ADMINISTRATIVE PANEL DECISION

Bread Financial Payments, Inc. v. tanakorn dedtaveesub
Case No. D2026-2584

1. The Parties

The Complainant is Bread Financial Payments, Inc., United States of America ("United States"), represented by Porter Wright Morris & Arthur LLP, United States.

The Respondent is tanakorn dedtaveesub, Thailand.

2. The Domain Name and Registrar

The disputed domain name <breadfinancialapply.com> is registered with Realtime Register B.V. (the "Registrar").

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the "Center") on June 12, 2026. On June 15, 2026, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On June 16, 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 (Realtime Register B.V.) and contact information in the Complaint. The Center sent an email communication to the Complainant on June 16, 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 amendment to the Complaint on June 22, 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 June 23, 2026. In accordance with the Rules, paragraph 5, the due date for Response was July 13, 2026. The Respondent did not submit any response. Accordingly, the Center notified the Respondent's default on July 15, 2026.

The Center appointed Catherine Slater as the sole panelist in this matter on July 21, 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 is a company registered in Delaware, United States. It is a wholly owned subsidiary of Bread Financial Holdings, Inc., a publicly traded company founded in 1996. The Complainant was previously known as ADS Alliance Data Systems, Inc. before being renamed to Bread Financial Payments, Inc. in March 2022.

The Complainant is a financial services company whose goods and services are offered throughout the United States (including on-line) and which include banking services, financing and loan services and on-line consumer purchase financing and issuance and financial administration of credit card accounts (including private label and co-branded credit card programs). As of December 31, 2025, the retail deposits held by the Complainant amounted to USD 8.5 billion.

The Complainant is the owner of several trademark registrations including the following:-

- United States Trademark Registration No. 7305646 for BREAD FINANCIAL (word mark), registered on February 13, 2024; and
- United States Trademark Registration No. 7300264 for BREAD FINANCIAL (word mark), registered on February 6, 2024.

The Complainant operates through its primary domain name <breadfinancial.com> which was registered on July 3, 2019.

The disputed domain name was registered on March 7, 2026.

At the date of filing the Complaint, the disputed domain name resolved to a website ("the Respondent's website"), the homepage of which purported to offer consumers the ability to apply for personal loans. The upper left corner of the homepage displayed the heading "BREAD FINANCIAL" and "NYSE:BFH" (which is the Complainant's parent company's trading symbol), it displayed a section inviting consumers to apply for a loan, "POWERED BY BREAD FINANCIAL", displayed repeated references to BREAD FINANCIAL such as "BORROW UP TO $5,000 WITH BREAD FINANCIAL" and contained links to various webpages (within the Respondent's website) which included the heading BREAD FINANCIAL in the top left hand corner and which purport to offer other financial services under headings such as "BREAD SAVINGS" and "BREAD FINANCIAL CREDIT CARDS".

At the foot of the homepage there was a disclaimer which begins,

"Disclaimer: BreadFinancialApply.com is an independent informational website and is not affiliated with, endorsed by, or officially connected to Bread Financial Holdings, Inc., Comenity Bank, or Comenity Capital Bank. All loan products are issued by Comenity Capital Bank, Member FDIC."

According to the Complainant (and the Respondent has not contested), although Comenity Capital Bank is a subsidiary of the Complainant, it does not issue loans to those applying through the Respondent's website.

The homepage contained text links to various documents including a "Terms of Use", which document includes a further disclaimer as follows:-

"Not a Lender:
• We are not a lender, creditor, financial institution, nor are we a representative, broker, or agent of any such entity.

• We do not make credit prequalifications, decisions, or provide loans.
• We neither offer nor solicit to lend.
• Our Site operates as an independent platform, with the primary purpose of connecting you to lenders who may offer loans."

At the date of this Decision, the disputed domain name does not resolve to any active 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.

Notably, the Complainant contends that the disputed domain name is confusingly similar to the Complainant's BREAD FINANCIAL trademark since it consists of that trademark together with the descriptive word "apply".

The Complainant further contends that the Respondent has no rights or legitimate interests in respect of the disputed domain name because the Complainant did not provide any authorization for the Respondent to own or use the disputed domain name, the Complainant has not authorized the Respondent to use its trademark for any purpose and, whether the Respondent is using the disputed domain name for offering loans or collecting personal information (either for identity theft or to sell to third parties), it is using the disputed domain name for commercial gain by misleading customers or potential customers of the Complainant to the Respondent's website.

The Complainant further contends that the disputed domain name was registered and is being used in bad faith because it is clear that the Respondent knew of the Complainant's trademark at the time of registration which is shown by the composition of the disputed domain name and its subsequent use. The Complainant further contends that the disputed domain name is being used to attract consumers to the Respondent's website by creating a likelihood of confusion with the Complainant and its trademarks for commercial gain whether that is by offering loans, collecting personal information for identity theft or selling personal information to third parties.

B. Respondent

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

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 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 BREAD FINANCIAL 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.

Although the addition of other terms here, "apply", may bear on assessment of the second and third elements, the Panel finds the addition of such term does not prevent a finding of confusing similarity between the disputed domain name and the mark for the purposes of the Policy. WIPO Overview 3.1, section 1.8.

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 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 record shows that the Respondent used the disputed domain name to point to the Respondent's website which, by reason of its above-identified content (and which is discussed in more detail below), falsely gave Internet users the impression that it was the Complainant's website or at the very least a website affiliated in some manner with the Complainant. Viewed in conjunction with the choice of the disputed domain name itself which contains the Complainant's distinctive trademark with the addition of a term ("apply") which is relevant to the Complainant's services, the Panel finds that there was an obvious intention to take advantage of the goodwill attaching to the BREAD FINANCIAL trademark. Such use cannot therefore give rise to rights or legitimate interests in the disputed domain name.

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 finds that, at the time of registration of the disputed domain name, the Respondent knew of the Complainant and/or the Complainant's BREAD FINANCIAL trademark. That knowledge is demonstrated by the fact that shortly after registration, the Respondent pointed the disputed domain name to a website that clearly purported to be that of the Complainant (or at least affiliated with the Complainant in some manner) and included reference not only to the Complainant's BREAD FINANCIAL trademarks but also to its parent company's trading symbol and its subsidiary. In short, the Respondent targeted the Complainant by registering the disputed domain name for the purpose of passing off (or at the very least claiming a false affiliation with) the Complainant which, as discussed below, amounts to "bad faith use".

Paragraph 4(b)(iv) of the Policy sets out an example circumstance that amounts to use in bad faith as follows: "by using the domain name, you have intentionally attempted to attract, for commercial gain, Internet users to your website or other on-line location, by creating a likelihood of confusion with the complainant's mark as to the source, sponsorship, affiliation, or endorsement of your website or location or of a product or service on your website or location."

The Panel finds that the Respondent's website gave the impression of belonging to the Complainant or at least being affiliated with the Complainant in some manner. Such impression was created not only through the repeated use of the Complainant's BREAD FINANCIAL trademark for the purpose of offering the same services as the Complainant but also the reference to its parent company's trading symbol and its subsidiary company. The words in the Disclaimer and the Terms of Use (as quoted above) are not sufficient to overcome that impression because they are difficult for Internet users to find and are easily overlooked. Not only that, the Disclaimer even contains a false statement that the loans are issued by a subsidiary of the Complainant. This is a case where the overall circumstances point to the Respondent's bad faith and the mere existence of a disclaimer cannot cure such bad faith. Indeed, the Panel considers the Respondent's use of the disclaimers an admission that Internet users may be confused. WIPO Overview 3.1, section 3.7.

While it is not entirely clear exactly how the Respondent benefitted from the use of the disputed domain name the Panel infers that the use was made for commercial gain whether that was achieved by selling loans, selling the personal information gathered to third party loan providers, identity theft or otherwise. By reason of the foregoing, the Panel finds that the disputed domain name has been used in bad faith in accordance with the circumstance set out in paragraph 4(b)(iv) of the Policy.

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 <breadfinancialapply.com> be transferred to the Complainant.

/Catherine Slater/
Catherine Slater
Sole Panelist
Date: August 4, 2026