

ADMINISTRATIVE PANEL DECISION

Venus et Fleur LLC v. MRlogo rahJAY

Case No. D2026-3718

1. The Parties

The Complainant is Venus et Fleur LLC, United States of America (“United States” or “USA”), represented by Borsen Law LLC, United States.

The Respondent is MRlogo rahJAY, Morocco.

2. The Domain Name and Registrar

The disputed domain name <venusfleur.com> is registered with Spaceship, Inc. (the “Registrar”).

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on August 19, 2026. On August 20, 2026, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On August 21, 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 (Privacy service provided by Withheld for Privacy ehf (and underlying registrant to be disclosed by Registrar)) and contact information in the Complaint. The Center sent an email communication to the Complainant on August 21, 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 22, 2026.

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 of the Complaint, and the proceedings commenced on August 26, 2026. In accordance with the Rules, paragraph 5, the due date for Response was September 15, 2026. The Response was filed on September 14, 2026. The Complainant filed a Supplemental Filing on September 16, 2026.

The Center appointed Andrew D. S. Lothian as the sole panelist in this matter on September 29, 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 New Jersey, United States, limited liability company engaged in the design, marketing, and online sale of preserved floral arrangements and related luxury goods. It operates its official website using the domain name <venusetfleur.com>, registered on March 11, 2015.

The Complainant is the owner of United States Registered Trademark Number 5122248 in respect of the word mark VENUS ET FLEUR, registered on January 17, 2017, in Class 35 (Online retail store services featuring flowers, floral bouquets and floral arrangements). The said mark includes a first use in commerce claim of September 1, 2015, and contains a disclaimer of the exclusive right to use “FLEUR” apart from the mark as shown, together with a note that the English translation of “ET FLEUR” in the mark is “and flower”. The Panel notes from consideration of a previous case under the Policy brought by the Complainant, *Venus et Fleur LLC v. bi ke*, WIPO Case No. [D2026-1364](#), cited in the Complaint, that the Complainant is also the owner of United States Registered Trademark Number 5280594 in respect of the design and word mark VENUS ET FLEUR, registered on September 5, 2017, in Class 35. The design concerned is reproduced as the third item in the row of three logos noted below. The Panel checked the continued existence of this mark on the public register.

The disputed domain name was registered on July 27, 2025. According to the Complainant’s screenshot dated August 12, 2026, the homepage of the associated website is titled “Luxury Flower Delivery Dubai | Eternal Roses That Last 1 Year | Venus Fleur” and according to the capitalized text below offers “LUXURY FLOWER DELIVERY IN DUBAI”. The Complainant shows in a side-by-side comparison that its official website and the website associated with the disputed domain name both offer luxury preserved-rose products under the “VENUS [...] FLEUR” capitalized source-identifying wording.

The “About” page of the Respondent’s website features an image of product packaging which shows a particular logo featuring the words from the disputed domain name. The Panel presents two copies of the logo here. The first is the Respondent’s logo on the website associated with the disputed domain name. The second is the logo as shown in an image on the Respondent’s Pinterest social media page, produced by the Respondent (this is provided for completeness because it will be noted that the bottom of the logo on the Respondent’s website is partially obscured by a picture frame). Each of these logos has been applied by the Respondent to round boxes of flowers, including those with a white or cream color where the logo is gold, which color scheme is the same as the Complainant uses for its “iconic hatboxes” products. The third image is that of the Complainant’s design mark noted above, which also features on some of the packaging shown on the Complainant’s website, including on the Complainant’s screenshot of the same.



In a comparison between the Respondent’s logo(s) and the above iteration of the Complainant’s logo and design mark, a near-identity may be noted on most features. For example, the three-line stacked presentation is identical, the serif typeface is near-identical, the wide letter spacing is either identical or very close, and the smaller “ET” in the Complainant’s mark is echoed by the small image in the Respondent’s logos. The smaller type or image in each case appears in the middle of the stack. In each example, the text sits in an oval cartouche with near-identical placement, a thin line forms the inner boundary, a thicker line forms the outer boundary, while the outer boundary also features a band of filigree or scroll-work covering all

but the left and right edges of the cartouche. To the Panel, the overall impression given to the typical observer would be that of the same antique label-style design.

The Respondent produces evidence indicating that a cylindrical box (in black, white, cream or other colors) with metallic gold branding represents a typical packaging format in the Parties' line of business, including in the United Arab Emirates ("UAE"), where the Respondent claims that its business is based. However, none of the packaging examples produced by the Respondent show a logo with any marked similarity to either of the Parties' logos. The closest, to the Panel's eye, is an image of a black "hatbox" design where the logo is gold and consists of a capitalized three-word stack with a smaller word for the middle of the stack, but in that particular example the surround is rectangular with a single solid frame which includes a distinctive circular inner roundel set into each corner. Other logos shown do not feature a border at all.

The "About" page of the Respondent's website states, "Established in 2021 Venus Fleur was founded to answer a specific challenge: how to provide enduring floral luxury in the demanding climate of the UAE [...]". The said page includes an image of a cream-colored round box containing roses which features the Respondent's logo as reproduced above. In the resolution presented on the said website, the image cannot be seen clearly, although, as the Complainant observes, it has the appearance of a plus sign that could echo the conjunction in the Complainant's logo.

On the Panel's visit to the Respondent's website, it noted that on said page under "Venus Fleur Integrity FAQ" the site purports to offer "bespoke international shipping [...] upon special request" worldwide.¹

A hosting history produced by the Complainant shows that the first entry for the disputed domain name after its registration date (it having been registered previously, presumably by a third party, and having expired) contains the addition of a nameserver at the domain name <afternic.com>, this being a well-known domain name aftermarket website where previously registered domain names are offered for sale. The nameserver change is dated July 29, 2025. The Complainant further shows that the disputed domain name was offered for sale on the aftermarket website NamePros in a listing dated December 7, 2025, by a person with the handle "logo21" with a price stated to be "Make Offer" and a note stating, "There is massive potential traffic". A heading beside the disputed domain name states "negotiable". The said handle corresponds to information in the Respondent's Registrar-verified contact details. The hosting history goes on to show that the nameserver changed from <afternic.com> to <vercel-dns.com> on March 22, 2026, (this being the present infrastructure provider for the website associated with the disputed domain name).

The Respondent shows GitHub commit logs in respect of what it says is the development of the website associated with the disputed domain name dating from March 21, 2026, and although the Respondent refers in its submissions to commits dating from a day earlier, this particular discrepancy does not matter for present purposes. The commit includes a URL in respect of the disputed domain name using the localized reference "flower-delivery-dubai". A Google Search Console screenshot produced by the Respondent suggests that the website associated with the disputed domain name was indexed and was receiving traffic from about March 20, 2026. Although this suggests that indexing took place at the point when the development commenced, which might appear unlikely, nothing turns on this in the present case.

The Respondent shows that a business in Quebec, Canada, uses the terms "venus" and "fleurs" in its domain name, and that a business operating with a Russian country code Top-Level Domain ("ccTLD") uses the term "venusinfleurs", while another business of unknown location is named "via-venus". The Respondent also produces search results (without producing details of the search terms used) which show that third parties provide "1 year roses" and similar products to the Dubai marketplace.

The Respondent produces correspondence received to the disputed domain name's email address "info@[the disputed domain name]". The first is dated April 7, 2026, and consists of a customer request for a

¹ The Panel visited the live online location of various of the Parties' screenshots, insofar as labeled by the Party and publicly available, in order to view better resolution images and/or to view the subject of the screenshot in its full context. On this topic, see WIPO Overview of WIPO Panel Views on Select UDRP Questions ("[WIPO Overview 3.1](#)"), section 4.8.

refund of shipping fees. This mentions an order number and a price using a dollar (“\$”) symbol but does not specifically reference the Complainant. On April 11, 2026, the Respondent replies, “this email [the Respondent’s email address] belongs to a business called Venus Fleur that is based in Dubai and has no connection to the one in the USA”. On the same day, the customer replied stating that the email address was “on their website”, whereupon the Respondent replied inviting the customer to check and pointing out the difference between the Parties’ domain names.

A second email produced by the Respondent is dated May 11, 2026, and consists of a customer complaint regarding chocolates delivered to Florida, United States, apparently by or on behalf of the Complainant. An order number is referenced in the subject line. On May 12, 2026, the Respondent replied to the customer stating that they had contacted the wrong business.

A screenshot produced by the Complainant dated August 12, 2026, shows a post on Reddit from “5mo ago”, i.e., about March 2026, in which a person by the handle of “lalogo21” describes a “build from zero” of “a small flower business in Dubai” which references the disputed domain name. The Panel is satisfied that the poster is the Respondent, given that the username corresponds to information in the Respondent’s Registrar-verified contact details (which the Panel does not reproduce here given their personal nature), the post links directly to the disputed domain name, and the post describes developing a business named “Venus Fleur”. Having noted that there appear to be comments on the Respondent’s post, the Panel visited the location of the screenshot online and noted that the first comment, from about the same time as the post, states “This seems like spam who is trying to copy Venus et Fleur.”

“Venus” and “fleur” are both words found in the dictionary, although not as a phrase or in combination.

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 it owns the word mark indicated in the factual background section above for VENUS ET FLEUR. It further contends that the disputed domain name is confusingly similar to its said mark, as it retains the two verbal components of the registered mark, namely “venus” and “fleur”, in precisely the same order and omits only the two-letter conjunction “et.” The Complainant contends that the VENUS ET FLEUR mark is therefore readily recognizable within the disputed domain name.

The Complainant submits that the website evidence confirms that the omission of the word “et” by the Respondent does not constitute a meaningful distinction in the marketplace. The Complainant notes that the Respondent does not merely use “venusfleur” in a URL, it also uses “Venus Fleur” as the name of its floral business and places “VENUS + FLEUR” (capitalized as such) on its rose-box packaging. The Complainant notes that its trademark registration certificate states that “ET FLEUR” translates to “and flower” and it contends that the Respondent’s use of a plus sign between VENUS and FLEUR is the ordinary graphic equivalent of “and”. It submits that this is powerful contextual evidence of deliberate approximation of the Complainant’s mark, although the first-element comparison is independently satisfied by the disputed domain name itself.

The Complainant refers to the panel’s decision in *Venus et Fleur LLC v. bi ke, supra*, which it submits is closely analogous to the present case and confirms the Complainant’s rights. In that case, the same Complainant, represented by the same counsel, proceeded against the domain name <venusetffleur.com>. The Panel noted the Complainant’s VENUS ET FLEUR mark and recognized its use since 2015, held that a minor variation left the mark recognizable in the domain name, and ordered transfer. The Complainant contends that the present case is at least as compelling under the first element of the Policy because the disputed domain name preserves both “venus” and “fleur” in order and merely deletes “et.”

The Complainant contends that the Respondent has no rights or legitimate interests in the disputed domain name. In particular, the Complainant contends that it has never licensed, authorized, sponsored, approved, or otherwise permitted the Respondent to register or use “Venus et Fleur”, “Venus Fleur”, “VENUS + FLEUR” (capitalized as such), or any confusingly similar variation as a domain name, trade name, website identifier, or source indicator, and it notes that nothing in the Registrar-provided information identifies the Respondent as commonly known by “Venus Fleur” or the disputed domain name.

The Complainant notes that the Respondent’s present website contains the self-authored statements “Est. 2021” and “Established in 2021” and describes “Venus Fleur” as a Dubai luxury-floral business. The Complainant submits that those statements, standing alone, do not establish that the Respondent was genuinely commonly known by the corresponding term before acquiring or using the disputed domain name, nor do they establish that any adoption of that name was bona fide. It submits that panels under the Policy examine whether a purported pre-dispute use is independently credible and whether the name and use reflect a legitimate business activity rather than a pretext to capitalize on a complainant’s mark. The Complainant contends that the historical domain name evidence materially undercuts any inference that the disputed domain name was the established Internet home of a “Venus Fleur” flower business in 2021.

The Complainant produces evidence of DomainTools records relating to the disputed domain name which it maintains show an older domain name registration, with parking-related infrastructure, through May 2025. It further contends that the present registration is a new registration created on July 27, 2025, and that a July 28, 2025, historical capture shows an access-denied/HTTP 403 page, not a floral storefront. Further, it contends that later 2025 records show Afternic nameservers, and a December 7, 2025, NamePros listing offers the disputed domain name for sale on a “Make Offer” basis, with push/transfer and escrow/PayPal proposed. The record then shows a March 22, 2026, nameserver transition from Afternic to Vercel, a sequence which the Complainant contends supports the reasonable inference that the present substantive website was deployed only after the disputed domain name had spent months associated with the offer for sale.

The Complainant provides evidence of a public Reddit post by user “lalogo21” which states, “Now I run “Venus Fleur”, a flower delivery service,” and links directly to the disputed domain name. The Complainant notes that the Registrar-provided underlying registrant contact data closely corresponds to the Reddit username and asserts that this further corroborates the linkage between that public statement and the Respondent’s operation of the disputed domain name.

The Complainant states that it does not contend that generalized domain name resale is inherently illegitimate, rather, it submits that the sequence is relevant to assessing whether the Respondent’s present claim of longstanding bona fide identification with “Venus Fleur” is supported by the disputed domain name’s actual history.

The Complainant asserts that the Respondent’s current use of the disputed domain name is commercial and directly competitive in that the associated website promotes “Luxury Flower Delivery in Dubai,” “Eternal Roses That Last 1 Year,” a luxury gifting proposition, and preserved roses. It adds that the Respondent’s “About” page states that its proprietary process keeps roses in “perpetual bloom for over 365 days.” The Complainant asserts that the Respondent’s site and packaging repeatedly use “VENUS FLEUR” and “VENUS + FLEUR” (capitalized as such), and that use of a domain name confusingly similar to the Complainant’s registered mark to market the same highly specific category of products, using branding and product positioning that closely evoke the Complainant, is not a bona fide offering for the purposes of paragraph 4(c)(i) of the Policy, nor legitimate fair use under paragraph 4(c)(iii) of the Policy.

The Complainant contends that the disputed domain name was registered and is being used in bad faith. In particular, it notes that the present registration was created on July 27, 2025, more than eight years after the

Complainant's VENUS ET FLEUR trademark registration and nearly ten years after the registration certificate's first-use date of September 1, 2015.

The Complainant further contends that the Respondent's actual knowledge and targeting of the Complainant may be inferred from the extraordinary convergence of name, goods, positioning, and presentation, noting that the Respondent selected "Venus Fleur", the registered mark with only "ET" removed, for a business selling the same narrow category of luxury preserved roses. On physical product packaging, the Respondent uses "VENUS + FLEUR," replacing "ET" with the graphic equivalent "+" and simultaneously uses the phrases "Eternal Roses That Last 1 Year," "eternal luxury," and "over 365 days" to market preserved roses.

The Complainant further notes that visual presentation reinforces the inference, pointing out that the Complainant's established website and products use VENUS ET FLEUR in a refined luxury-floral presentation centered on preserved rose boxes and long-lasting florals. The Complainant notes that the Respondent's current website places "VENUS [+] FLEUR" branding directly on materially similar luxury rose boxes, uses gold/black and neutral luxury presentation, and markets the same gift occasions. The Complainant asserts that the cumulative similarities make innocent selection of the disputed domain name for these goods implausible. The Complainant contends that this is not a case in which a similar domain name is used for an unrelated field, rather the use and associated website confirm precise targeting of the Complainant's commercial identity.

The Complainant contends further that the disputed domain name's history is also probative when considered together with the targeting evidence. It notes that the disputed domain name was newly registered in July 2025, appeared on Afternic nameservers, was publicly offered for sale in December 2025, and then moved from Afternic to Vercel in March 2026, before appearing as the present competing floral website. The Complainant states that it does not rely on the sale listing alone for its submissions on bad faith under paragraph 4(b)(i) of the Policy, rather, it asserts that the history shows that the current commercial identity was not a longstanding use of the disputed domain name and forms part of the objective chronology surrounding the Respondent's later targeted deployment.

Further, the Complainant contends that the Respondent is using the disputed domain name to attract Internet users for commercial gain by creating a likelihood of confusion with the Complainant's VENUS ET FLEUR mark as to source, sponsorship, affiliation, or endorsement. It notes that the Respondent's website solicits luxury floral orders and directs consumers to commercial contact/order mechanisms, including WhatsApp, and asserts that this conduct falls squarely within paragraph 4(b)(iv) of the Policy.

In summary, the Complainant contends that the bad faith showing rests on the totality of objective evidence, which it submits consists of the priority of the Complainant's rights, the distinctive disputed domain name selection, the Respondent's exact commercial field, the branding and semantic substitution of "+" for "ET," the overlapping long-lasting-rose proposition, and the Respondent's use of the disputed domain name for competing commercial gain.

B. Respondent

The Respondent contends that the Complainant has not satisfied all three of the elements required under the Policy for a transfer of the disputed domain name. The Respondent states that it acquired the disputed domain name on July 27, 2025, and notes that it consists of a combination of the ordinary terms "Venus" and "fleur". It further asserts that between July 2025, and March 2026, the disputed domain name was not deployed as an active commercial platform, but that subsequent technical development of a Dubai-focused floral project is documented by contemporaneous digital records. The Respondent further notes that references on its website to "Est. 2021" and "Business Bay" appeared in an early staging draft of the website and were not intended to represent the Respondent's legal date of establishment or incorporation, and that the Respondent does not rely on the "Est. 2021" text as evidence of pre-2025 operational history. The Respondent asserts that contemporaneous technical records show that active website development occurred in March 2026.

The Respondent further contends that the contemporaneous record (which it asserts is supported by its evidence) when viewed chronologically, reveals a consistent pattern, in that the Respondent's technical development work in March 2026 targeted UAE-specific search queries from inception. When third-party customers mistakenly contacted the Respondent believing that they were reaching the Complainant, the Respondent's immediate, unprompted response was to redirect them to the Complainant rather than to retain the business, and the product presentation adopted by the Respondent mirrors conventions independently used by unrelated Dubai competitors in the same sector.

The Respondent contends that, critically, each of these data points was independently generated across different moments in time by external actors, namely Google's indexing algorithms, misdirected third-party customers, and independent competitor businesses, none of which were controlled or authored by the Respondent.

In summary, the Respondent asserts that it acquired the disputed domain name as a combination of ordinary words, that historical domain name parking records prior to July 27, 2025, and subsequent site deployments in 2026 do not prove original acquisition intent, and that the later development of a Middle Eastern floral project does not, by itself, establish that the disputed domain name was acquired in July 2025 with the Complainant in mind.

The Respondent asserts rights or legitimate interests in the disputed domain name on the basis that it combines two ordinary words: "Venus" (a common proper name and reference to the Roman goddess) and "fleur" (the French word for "flower"), and because these are ordinary dictionary terms rather than a coined mark, it asserts that their combination does not, by itself, permit an inference that any registrant choosing this combination necessarily had the Complainant in mind. The Respondent produces evidence which it submits demonstrates that multiple independent entities arrived at closely similar combinations without any apparent connection to the Complainant. It asserts that this independent parallel adoption undermines the Complainant's central inferential chain from "similar domain name" to "targeted acquisition" because it shows that the combination is one that multiple unrelated parties would independently select, not one that uniquely points back to the Complainant's mark.

With regard to the Complainant's assertion that the Respondent's packaging imitates its own, the Respondent has provided evidence which, in its submission, establishes that a cylindrical black box with metallic gold branding represents a widespread, standardized packaging format across the UAE preserved-rose sector and is not a distinctive feature associated uniquely with the Complainant. The Respondent notes that another independent Dubai-based competitor with no relationship to either party utilizes materially identical packaging (round black box, gold typography) for its preserved rose lines (evidence produced) and it asserts that a visual resemblance equally shared by an unrelated local competitor in the same market cannot support an inference that the Respondent specifically copied the Complainant, as opposed to simply adopting a regional market convention.

Furthermore, the Respondent contends that the Complainant's emphasis on "eternal roses" and "365-day" longevity messaging as evidence of targeting overlooks that this terminology is generic to the preserved-rose product category itself, not distinctive to the Complainant's brand.

The Respondent further contends that it has rights and legitimate interests in the disputed domain name as it has made demonstrable preparations to use the disputed domain name in connection with a bona fide offering of goods prior to notice of the present dispute. It asserts that this is evidenced by contemporaneous GitHub repository records from March 20, 2026, Vercel infrastructure logs from March 22, 2026, and search engine indexing data, all of which provide objective evidence of actual preparations for a bona fide Dubai/UAE floral business well before receiving notice of the administrative proceeding.

The Respondent denies that it registered or is using the disputed domain name in bad faith. It submits that the Complainant's case depends substantially on inferring the Respondent's intent at the time of acquisition

on July 27, 2025, from events that occurred months later, and contends that, while later conduct may be considered, it does not eliminate the need to establish what motivated the acquisition on July 27, 2025.

In particular, it submits that the existence of the Complainant's prior United States trademark rights is relevant to the analysis, but it does not, by itself, establish the Respondent's state of mind at acquisition and furthermore that the subsequent listing or valuation of a domain name comprised of ordinary dictionary terms does not, by itself, establish bad faith absent concrete evidence connecting the acquisition to an intention to target the Complainant.

The Respondent acknowledges that both Parties operate in the luxury preserved-flower sector, but submits that this overlap does not by itself establish that the Respondent selected the disputed domain name because of the Complainant's trademark, and the subsequent commercial use of the disputed domain name does not, by itself, establish bad faith under paragraph 4(b)(iv) of the Policy.

The Respondent asserts that there is no evidence of any intention to cause confusion, and in particular asserts that although misdirected customer inquiries demonstrate that confusion was possible, the Respondent's contemporaneous response is significant. It notes that when third-party inquiries intended for the Complainant inadvertently reached the Respondent via email at the disputed domain name, the Respondent did not claim affiliation, did not impersonate the Complainant, and did not attempt to commercialize the misdirection. Instead, the Respondent clarified the distinction, explained that its business operates independently in Dubai, and directed the correspondents to the Complainant, an action which the Respondent contends is inconsistent with an intention to attract consumers for commercial gain under paragraph 4(b)(iv) of the Policy.

With regard to the significance of the Complainant's allegations concerning NamePros, the Respondent notes that the Complainant itself acknowledges that it has not established that the "logo21" NamePros forum account was owned or controlled by the Respondent. The Respondent states that, "even assuming for argument's sake that the Respondent was associated with the December 7, 2025, listing, that event occurred more than four months after acquisition and does not establish that the disputed domain name was acquired primarily for the purpose of selling it to the Complainant or a competitor under paragraph 4(b)(i) [of the Policy]".

C. Complainant's Supplemental Filing

The Complainant notes that the Response confirms several central aspects of the Complainant's case, and in particular that the Respondent admits that it acquired the disputed domain name on July 27, 2025, and that, from July 2025 through March 2026, the disputed domain name "was not deployed as an active commercial platform." The Respondent further states that active development of its floral project did not begin until March 2026. The Complainant therefore notes that the Respondent does not claim that it was operating a longstanding "Venus Fleur" floral business when it acquired the disputed domain name, rather its own chronology confirms that the disputed domain name was acquired months before the business was developed which it now invokes in support of legitimate interests.

The Complainant further notes that the Respondent now expressly disclaims its website's representation that "Venus Fleur" was "Est. 2021." and characterizes that statement, together with references to "Business Bay", as "staging copy", and states that it does not rely upon it as evidence of any pre-2025 operational history. The Complainant submits that this concession is significant because the Respondent's claimed rights or legitimate interests must be evaluated based upon genuine pre-dispute activity, not unsupported historical statements subsequently placed on the website.

The Complainant contends that the technical materials submitted by the Respondent do not establish why the Respondent selected and acquired the designation "venusfleur" in July 2025, nor do they establish that

its later use was bona fide where the resulting business operated in the same specialized luxury preserved-floral sector as the Complainant.

Finally, the Complainant contends that the Respondent does not meaningfully rebut the domain name sale evidence. Rather than deny any relationship to the “logo21” NamePros account, the Respondent argues that even assuming such a relationship existed, the December 2025 offer for sale occurred several months after acquisition of the disputed domain name. The Complainant states that it does not rely upon that listing in isolation, but rather that it is one additional circumstance in an evidentiary record that now includes the Respondent’s admitted July 2025 acquisition, the absence of an operating “Venus Fleur” business for approximately eight months thereafter, the subsequent development of a directly competing preserved-floral business, the Respondent’s abandonment of the asserted “Est. 2021” history, and the existence of actual consumer confusion.

6. Discussion and Findings

6.1 Preliminary Matter: Complainant’s Supplemental Filing

Paragraph 12 of the Rules expressly provides that it is for the panel to request, in its sole discretion, any further statements or documents from the parties it may deem necessary to decide the case. Unsolicited supplemental filings are generally discouraged, unless specifically requested by the panel. [WIPO Overview 3.1](#), section 4.6.

Panels have sole discretion, under paragraphs 10 and 12 of the Rules, whether to accept an unsolicited supplemental filing from either party, bearing in mind the need for procedural efficiency, and the obligation to treat each party with equality and ensure that each party has a fair opportunity to present its case. The party submitting a supplemental filing would normally need to show its relevance to the case and explain why it was unable to provide that information in the complaint or response (for example, owing to some exceptional circumstance).

As noted in the procedural history section above, the Complainant filed a supplemental filing on September 16, 2026. The Panel is content to admit this as it contains a reply to aspects of the Response that could not have been anticipated when the Complaint was filed. As the said filing is confined to such reply, the Panel does not consider that a sur-reply from the Respondent is necessary.

6.2 Substantive Issues

To succeed, the Complainant must demonstrate that all of the elements listed in paragraph 4(a) of the Policy have been satisfied:

- (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 has been 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 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 omission of the term “et” in the disputed domain name does not in the Panel’s view affect the recognizability of the mark therein, particularly as this is merely a grammatical construct (a conjunction) rather than a dominant part of such mark. Consequently, it 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 1.7.

The Panel finds the mark is recognizable 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.

The Panel notes that the Complainant’s word mark contains a disclaimer of the exclusive right to use “FLEUR” apart from the mark as shown. This typically would not affect panel assessment of standing or identity/confusing similarity under the Policy but may be relevant to panel assessment of the second and third elements. [WIPO Overview 3.1](#), section 1.2.3. The Panel notes furthermore that the entirety of the text has not been disclaimed, as for example is sometimes found in a design and word mark. [WIPO Overview 3.1](#), section 1.10.

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 based upon its submissions that it has never licensed, authorized, sponsored, approved, or otherwise permitted the Respondent to register or use the disputed domain name, that nothing identifies the Respondent as commonly known by “Venus Fleur” before acquiring or using the disputed domain name, that nothing establishes that the adoption of the disputed domain name by the Respondent was bona fide or represents a legitimate business activity as opposed to a pretext to capitalize on the Complainant’s mark, and that there can be no inference that the disputed domain name was the home of a flower business in 2021 despite the statement on the Respondent’s website.

Although the historical use of a domain name may be relevant to assessing the parties’ claims, panels tend to assess claimed respondent rights or legitimate interests at the time of the filing of the complaint, but would also consider any evidence of past use, including its veracity and surrounding context. [WIPO Overview 3.1](#), section 2.11.

The essence of the Respondent’s case in rebuttal is that it is making a bona fide offering of goods under the disputed domain name, and that it was making demonstrable preparations to that end before notice to it of the dispute. Specifically on the question of whether the business is bona fide, the Respondent claims to have selected the name in the disputed domain name independently of the Complainant’s mark because the disputed domain name is composed of the dictionary words “venus” and “fleur”. It contends that these form

a descriptive, non-arbitrary pairing and are used by other florists' businesses besides that of the Complainant because of such descriptive quality.

There does not seem to be a live issue between the Parties as to whether the Respondent has been commonly known by the disputed domain name, given that it has abandoned its claim to have been established in 2021, and there is no other evidence that it was known by such name preceding its registration of the disputed domain name. The disputed domain name has been put to a commercial use, and there is no claim to fair noncommercial use before the Panel.

Turning first to the question of the Respondent's alleged demonstrable preparations for the present use, the Panel is satisfied based upon the record that the Respondent registered the disputed domain name on July 27, 2025, and within two days of that added a nameserver reflective of a domain name secondary market website. This suggests that the initial use of the disputed domain name was to offer it for sale, an indication corroborated by the NamePros listing dated December 7, 2025. This listing was made by a person with the handle "logo21", corresponding to the Respondent's contact details. Thereafter, the Respondent appears to have begun development of its present website in about March 2026.

The Panel notes that the only evidence of demonstrable preparations put forward by the Respondent consists of its website development, namely GitHub coding commits, search engine indexing, and, more recently, the organizing of hosting/infrastructure arrangements. Investment in website development can be evidence of demonstrable preparations to use a domain name in connection with a bona fide offering of goods and services. [WIPO Overview 3.1](#), section 2.2. However, the Panel is unconvinced that the website in the present case is sufficient on its own. It should be noted that the Respondent has produced no other evidence of any kind of the operation of, or preparations to operate, the claimed business. For example, it has provided no invoices, supplier contracts, promotional materials or advertising (other than the post on Reddit which might be seen as somewhat promotional), and no business registration or license, or other incorporation details or permits. It has also acknowledged that the website's statement that the business was "Est. 2021" and its references to "Business Bay" come from "an early staging draft" despite the fact that this wording is still present today. There is a further discrepancy in the scope of the proposed business, in that the Respondent focuses on its allegedly localized nature (to the UAE), while the website content actually states that the Respondent will ship internationally on request. Consequently, the evidence of genuine business preparations is limited, contains discrepancies, and overall is somewhat opaque. [WIPO Overview 3.1](#), section 2.2 notes that factors that may qualify as demonstrable preparations are assessed pragmatically in light of the case circumstances, and the Panel therefore turns to the wider factual matrix to assist in assessing the Respondent's rebuttal case.

The Respondent appears to suggest, without stating directly, that it came up with the name in the disputed domain name independently of the Complainant's trademark, because it is composed of dictionary words. In its Annex E, it goes on to assert that, "The combination 'Venus Fleur' constitutes a purely descriptive, non-arbitrary pairing naturally suited for the floral trade, disproving any trademark exclusivity or bad-faith intent".

However, this assertion alone does not bring the Respondent within the safe harbor of paragraph 4(c)(i) of the Policy. Panels have held that registering a domain name comprised of a dictionary word or phrase would not by itself automatically confer rights or legitimate interests on the respondent. Mere arguments that a domain name corresponds to a dictionary term/phrase may not be sufficient, and panels will consider the overall facts and circumstances of the case when assessing such arguments. [WIPO Overview 3.1](#), section 2.10.1.

One problem with the Respondent's position is that while the term "fleur" might be seen as descriptive of a florist's business, the proper name "Venus" is not.² It is at most suggestive, due to its association with the mythical goddess of love. As a combination, the words do not make a dictionary phrase, and there is no evidence before the Panel that there is a "Venus flower", for example, leading to an overall descriptive term.

² The Panel discusses below whether the singular term "fleur" is truly descriptive of a business that does not sell single flowers.

³ Instead, to the Panel's eyes, the phrase as a whole constitutes more of an arbitrary term than a descriptive one, which happens to be associated with the Complainant via its word mark VENUS ET FLEUR. The Respondent nevertheless attempts to bolster its position by asserting that other florists have used the same or a similar combination in their business name. It asserts within the body of its Annex E that there is "widespread, coexisting descriptive use of the terms "Venus" and "Fleurs" by third-party floral retailers globally [...] [which] establishes that "Venus" and "Fleur" are common descriptive components in the botanical and floral industries". The Panel considers, however, that the Respondent has been unable to establish this proposition on the present record. Notably, it has produced only three third-party examples in support of its case, which, even if they were on point (which they are not) could hardly be described as demonstrating a globally "widespread" use. Taking them in turn, the Canadian florist is in fact named "Venus Marché des plantes". In its domain name, it abbreviates the proper name element for use as a qualifier for the word "fleurs". The Russian domain name <venusinfleurs.ru> strikes the Panel as a play on the name of the novella "Venus in Furs" or the eponymous song, which together makes a logical combination. The remaining example "Via Venus" does not use the word "fleurs", or more accurately "fleur", as in the disputed domain name, at all.

Even taken cumulatively, these examples do not show that the combination of dictionary words in the disputed domain name is in widespread use by florists. Furthermore, while the term "fleurs" is used descriptively in two of the examples, it is notable that this is used in the plural form ("flowers", in translation), to signify descriptively that the two businesses sell flowers. By contrast, the Respondent uses the singular word form "fleur" in a non-descriptive sense, since it is not selling a single flower. Such singular form does not match the Respondent's cited examples. It does match the form used in the Complainant's word mark, and the Panel finds this to be of some significance.

The Respondent's assertion that the disputed domain name represents an independently derived descriptive dictionary phrase, such as might support its claim that its actual or proposed offering was bona fide, therefore falls to be dismissed. The Panel turns to consider whether, per [WIPO Overview 3.1](#), section 2.2, there are other circumstances generally pointing to a lack of indicia of cybersquatting intent. On the contrary, in the present case the Panel finds actual evidence of such intent, namely that the Respondent has adopted a near-replica of the Complainant's logo as featured on some products on its website, and as registered in its design and word mark. The principal difference is the substitution of a small image for the Complainant's "ET", and the Panel accepts the Complainant's contention that this symbol can look like a plus sign, at least at some resolutions, thus calling to mind the conjunctive aspect of the Complainant's mark.

The strong visual similarities between the Parties' logos, more fully described in the factual background section above, reinforce the Panel's reasonable inference that the Respondent did not arrive at the words in the disputed domain name independently of the Complainant's rights, and on the contrary that the Respondent's usage is entirely derivative of the Complainant's word mark and logo. The combination of two words from the Complainant's word mark, which the record does not show are typically combined, together with the significant visual similarities in the Parties' logos, raises a compelling case that the Respondent's selection and juxtaposition of "venus" with "fleur" could not have been unrelated and merely coincidental.⁴

The Panel acknowledges here that the Complainant did not specifically cite its design and word mark in the Complaint. Nevertheless, the Panel is satisfied that the Respondent has had fair notice of it, in light of the fact that the Complainant chose to rely upon it in the previous case which it brought under the Policy, which was specifically cited by the Complainant in the present Complaint. Furthermore, the design itself features prominently on packaging shown on the Complainant's website, which was described in the Complaint, and which is publicly available. The design has accordingly entered the record in two separate ways in addition

³ The closest that the Panel can think of from its own knowledge is the Venus flytrap, which the Panel assumes could not have been in the Respondent's contemplation for use as the name of its business.

⁴ The Panel notes for completeness that the fact that the word "fleur" on its own is disclaimed in the Complainant's word mark is not of particular significance as the mark as a whole is protected, and the Panel focuses for present purposes on the overall mark, and notably the combination of both words in the disputed domain name, which only leaves out the conjunctive word "ET".

to appearing on the applicable trademark register. In any event, the disputed domain name is confusingly similar to either or both of the Complainant's registered trademarks.

In light of the unusual combination of the words "Venus" and the singular-form "fleur", and the strong visual affinity between the Parties' logos as used on their respective websites, the Panel does not consider it necessary to resolve the Parties' competing submissions concerning the extent to which the Respondent's overall packaging, product presentation, and longevity-related terminology are typical of the preserved-flower sector on the one hand, or indicate an intent to mimic that used by the Complainant on the other. The Respondent's adoption of an abbreviated form of the Complainant's name and a derivation of the Complainant's logo, with only a very subtle alteration, is sufficiently determinative of the question before the Panel.

It is clear from the record, furthermore, that the Respondent's derivative use of the Complainant's mark has led to actual confusion on the part of members of the public, who have treated the disputed domain name as if it is the Complainant's official domain name. This affirms the Panel's assessment that the confusing similarity gives rise to a strong likelihood of confusion.

In conclusion, the Respondent's intentional derivation of the Complainant's word mark and its adoption of a near-identical variant of the Complainant's logo could not be described on any view as bona fide and would not allow the Respondent to avail itself of the safe harbor provided by paragraph 4(c)(i) of the Policy.

In these circumstances, the Panel finds that the Respondent has not rebutted the Complainant's prima facie showing and has not demonstrated rights or legitimate interests in the disputed domain name such as those enumerated in the Policy or otherwise.

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 analysis on the third element largely follows the detailed assessment in the preceding section. The Respondent is allegedly operating a business involved in the supply of preserved flowers under a name that is near-identical and confusingly similar to the Complainant's VENUS ET FLEUR word mark. The fact that the Respondent has copied the Complainant's logo which features on some of its product packaging (as also registered in its design mark) only changing the "ET" into an image that has a conjunctive appearance, leads the Panel to infer that the Respondent knew of the Complainant's mark and intended to target this when the disputed domain name was registered.

Although the Respondent is right that the Complainant must show such intent as of the date of registration of the disputed domain name, subsequent events, such as the manner in which the disputed domain name has been used, can inform the Panel's assessment of this question. Here, the Panel finds that the derivative use of the Complainant's logo (whether adopted at the date of the Complainant's screenshot or earlier) is sufficiently marked that the Respondent's prior knowledge of the Complainant is the most likely scenario on the balance of probabilities. As noted in the preceding section, the Respondent's claim of a coincidental and independent selection of the disputed domain name arising from the use of a dictionary phrase is implausible. These circumstances lead to an inference that trademark targeting was the Respondent's true motivation, being a strong indication of registration and use in bad faith.

It must be noted that the disputed domain name was pointed to Afternic nameservers within a few days of registration, and there is also evidence that a person with a handle associated with the Respondent's contact details offered the disputed domain name for sale on NamePros in December 2025. However, the Panel does not need to determine whether the Respondent's intention on July 27, 2025 was to sell the disputed

domain name (to the Complainant or others) or to exploit it itself. The question is whether the Respondent had the Complainant's mark in mind at that date. The resale indicators do not exclude targeting, and although the disputed domain name contains dictionary terms, these represent a relatively unusual combination of words, noting as discussed above that the Respondent's examples of third party uses do not adequately support its position of independent conception. In any event, the inference of the Respondent's knowledge predominantly rests on its subsequent conduct and the surrounding circumstances, which the Panel finds sufficient on the balance of probabilities.

First, the Respondent adopted a logo closely derived from that of the Complainant, as described above. Secondly, it claims to operate in the same narrow niche of luxury preserved roses. Thirdly, it offers no explanation of why it chose this name, or when the venture was conceived, beyond the assertion that the terms in the disputed domain name are ordinary words, despite the fact that they do not give rise to a dictionary phrase. Fourthly, the Respondent's website gives an establishment date of 2021, a claim that the Respondent has since abandoned, while its own Reddit post describes a "build from zero" in 2026. Taken together, these circumstances make it considerably more likely than not that the Respondent selected "venusfleur" for the disputed domain name with the Complainant's mark in mind, notwithstanding the interval between registration and the business launch. To this must be added the fact that the Respondent fails to explain the apparent discrepancy between placing the disputed domain name for sale and registering it for a business venture, an aspect that weakens the credibility of its case.

The evidence on the record that the disputed domain name has caused confusion (and therefore that the disputed domain name also gives rise to a strong likelihood of confusion) is compelling. Although the Respondent shows that it clarified that it was not the Complainant with each of its correspondents rather than attempting to commercialize the exchange, this does not on its own demonstrate that the disputed domain name was registered and being used in good faith. Crucially, each of the correspondents was seeking customer support regarding an existing order that they had made, presumably with the Complainant, whereby the Respondent would likely have understood that this presented little or no opportunity for it to divert the correspondent's custom to its own business. The Respondent's clarification of the position in those circumstances therefore does not negate the significance of the confusion itself, namely that customers of the Complainant were sufficiently misled by the disputed domain name and the Respondent's associated website presentation to believe that they had reached the Complainant, even after they had presumably placed their orders through the Complainant's official channels in the first place (notably, two of the emails quoted an order number). One of the correspondents was so convinced that it was dealing with the correct business that it continued to maintain this even after receiving the Respondent's reply.

In all of these circumstances, the Panel finds on the balance of probabilities that the Respondent registered the disputed domain name with the Complainant's mark in mind and is using it for a business that, if genuine, would be a competing floral business seeking to trade off of the Complainant's reputation. It has adopted a name and logo derived from the Complainant's word mark and logo, thereby intentionally attempting to attract Internet users for commercial gain by creating a likelihood of confusion with the Complainant's mark as to source, sponsorship, affiliation, or endorsement, within the meaning of 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 <venusfleur.com> be transferred to the Complainant.

/Andrew D. S. Lothian/

Andrew D. S. Lothian

Sole Panelist

Date: October 13, 2026