complaint, it was used in connection with the Amazon Associates affiliate marketing program and resolved to a website that displayed the Complainant's trademark, purporting to be the official website of the Complainant, with the wording "Discover Eternabond's innovative sealing solutions on our official website" in the "About us" section of the website.

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.

B. Respondent

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

On January 22, 2026, the Respondent submitted an informal Response to the Center by email. The Respondent stated that the disputed domain name <eterna-bond.com> was registered and used solely in connection with the Amazon Associates affiliate marketing program and denied any bad faith intent at the time of registration or thereafter. The Respondent further acknowledged the Complainant's trademark rights and indicated willingness to transfer the disputed domain name to the Complainant.

The Center notified the parties that the proceeding could be suspended upon the Complainant's request to allow settlement negotiations, failing which the proceeding would continue. No agreement was reached between the Parties.

6. Discussion and Findings

A. Procedural Consideration – Respondent’s location

Under paragraph 10 of the Rules, the Panel is required to ensure that the Parties are treated with equality and that each Party is given a fair opportunity to present its case, and also that the administrative proceeding takes place with due expedition.

The location of the Respondent disclosed by the Registrar appears to be in Ukraine, which is subject to an international conflict at the date of this Decision that may impact case notification, it is therefore appropriate for the Panel to consider, in accordance with its discretion under paragraph 10 of the Rules, whether the proceeding should continue.

The Respondent’s mailing address is reported to be in Ukraine, which is subject to a conflict that may affect delivery of the written notice by postal mail, in terms of the paragraph 2(a)(i) of the UDRP.

The Panel notes that the record shows that a written notice was sent to the address disclosed by the Registrar in its verification.

The Notification of Complaint’s emails were also delivered to the Respondent’s email address, as provided by the Registrar and the Respondent sent an email to the Center explaining the use of the disputed domain name.

The Panel also notes that the Complainant has specified in the Complaint that any challenge made by the Respondent to any decision to transfer or cancel the disputed domain name shall be referred to the jurisdiction of the Courts of the location of the principal office of the concerned registrar. In this case, the principal office of the Registrar of the disputed domain name, Cosmotown Inc, is in the United States of America.

The Panel concludes that the Party allegedly located in Ukraine has been given a fair opportunity to present its case, and so that the administrative proceeding takes place with due expedition, the Panel will proceed to a Decision accordingly.

B. 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 Select UDRP Questions (“[WIPO Overview 3.1](#)”), section 1.7.

The Complainant has shown rights in respect of a trademark or service mark for the purposes of the Policy. [WIPO Overview 3.1](#), 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 3.1](#), section 1.7.

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

C. 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 that 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 3.1](#), 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.

The Respondent submitted an email acknowledging that the disputed domain name was used in connection with the Amazon Associates affiliate marketing program. In accordance with [WIPO Overview 3.1](#), section 4.8, which expressly authorizes panels to undertake limited independent research, including visiting the Internet Archive (archive.org) to obtain evidence of a website’s historical content, the Panel accessed the archived records of the website associated with the disputed domain name and was able to verify its use and content during 2025 and the first week of January 2026.

The Panel finds that the Respondent lacks rights or legitimate interests in the disputed domain name. While it is well established that resellers and distributors may in certain circumstances demonstrate a legitimate interest in a domain name incorporating a third-party trademark - provided they satisfy the cumulative requirements of the so-called *Okidata* test, *Okidata Americas, Inc. v. ASD, Inc.*, WIPO Case No. [D2001-0903](#) - the Respondent in the present case fails to meet that standard.

As summarized in [WIPO Overview 3.1](#), section 2.8.1, a respondent invoking the *Okidata* framework must demonstrate, among other things, that it is genuinely offering the trademarked goods or services, that the website is dedicated to those goods or services, and - critically - that the website accurately and prominently discloses the registrant’s relationship with the trademark holder. This last requirement is of particular importance where, as here, the disputed domain name incorporates the Complainant’s mark in its entirety, thereby inherently suggesting an official affiliation or sponsorship. Prior UDRP panels have held that such an implication may be overcome only through clear and conspicuous language on the associated website that negates any suggestion of authorization. See [WIPO Overview 3.1](#), sections 2.5.1, 2.5.2, and 2.8.1.

The Respondent’s website falls materially short of this disclosure requirement. As confirmed by the Panelist’s review of the archived version of the website at the disputed domain name via the Wayback Machine (archive.org), the only disclosure appearing on the website was a footer notice identifying the site as a participant in the Amazon Associates affiliate program and bearing a copyright notice in the name “ETERNABOND TAPE RV.”

Nowhere on the website does the Respondent identify itself as the operator of the site, nor does it clarify that the website is independent from and unauthorized by the Complainant. The website displays the ETERNABOND mark prominently, further reinforcing the impression that the site is sponsored or endorsed by the Complainant. The overall presentation of the website - incorporating the mark in the domain name, reproducing it visibly on the site (in the word version as well as the stylized version of the ETERNABOND in two colors), and offering no attribution to an independent operator - leaves Internet users with a false perception of affiliation that the Respondent makes no effort to correct.

Accordingly, the Respondent fails the *Okidata* test, and the Panel concludes that the Complainant has satisfied the second element of the Policy. Furthermore, noting that the disputed domain name consists of the Complainant’s trademark plus a hyphen, the Panel finds that it carries a risk of implied affiliation.

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

D. 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.

The Panel finds that the Respondent registered and used the disputed domain name in bad faith within the meaning of Policy paragraph 4(b)(iv). The record establishes that the Respondent was fully aware of the Complainant and its ETERNA BOND trademark at the time of registration, as evidenced by the fact that the disputed domain name incorporates the Mark in its entirety and the associated website was dedicated to promoting and selling the Complainant's own products.

A review of the website archived at the Wayback Machine (archive.org), conducted by the Panelist¹, revealed that the footer of the website at the disputed domain name read as follows: "Eterna-bond.com is part of the Amazon Services LLC Associates Program, an affiliate advertising program designed to allow sites to earn advertising fees by linking to Amazon.com. Copyright © 2026 - ETERNABOND TAPE RV."

This disclosure is legally insufficient under the standard set forth in *Oki Data Americas, Inc. v. ASD, Inc.*, WIPO Case No. [D2001-0903](#), which requires that a respondent operating an unauthorized reseller or affiliate site must, inter alia, accurately and prominently disclose its relationship - or lack thereof - with the trademark holder. The Respondent's footer notice failed entirely to identify the operator of the website or to clarify that the site was neither owned nor authorized by the Complainant. As a result, Internet users visiting the disputed domain name were left with the false impression that the website was sponsored by, affiliated with, or endorsed by the Complainant.

By incorporating the trademark in the disputed domain name without authorization and by operating a commercially oriented website that exploited the resulting likelihood of confusion, the Respondent intentionally attempted to attract Internet users for commercial gain through confusion as to the source, sponsorship, affiliation, or endorsement of the website and the products promoted therein. This conduct falls squarely within the bad faith circumstances enumerated in Policy paragraph 4(b)(iv).

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 <eterna-bond.com> be transferred to the Complainant.

/Pablo A. Palazzi/

Pablo A. Palazzi

Sole Panelist

Date: April 15, 2026

¹ <https://web.archive.org/web/20260117003854/https://eterna-bond.com/about/>