ARBITRATION
AND
MEDIATION CENTER

WIPO
WORLD
INTELLECTUAL PROPERTY
ORGANIZATION

ADMINISTRATIVE PANEL DECISION
NXC Corp. v. Jacobi Andreas, Andreas Jacobi Freiberuf
Case No. D2026-1390

1. The Parties

The Complainant is NXC Corp., Republic of Korea, represented by KAI International IP Law Firm, Republic of Korea.

The Respondent is Jacobi Andreas, Andreas Jacobi Freiberuf, Germany, self-represented.

2. The Domain Name and Registrar

The disputed domain name <nexon-partners.com> is registered with united-domains AG (the "Registrar").

3. Procedural History

The Complaint was filed in English with the WIPO Arbitration and Mediation Center (the "Center") on April 1, 2026. On April 1, 2026, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On April 8, 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 (Anonymous) and contact information in the Complaint. The Center sent an email communication to the Complainant on April 10, 2026, providing the registrant and contact information disclosed by the Registrar, and inviting the Complainant to submit an amendment to the Complaint. The Complainant filed an amended Complaint in English on April 13, 2026.

On April 10, 2026, the Center informed the parties in German and English, that the language of the registration agreement for the disputed domain name is German. On April 13, 2026, the Complainant confirmed its request that English be the language of the proceeding. The Respondent did not submit any comment on the Complainant's submission.

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 the Respondent in German and English of the Complaint, and the proceedings commenced on April 13, 2026. In accordance with the Rules, paragraph 5, the due date for Response was May 3, 2026. The Respondent sent an email communication to the Center on May 3, 2026. Accordingly, the Center notified the Parties of the Commencement of Panel Appointment Process on May 6, 2026.

The Center appointed Willem J. H. Leppink as the sole panelist in this matter on May 12, 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 following facts, as relevant to the outcome of this decision, are undisputed.

The Complainant is one of the world's largest online game providers. Since its establishment in 1994, it has been engaged in the production, development and operation of various online and mobile games and game items including MapleStory, Dungeon & Fighter, Sudden Attack, and KartRider. The Complainant has also moved into the finance market including virtual currency market through major investments in the Korean cryptocurrency exchange Korbit and the European cryptocurrency exchange Bitstamp, in addition to establishing the online fintech platform Arques. Recently, the Complainant was recognized as a global leader in Virtual Worlds, purchasing approximately USD 100 million worth of bitcoin and accepting a number of cryptocurrency assets for in-game purchases.

The Complainant has various trademark registrations worldwide for the name NEXON, including but not limited to the European Union Trade Mark NEXON (word mark), with number 006077309, with a registration date of March 2, 2011, for a broad array of goods and services in classes 9, 41, and 42.

The disputed domain name was registered on January 22, 2026, and resolves to a parked page of the provider which mentions in German that the disputed domain name was registered at the request of one of the provider's customers.

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, and to the extent relevant for the outcome of this decision, the Complainant contends the following.

The Complainant's NEXON mark has gained global brand recognition as a source identifier for the products and services of its numerous subsidiary companies.

The Respondent and the Complainant are not related in any way. The Complainant has not granted permission to the Respondent to use or register the disputed domain name.

The NEXON mark has been registered worldwide since 2001, which is 25 years earlier than when the disputed domain name was registered.

The Complainant is one of the world's largest online game providers and is recognized as a global leader in game industry. Given the uniqueness and worldwide reach of the Complainant's mark and services, the Respondent was undoubtedly aware of the mark when it registered the disputed domain name.

B. Respondent

To the extent relevant for the outcome of the decision, the Respondent contends the following.

The Respondent consents to the transfer of the disputed domain name to the Complainant. The disputed domain name was registered as part of the name selection process for a planned M&A advisory firm in Munich, Germany. The founders have since selected a different name for their firm in an independent business decision unrelated to this proceeding. As the disputed domain is no longer required, the Respondent consents to its transfer.

The Respondent expressly rejects the Complaint's allegations of bad faith, given these aforementioned intentions. The Respondent's planned business, M&A advisory, has no connection to the Complainant's business fields of online gaming and cryptocurrencies. The Respondent had no intention of selling the disputed domain name to the Complainant, disrupting the Complainant's business, or creating confusion with the Complainant's mark. The relevant target audiences are entirely disjoint.

The Complainant's assertion that the disputed domain name was registered "apparently for the purpose of selling it to the rightful owner" is without any factual basis. The Respondent has never offered the domain for sale and has never contacted the Complainant.

The Respondent requests the Panel to order the transfer on the basis of this consent, without a substantive finding on bad faith.

6. Discussion and Findings

A. Language of the Proceeding

The language of the Registration Agreement for the disputed domain name is German. Pursuant to the Rules, paragraph 11(a), in the absence of an agreement between the parties, or unless specified otherwise in the registration agreement, the language of the administrative proceeding shall be the language of the registration agreement.

The Complaint was filed in English. The Complainant requested that the language of the proceeding be English for several reasons, including the fact that the webpage to which the disputed domain name resolves, would be in English and that as a result it believes that Respondent is sufficiently able to communicate in English. The Panel, however, notes that the webpage to which the Complainant referred and of which a copy was submitted by the Complainant, was not in English, but clearly in German.

The Respondent requested to consider Geman as the language of the proceedings, albeit that it made this request and its rebuttal of the existence of bad faith in communications in flawless English.

In exercising its discretion to use a language other than that of the registration agreement, the Panel has to exercise such discretion judicially in the spirit of fairness and justice to both parties, taking into account all relevant circumstances of the case, including matters such as the parties' ability to understand and use the proposed language, time and costs (see WIPO Overview of WIPO Panel Views on Select UDRP Questions ("WIPO Overview 3.1"), section 4.5.1).

Having considered all the matters above, as well as the fact that the Respondent has consented to the transfer of the disputed domain name, the Panel, to keep it practical and expeditious, determines under paragraph 11(a) of the Rules that the language of the proceeding shall be English.

B. Consent to Remedy

The Complainant has put forward evidence of trademark rights in the mark NEXON, as well as a prima facie case that the Respondent does not have rights or legitimate interests in the disputed domain name that was not rebutted by the Respondent.

However, the Respondent strongly contends that it was not in bad faith when registering the disputed domain name, giving reasons for registering the disputed domain name. Moreover, the Respondent has given its express consent on the record to the transfer remedy sought by the Complainant.

Despite of this, the Parties have not been able to settle their dispute prior to the issuance of a panel decision, using the "standard settlement process".

The Panel does not find it appropriate in this case, to proceed with a substantive decision on the merits of the case. In this regard, the Panel notes that the Respondent does not appear to have been involved in any other disputes under the Policy, and without making a specific determination notes that there is no evidence of egregious bad faith demanding recognition in the record of this proceeding.

In line with WIPO Overview 3.1, section 4.10, the Panel will order the requested remedy, solely on the basis of this consent.

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 <nexon-partners.com> be transferred to the Complainant.

/Willem J. H. Leppink/
Willem J. H. Leppink
Sole Panelist
Date: May 16, 2026