# ADMINISTRATIVE PANEL DECISION

Bread Financial Payments, Inc. v. nutnicha thunyaburi
Case No. D2026-3056

## 1. The Parties

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

The Respondent is nutnicha thunyaburi, Thailand.

## 2. The Domain Name and Registrar

The disputed domain name <breadfinancialapp.com> (the "Domain Name") is registered with Ultahost, Inc. (the "Registrar").

## 3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the "Center") on July 10, 2026. On July 13, 2026, the Center transmitted by email to the Registrar a request for registrar verification in connection with the Domain Name. On July 13, 2026, the Registrar transmitted by email to the Center its verification response disclosing registrant and contact information for the Domain Name which differed from the named Respondent (Domain Admin, Ultahost, Inc.) and contact information in the Complaint. The Center sent an email communication to the Complainant on July 14, 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 July 14, 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 July 22, 2026. In accordance with the Rules, paragraph 5, the due date for Response was August 11, 2026. The Respondent did not submit any response. Accordingly, the Center notified the Respondent's default on August 14, 2026.

The Center appointed Nicholas Smith as the sole panelist in this matter on August 18, 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 (a wholly owned subsidiary of Bread Financial Holdings, Inc.) is a United States company that since 2022 has offered a range of financial services including savings account and loan services under trademark consisting of the words "Bread Financial" (the "BREAD FINANCIAL Mark") as well as other Bread-formative marks (BREAD LOANS, BREAD PAY and BREAD CASHBACK). The Complainant currently holds USD 8.5 billion in deposits and offers a wide variety of financial services through its website at "www.breadfinancial.com".

The Complainant has held trademark registrations for the BREAD FINANCIAL Mark (in various formats) in the United States since 2024 including trademark registration number 7,300,264 registered since February 6, 2024 for various financial services in class 36.

The Domain Name was registered on May 9, 2026. The Domain Name is presently inactive but prior to the commencement of the proceeding the Domain Name resolved to a website (the "Respondent's Website") that featured each of the Complainant's Bread-formative marks and purported to offer consumer loan services under the BREAD FINANCIAL Mark. At the bottom of the website, there was a disclaimer: "BreadFinancialApp.com is an independent review website and is not affiliated with, endorsed by, or sponsored by Bread Financial Holdings, Inc. (NYSE: BFH), Comenity Bank, or Comenity Capital Bank. Product names, logos, and brands are property of their respective owners. Information is provided for educational purposes only and may not reflect current rates or terms. Always verify details directly with Bread Financial before applying."

**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 Domain Name.

Notably, the Complainant contends that:

a) It is the owner of the BREAD FINANCIAL Mark, having registered the BREAD FINANCIAL Mark in the United States. The Domain Name is confusingly similar to the BREAD FINANCIAL Mark as it merely adds the generic term "app" and the generic Top-Level Domain ("gTLD") ".com" to the mark.

b) There are no rights or legitimate interests held by the Respondent in respect of the Domain Name. The Complainant has not granted any license or authorization for the Respondent to use the BREAD FINANCIAL Mark. The Respondent is not commonly known by the Domain Name, nor does it use the Domain Name for a bona fide purpose or legitimate noncommercial purpose. Rather the Respondent is using the Domain Name to pass off as the Complainant for commercial gain by purporting to offer loan services while using multiple Bread-formative marks and other indicia to pass off as the Complainant. Furthermore, the Respondent's actions could involve the acquisition of a large amount of personal information from misled loan applicants that would support phishing activities. Such use is not a legitimate use of the Domain Name.

c) The Domain Name was registered and is being used in bad faith. The Respondent is using the Domain Name to divert Internet users searching for the Complainant to the Respondent's Website to disrupt the Complainant's business and divert Internet users searching for the Complainant to a competing website for commercial gain.  Such conduct amounts to registration and use of the Domain Name in bad faith.

**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 mark is reproduced within the Domain Name.  Accordingly, the 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, "app", may bear on assessment of the second and third elements, the Panel finds the addition of such a term does not prevent a finding of confusing similarity between the 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 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 Domain Name such as those enumerated in the Policy or otherwise.

The Panel considers that the record of this case reflects that:

- before any notice to the Respondent of the dispute, the Respondent did not use, nor has it made demonstrable preparations to use, the Domain Name or a name corresponding to the Domain Name in connection with a bona fide offering of goods or services. Paragraph 4(c)(i) of the Policy, and WIPO Overview 3.1, section 2.2.
- the Respondent (as an individual, business, or other organization) has not been commonly known by the Domain Name. Paragraph 4(c)(ii) of the Policy, and WIPO Overview 3.1, section 2.3.

- the Respondent is not making a legitimate noncommercial or fair use of the Domain Name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue. Paragraph 4(c)(iii) of the Policy, and WIPO Overview 3.1, section 2.4.

- the record contains no other factors demonstrating rights or legitimate interests of the Respondent in the Domain Name.

The Respondent's use of the Domain Name to resolve to a webpage purporting to offer loan (and other financial) services under the BREAD FINANCIAL Mark and the Complainant's other Bread-formative marks does not amount to use for a bona fide offering of goods and services. This conduct amounts to the Respondent passing itself off as the Complainant. It appears that the purpose behind the Respondent's Website is to encourage visitors, under the impression that they are dealing with the Complainant, to apply for loans purportedly offered by the Respondent, such conduct not being a bona fide offering of goods and services.

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.

The Panel considers that the record of this case reflects that the Respondent has intentionally attempted to attract, for commercial gain, Internet users to its 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 the Respondent's Website or location or of a product or service on the Respondent's Website or location. Paragraph 4(b)(iv) of the Policy, and WIPO Overview 3.1, section 3.1.4.

The Panel finds that the Respondent must have been aware of the Complainant and its reputation in the BREAD FINANCIAL Mark at the time the Respondent registered the Domain Name. The Respondent has provided no explanation, and it is not immediately obvious, why an entity would register a domain name that consists of the BREAD FINANCIAL Mark and a generic term ("app") and direct it to a website offering financial services under the multiple Bread-formative marks used by the Complainant unless there was an awareness of and an intention to create a likelihood of confusion with the Complainant and its BREAD FINANCIAL Mark.

The Respondent passes off as the Complainant and purports to offer financial services using the Complainant's marks on the Respondent's Website. The Panel finds that the Respondent is using the Domain Name to intentionally attempt to attract, for commercial gain, Internet users to its website by creating a likelihood of confusion with the BREAD FINANCIAL Mark as to the source, sponsorship, affiliation, or endorsement of the Respondent's Website. The current inactiveness of the Domain Name does not prevent a finding of bad faith. Nor does the presence of disclaimers: WIPO Overview 3.1, section 3.7, in discussing the effect of disclaimers refers to a "clear and prominent disclaimer". The disclaimers on the Respondent's Website are not in any way sufficiently prominent to be of any relevance to the consideration of the impression presented by the Respondent's Website to the Internet users.

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 Domain Name <breadfinancialapp.com> be transferred to the Complainant.

*/Nicholas Smith/*
**Nicholas Smith**
Sole Panelist
Date: August 31, 2026