

## **ADMINISTRATIVE Panel DECISION**

Microsoft Corporation v. isidro Morell Melendez, dragon  
Case No. D2026-0900

### **1. The Parties**

Complainant is Microsoft Corporation, United States of America (“United States”), represented by Edward Nathan Sonnenbergs Inc., South Africa.

Respondent is isidro Morell Melendez, dragon, United States.

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

The disputed domain names <dragons-softwares.com>, <dragons-stores.com>, and <dragons-supports.com> (hereinafter the “Disputed Domain Names”) are registered with GoDaddy.com, LLC (the “Registrar”).

### **3. Procedural History**

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on March 2, 2026 as regards the Disputed Domain Name <dragons-supports.com>. On March 2, 2026, the Center transmitted by email to the Registrar a request for registrar verification in connection with the Disputed Domain Name. On March 2, 2026, the Registrar transmitted by email to the Center its verification response disclosing registrant and contact information for the Disputed Domain Names which differed from the named Respondent (Registration Private, Domains By Proxy, LLC) and contact information in the Complaint. The Center sent email communication to Complainant on March 3, 2026, 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 March 11, 2026, in which Complainant requested the addition of the domain names <dragons-stores.com> and <dragons-softwares.com> into this proceeding on the ground that they are registered by the same registrant.<sup>1</sup>

The Center sent a request for registrar verification in connection with the additional Disputed Domain Names on March 16, 2026. On March 16, 2026, the Registrar transmitted by email to the Center its verification response confirming that the additional Disputed Domain Names are registered by the Respondent.

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<sup>1</sup>Complainant filed two WIPO Cases: WIPO Case No. [D2026-0917](#) and WIPO Case No. [D2026-0918](#) on March 3, 2026 in relation to the domain names <dragons-stores.com> and <dragons-softwares.com>.

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 March 17, 2026. In accordance with the Rules, paragraph 5, the due date for Response was April 6, 2026. Respondent did not submit any response. Accordingly, the Center notified Respondent’s default on April 7, 2026.

The Center appointed Lawrence K. Nodine as the sole panelist in this matter on April 16, 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**

Complainant, an American multinational technology corporation, is a well-known developer and provider of personal-computer software systems and applications, cloud computing services, video games and other online services, with global operations through its subsidiaries, affiliates and/or licensees.

Complainant acquired ownership of Nuance Communications Inc. (“Nuance”), a leader in conversational AI and ambient intelligence solutions marketed under the trademark DRAGON (hereinafter sometimes the “Mark”) across diverse industries including healthcare, financial services, retail and telecommunications. After its acquisition of Nuance, Complainant continued to develop and market AI-driven productivity and dictation solutions, under the Mark.

Complainant has distributed DRAGON products almost exclusively through Complainant’s official stores and websites and authorized distributors and retailers. According to Complainant’s 2024 Annual Report and other sources linked in the Complaint indicates that DRAGON products are used by more than one billion consumers in around 190 countries across the world.

Complainant owns many trademark registrations for the DRAGON trademark, including:

- Australia Registration No. 737276 (registered on June 19, 1997);
- European Union Trade Mark Registration No. 000524538 (registered March 9, 1999); and
- United Kingdom Registration No. UK00900524538 (registered March 9, 1999).

The Disputed Domain Names <dragons-supports.com> and <dragons-stores.com> were registered on October 2, 2024. The Disputed Domain Name <dragons-software.com> was registered on January 19, 2023.

All three of the Disputed Domain Names resolve to websites (hereinafter sometimes the “Disputed Websites”) that display similar layout and graphics. All three websites display the DRAGON trademark prominently, as well as images of Complainant’s product packaging for software and accessories (such as microphones and headsets), which Respondent offers to sell at deeply discounted prices. The packaging displayed includes images of Complainant’s packaging which, of course, displays the Mark complete with ® symbols.

None of the websites identify the publisher or source of the Disputed Websites and all of the Disputed Websites purport to offer new and genuine DRAGON products or support services. However, each of the Disputed Websites included links to a Privacy Policy that revealed that Respondent was offering used or refurbished software or accessories and that it had no relationship to Complainant:

<dragons-supports.com> Privacy Policy Definitions	“ <b>About product</b> these all are used or refurbished software’s most of them are used or modified software’s”
<dragons-stores.com> Privacy Policy Definitions	“ <b>About Product</b> these all are used or refurbished software’s most of them are used or modified software’s we do not have any relationship with nuance and support provided with us is basically provided via experienced individuals”
<dragons-softwares.com> Privacy Policy Definitions	“ <b>About Products</b> these all are used or refurbished software’s most of them are used or modified software’s we do not have any relationship with nuance and support provided with us is basically provided via experienced individuals”

## 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 Names.

Notably, Complainant contends that Respondent’s substitution of used software or products for the offered new software or products was bad faith “bait-and-switch.”

### B. Respondent

Respondent did not respond to the Complaint.

## 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 Complainant’s trademark and the Disputed Domain Names. WIPO Overview of WIPO Panel Views on Select UDRP Questions (“[WIPO Overview 3.1](#)”), section 1.7.

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 Panel finds the Mark is recognizable within the Disputed Domain Names. Although the addition of other terms here, “s”, “supports”, “stores”, and “softwares”, may bear on assessment of the second and third elements, the Panel finds the addition of these terms does not prevent a finding of confusing similarity between the Disputed Domain Names and the Mark for the purposes of the Policy. [WIPO Overview 3.1](#), section 1.8.

Accordingly, the Disputed Domain Names are 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.

## B. Rights or Legitimate Interests

Paragraph 4(c) of the Policy provides a list of circumstances in which Respondent may demonstrate rights or legitimate interests in a domain name.

Although the overall burden of proof in UDRP proceedings is on 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 Respondent. As such, where a complainant makes out a prima facie case that Respondent lacks rights or legitimate interests, the burden of production on this element shifts to Respondent to come forward with relevant evidence demonstrating rights or legitimate interests in the domain name (although the burden of proof always remains on Complainant). If Respondent fails to come forward with such relevant evidence, Complainant is deemed to have satisfied the second element. [WIPO Overview 3.1](#), section 2.1.

Having reviewed the available record, the Panel finds Complainant has established a prima facie case that Respondent lacks rights or legitimate interests in the Disputed Domain Names. Respondent has not rebutted Complainant’s prima facie showing and has not come forward with any relevant evidence demonstrating rights or legitimate interests in the Disputed Domain Names such as those enumerated in the Policy or otherwise.

Respondent’s websites purport to offer genuine DRAGON accessories and support services to assist with the DRAGON software, but the Panel finds that Respondent does not qualify for fair use, whether analyzed under the well-trod “Oki Data test” analysis or a more holistic analysis, *Oki Data Americas, Inc. v. ASD, Inc.*, WIPO Case No. [D2001-0903](#), (“Oki data”).

Although the Disputed Domain Names include the Mark in its entirety with an additional letter “s” and other terms, they do not necessarily signal affiliation. Complainant’s well-known trademark is followed by terms — “supports”, “stores,” and “softwares” — all of which are “in between” words that that may or may not signal affiliation with Complainant. In these circumstances “panels would undertake a more robust ‘holistic’ assessment of the factors listed below in section 2.5.2.” [WIPO Overview 3.1](#) section 2.5.1.

The key section 2.5.2 factor relevant to this case is “(iii) whether it is clear to Internet users visiting the respondent’s website that it is not operated by the complainant especially where this is readily apparent from the site look-and-feel and content (which may include the use of a reasonably clear and prominent/visible disclaimer).”

This factor does not favor Respondent because, to use the language of *Oki Data*, Respondent does not “accurately disclose [Respondent’s] relationship with the trademark owner.” The source of the offered goods and services is not disclosed on any of the three Disputed Websites. None of Contact Us pages on any of the three websites leads to information that identifies the source of any of the Disputed Websites. This vacuum of information about the source of the Disputed Websites allows the equivocal implication of affiliation caused by the Disputed Domain Names to persist unclarified. Respondent’s effort to remain anonymous is evidence that Respondent meant to pass off as Complainant.

Respondent did not include a prominent disclaimer to disavow an affiliation with Complainant. Instead, it buried in its Privacy Policy pages, disclosures that the software and services it sold were refurbished rather than new and that it was not related to Nuance, which, as noted above, had been acquired by Complainant.

These statements in the Privacy Policy are ineffective as disclaimers because they are not prominent. Hidden as they are, these statements do nothing to clarify Respondent relationship with Complainant or to correct any implication of an affiliation with Complainant. Not only are these buried “disclaimers” ineffective; they are counterproductive. The effort to hide them shows that Respondent did not want customers to see them and thereby supports an inference that Respondent did not want to correct customers who mistakenly perceived an affiliation with Complainant.

The absence of a disclaimer does not itself show that an Internet visitor would perceive affiliation with Complainant, but it is a relevant factor.<sup>2</sup> The implication of affiliation arises from other facts, starting with the domain name itself, which, in this, as in many cases, ambiguously suggests that the associated website might be affiliated with the trademark owner. The ambiguity creates a risk that consumers will perceive an affiliation with the trademark owner. Where this is so, a respondent claiming fair use has the duty to clarify its relationship with the trademark owner. If, as here, the respondent chooses not to include a prominent disclaimer, or to put it somewhere hard to find, it forgoes the potential benefit of a disclaimer and leaves un rebutted other facts that suggest affiliation.

These Privacy Policy statements also reveal that Respondent is not “actually offering the goods or services at issue.” *Oki Data*. The website displays images of DRAGON branded packaging for software and hardware (such as microphones and headsets). For all that appears, the Disputed Websites purport to offer “new” products, but the Privacy Policy statements disclose that “most of them are used or modified software’s.” This disclosure is so remote that it is effectively hidden.<sup>3</sup> Consequently, Respondent is passing off used or refurbished product as “new”.<sup>4</sup>

It matters not that Respondent started this passing off in the brick-and-mortar world before notice of the dispute. Panels have recognized that passing off, like counterfeiting, is not a bona fide use even when commenced before notice of the dispute. [WIPO Overview 3.1](#), section 2.13.1. Where, as here, the facts that show passing off are admitted and undisputed, it is no defense that the accused conduct is trademark infringement rather than classic cybersquatting. *Nara Aziza Smith v. Vanessa Clarke*, WIPO Case No. [D2025-1839](#) (“an infringing use cannot be bona fide”); *ORIENT EXPRESS v. Nguyen Trong Hanh*, WIPO Case No. [D2025-2528](#). The Panel notes that many of the cases in the long line of *Oki Data* cases involve circumstances where the purported reseller engaged in real brick and mortar transactions before notice of the dispute and was not, therefore, simply a cybersquatter. The consensus view has long been that the Policy applies to such cases, even though the basis for transferring the domain name in such cases is that the purported reseller has not complied with fair use principles, as summarized in *Oki Data* or under more “holistic” analysis. A finding that a reseller is not entitled to fair use protection is finding of trademark infringement even if the cases have not used those words. It is not beyond the scope of the Policy to find that passing off used goods as new goods is not bona fide, even if such conduct arguably is also trademark infringement.

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.

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<sup>2</sup>National courts have generally required disclaimers in cases involving resellers and independent service providers. See, e.g. *Champion Spark Plug Co. v. Sanders*, 331 U.S. 125 (1947) (permitted sale of reconditioned CHAMPION brand spark plugs, provided defendant stamped “Repaired” or “Used” on the plugs and packaging and gave the defendant’s name and address). European courts have adopted similar rules. See *Bayerische Motoren Werke AG (BMW) v. Ronald Karel Deenik*, Case C-63/97 (CJEU 23 Feb 1999) (independent operators can legitimately use trademarks to describe their services and the nature of goods they handle, subject to appropriate disclaimers and avoiding misleading implications about commercial relationships.) and *Portakabin Ltd v. Primakabin BV*, Case C-558/08 (CJEU 2010) (use of original manufacturer’s trademark permitted to sell refurbished portable building permitted provided reseller did not suggest ongoing commercial connection with trademark owner. Clear disclaimers were required to avoid confusion.) See also, *Seagate Technology LLC v. Daichi International*, (024)4 High Court Cases (Del) 265, 2024 SCC OnLine Del 3767 (High Court of Delhi) (in refurbishment case, follows *Champion Spark Plug* and discussing need for full disclosure including disclaimer).

<sup>3</sup>There are no longer links to Privacy Policies on the websites associated with <dragons-stores.com> and <dragons-softwares.com>, which the Panel visited several times between April 25 and 30, 2026.

<sup>4</sup>The Panel acknowledges that there is a legitimate market for the sale of “used” or refurbished products, but only if the seller fully and candidly discloses that the goods are not new and that the seller is not related to the original manufacturer. See, *supra*, note 2.

The Panel finds that Respondent registered the Disputed Domain Names in bad faith. Complainant submits evidence that the DRAGON Mark is well known. “Panels have consistently found that the mere registration of a domain name that is identical or confusingly similar (particularly domain names comprising typos or incorporating the mark plus a descriptive term) to a well-known trademark, and particularly in the case of coined or fanciful marks, can by itself create a presumption of bad faith.” [WIPO Overview 3.1](#), section 3.1.4. When it registered the Disputed Domain Names, Respondent was obviously aware of Complainant and its rights in the DRAGON trademark. It offers to sell Complainant’s products and displays images of them that include ® symbols. This is a sufficient basis to infer actual knowledge of Complainant’s trademark rights. The Panel also finds that Respondent registered the Disputed Domain Names to pass off as Complainant and cause Internet visitors to think that Respondent was affiliated with Complainant.

The Panel also finds that Respondent uses the Disputed Domain Names in bad faith to pass off used or refurbished DRAGON software as new products. In addition, Respondent uses the Disputed Domain Names to pass off as Complainant and mislead Internet visitors to mistakenly believe that support services are rendered by agents affiliated with Complainant. This is bad faith use. [WIPO Overview 3.1](#), sections 3.1.4, and 3.4.

The Panel finds that 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 Names <dragons-softwares.com>, <dragons-stores.com>, and <dragons-supports.com> be transferred to Complainant.

*/Lawrence K. Nodine/*

**Lawrence K. Nodine**

Sole Panelist

Date: April 30, 2026