ARBITRATION
AND
MEDIATION CENTER

WIPO
WORLD
INTELLECTUAL PROPERTY
ORGANIZATION

ADMINISTRATIVE PANEL DECISION
CBK Interactive v. Karel Molton
Case No. D2026-3571

1. The Parties

The Complainant is CBK Interactive, France, represented by Cabinet Lex-Insight, France.

The Respondent is Karel Molton, Switzerland.

2. The Domain Name and Registrar

The disputed domain name <nous-lib.net> is registered with NameCheap, Inc. (the "Registrar").

3. Procedural History

The Complaint was filed in French with the WIPO Arbitration and Mediation Center (the "Center") on August 18, 2026. On August 18, 2026, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On August 19, 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, Privacy service provided by Withheld for Privacy ehf) and contact information in the Complaint. The Center sent an email communication to the Complainant on August 20, 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 on August 20, 2026.

On August 20, 2026, the Center informed the parties in English and French, that the language of the registration agreement for the disputed domain name is English. On August 20, 2026, the Complainant submitted the Complaint translated into English. 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 English, of the Complaint, and the proceedings commenced on August 21, 2026. In accordance with the Rules, paragraph 5, the due date for Response was September 10, 2026. The Respondent did not submit any response. Accordingly, the Center notified the Respondent's default on September 11, 2026.

The Center appointed Mireille Buydens as the sole panelist in this matter on September 15, 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 French company operating in the online dating sector. The Complainant offers online dating services and operates an online dating site under the brand NousLib.

The Complainant is the owner of the European Union trademark registration No. 018617904 for NOUSLIB (word mark), registered on April 23, 2022 for, inter alia, dating services, online social networking services and Internet dating services (hereafter "the NOUSLIB Trademark" or "the Trademark").

The Complainant is the owner and uses the domain name <nouslib.com> for operating its official website, where it offers its online dating services under the NOUSLIB Trademark.

The disputed domain name was registered on October 27, 2025. According to the Complaint, supported by evidence, the disputed domain name resolved to a website offering online dating services and displaying the NOUSLIB Trademark. The call-to-action button entitled "Rejoignez Nouslib Maintenant" ("Join Nouslib Now") placed on the website under the disputed domain name redirects Internet users to third-party adult services.

At the date of this Decision, the disputed domain name resolves to an error page.

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.

First, the Complainant contends that the disputed domain name is confusingly similar to the Complainant's NOUSLIB Trademark as it incorporates the Complainant's NOUSLIB Trademark in its entirety. The mere insertion of a hyphen between the terms "nous" and "lib" in the disputed domain name merely constitutes a minor typographical variation of the NOUSLIB Trademark, which remains immediately recognizable.

Second, the Complainant contends that the Respondent has no rights or legitimate interests in the disputed domain name. The Complainant has never authorized the Respondent to use its NOUSLIB trademark in any capacity whatsoever. In particular, the Complainant has not licensed, authorized, or otherwise consented to the Respondent's registration or use of the disputed domain name, nor to the Respondent's use of the Complainant's NOUSLIB Trademark for any other purpose. The Respondent is not an authorized dealer or distributor of the Complainant. There is also no evidence that the Respondent is commonly known by "nouslib" or "nous-lib". The Respondent is not making a bona fide offering of goods or services. The disputed domain name resolves to a website that expressly and repeatedly reproduces the Complainant's Trademark and purports to offer similar online dating services.

The Complainant finally contends that the Respondent registered and uses the disputed domain name in bad faith. Concerning the registration in bad faith, the Complainant asserts that the composition of the disputed domain name, which incorporates the "NousLib" Trademark in its entirety, with the sole addition of a hyphen between the elements "nous" and "lib", will be perceived by Internet users as belonging to the Complainant. As a result, the disputed domain name carries a high risk of implied affiliation as it falsely suggests that the disputed domain name is owned, operated, authorized or endorsed by the Complainant.

Concerning the use in bad faith, the Complainant asserts that the disputed domain name resolves to a website that prominently depicts the NOUSLIB Trademark (without an hyphen as in the disputed domain name) and presents itself as being the Complainant, offering Internet users the "Nouslib app" (using inter alia the following sentences: "Welcome to Nouslib", "Nouslib is the ideal site for honest and open interactions", "The Nouslib app gives you quick access to meet singles", "Sign up, log in, and discover what sets Nouslib apart in the world of dating sites"). Such a presentation is likely to induce Internet users into falsely believing that the website under the disputed domain name is operated or endorsed by, or affiliated with, the Complainant.

The Complainant further contends that the website under the disputed domain name does not contain any disclaimer informing Internet users that there is no relationship with the Complainant. The Complainant further explains that the call-to-action button entitled "Rejoignez Nouslib Maintenant" ("Join Nouslib Now") redirects Internet users to third party services, which confirms that the Respondent uses the reputation and distinctive character of the NOUSLIB Trademark in order to generate traffic for commercial gain.

B. Respondent

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

6. Discussion and Findings

Paragraph 4(a) of the Policy provides that the Complainant proves each of the following three elements in order to succeed in its Complaint:

(i) the disputed domain name is identical or confusingly similar to a trademark or service mark in which the Complainant has rights;
(ii) the Respondent has no rights or legitimate interests in respect of the disputed domain name; and
(iii) the disputed domain name was registered and is being used in bad faith.

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 Panel finds the entirety of the NOUSLIB Trademark is reproduced within the disputed domain name. The only difference between the NOUSLIB Trademark and the disputed domain name is the addition of a hyphen between "nous" and "lib". Accordingly, the disputed domain name is confusingly similar to the NOUSLIB Trademark for the purposes of the Policy. WIPO Overview 3.1, section 1.7.

Further, the generic Top-Level Domain ("gTLD") ".net" is a standard registration requirement and is typically disregarded in the confusing similarity test. WIPO Overview 3.1, section 1.11.1.

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.

According to the Complaint, which has not been rebutted by the Respondent, the Respondent is not licensed by, nor affiliated with, the Complainant in any way. The Respondent is not an authorized dealer or distributor of the Complainant. There is no evidence that the Respondent is commonly known by the disputed domain name, nor is there any evidence of use or demonstrable preparations to use the disputed domain name for a bona fide offering of goods or services. There is no evidence of legitimate noncommercial or fair use of the disputed domain name, either. On the contrary, the Panel first notes that the disputed domain name reproduces the NOUSLIB Trademark with the mere addition of a hyphen between "nous" and "lib", which may be go unnoticed to most Internet users. As a result, the disputed domain name in itself carries a risk of implied affiliation, which prevents a finding of rights or legitimate interests for the Respondent as it effectively impersonates or suggests sponsorship or endorsement by the Complainant.

The Panel further notes the impersonating nature of the content exhibited on the website at the disputed domain name: the website prominently reproduces the NOUSLIB Trademark, is drafted in French (like the Complainant's official website), purports on the first page to offer the same services (an online dating application) and its overall presentation indicates it is operated by or that it has an affiliation with the Complainant (using inter alia the following sentences: "Welcome to Nouslib", "Nouslib is the ideal site for honest and open interactions", "The Nouslib app gives you quick access to meet singles", "Sign up, log in, and discover what sets Nouslib apart in the world of dating sites"). According to the Complaint, the website under the disputed domain name does not contain any disclaimer explaining the lack of relationship with the Complainant and, when Internet users click on the button present on the website, they are redirected to another website offering third-party adult services . In the Panel's view, these elements demonstrate that the Respondent induces Internet users into falsely believing that the disputed domain name resolves to a website operated, affiliated with or endorsed by the Complainant. Panels have held that the use of a domain name for illegitimate activity, here, claimed impersonation/passing off, can never confer rights or legitimate interests on a respondent. WIPO Overview 3.1, section 2.13.1.

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.

Concerning the registration in bad faith, the Panel notes that the Respondent has composed the disputed domain name by reproducing the NOUSLIB Trademark (which is not descriptive for online dating applications) in its entirety with the mere addition of a hyphen between "nous" and "lib", which may go unnoticed by most Internet users, for resolving to a website which purportedly offers identical services as those offered by the Complainant and where the Respondent passes itself off as the Complainant. A quick search for the term "nouslib" online or in a trademark database would have revealed to the Respondent the

existence of the Complainant and its Trademark. As a result, the Panel finds that the Respondent was more likely than not aware of the Complainant's Trademark at the time of the registration of the disputed domain name. WIPO Overview 3.1 section 3.2.2.

Moreover, panels have held that the use of a domain name for illegitimate activity, here claimed impersonating or passing off, constitutes bad faith. In the present case, the disputed domain name resolves to a website offering online dating services which are identical or at least very similar to the services offered by the Complainant. The Respondent passes itself off as the Complainant: as explained above, the website prominently depicts the NousLib Trademark, is drafted in French, pretends to offer the same online dating services, and uses sentences inducing Internet users to believe that they are on a website operated or endorsed by the Complainant ("Welcome to Nouslib", "Nouslib is the ideal site for honest and open interactions", "The Nouslib app gives you quick access to meet singles", "Sign up, log in, and discover what sets Nouslib apart in the world of dating sites"). The website does not include any disclaimer explaining the (lack of) relationship with the Complainant. In light of this, it seems inconceivable that the Respondent would have registered and used the disputed domain name for a reason other than seeking to unduly benefit from the Complainant, its NOUSLIB Trademark, and associated goodwill, for commercial gain. The Respondent's failure to come forward to contest the Complainant's allegations further supports this finding, and the current non-use of the disputed domain name does not preclude it either.

Having reviewed the record, the Panel finds the Respondent's registration and use of the disputed domain name constitutes bad faith under 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 <nous-lib.net> be transferred to the Complainant.

/Mireille Buydens/
Mireille Buydens
Sole Panelist
Date: September 18, 2026