ARBITRATION
AND
MEDIATION CENTER

WIPO
WORLD
INTELLECTUAL PROPERTY
ORGANIZATION

ADMINISTRATIVE PANEL DECISION
Scentbird Inc. v. Jan Karski
Case No. D2026-4267

1. The Parties

Complainant is Scentbird Inc., United States of America ("United States"), represented by Cole-Frieman & Mallon, LLP, United States.

Respondent is Jan Karski, United States.

2. The Domain Name and Registrar

The disputed domain name <scentbirdperfume.com> is registered with TuringSign Inc. d/b/a Cosmotown (the "Registrar").

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the "Center") on September 22, 2026. On September 23, 2026, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On September 25, 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) and contact information in the Complaint. The Center sent an email communication to Complainant on September 28, 2026, providing the registrant and contact information disclosed by the Registrar, and inviting Complainant to submit an amendment to the Complaint. Complainant filed an amended Complaint on September 30, 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 Respondent of the Complaint, and the proceedings commenced on October 2, 2026. In accordance with the Rules, paragraph 5, the due date for Response was October 22, 2026. Respondent did not submit any response. Accordingly, the Center notified Respondent's default on October 23, 2026.

The Center appointed R. Eric Gaum as the sole panelist in this matter on October 28, 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

Complainant is the owner of United States Trademark Reg. No. 5,285,079 for the word mark SCENTBIRD, registered on September 12, 2017, for "subscription-based order fulfillment services in the field of cosmetics, fragrances, and skincare," in class 35 (the "SCENTBIRD Mark"). The registration claims first use as early as September 1, 2013, and first use in commerce as early as June 1, 2014.

The disputed domain name was registered on August 14, 2026. The disputed domain name resolves to an online storefront that prominently uses the SCENTBIRD Mark. Respondent's online storefront is substantially similar to Complainant's official website.

5. Parties' Contentions

A. Complainant

Complainant contends that it has satisfied each of the elements required under the Policy for a transfer of the disputed domain name. Notably, Complainant contends the following:

The disputed domain name resolves to an online storefront that prominently uses the SCENTBIRD brand and purports to offer a "Scentbird" fragrance subscription. The website imitates the look, feel, branding, and overall presentation of Scentbird's official website, creating the appearance that the website is operated by, affiliated with, or authorized by Scentbird.

In particular, the website at the disputed domain name copies multiple distinctive elements of Scentbird's official website, including (i) prominent use of the SCENTBIRD name throughout the website; (ii) use of the same or identical photographs and other visual content appearing on Scentbird's official website; (iii) replication of Scentbird's distinctive marketing copy, including the identical statement: "Skip the department store. We'll deliver new designer scents to you every month." This language appears prominently on Scentbird's official website as part of its promotion of its fragrance subscription service; (iv) use of product imagery depicting Scentbird-branded fragrance cases and vials, including imagery associated with Scentbird's subscription offering; (v) copying of the overall arrangement and presentation of Scentbird's subscription offering, including the emphasis on monthly fragrance deliveries, designer fragrances, fragrance selection, and Scentbird's branded case and vial; (vi) copying of Scentbird's distinctive website branding and visual presentation, rather than merely using the Scentbird name to identify the source of a product. The copying is therefore not limited to the SCENTBIRD trademark itself. The website reproduces numerous elements of Scentbird's website in combination, including its branding, photographs, product imagery, marketing language, and subscription presentation, in a manner calculated to make the disputed website appear to be Scentbird's official website or an authorized Scentbird storefront. The official Scentbird website itself prominently features the SCENTBIRD name, Scentbird-branded vial and case imagery, the monthly designer-fragrance subscription offering, and the identical marketing statement quoted above.

The website imitates Complainant's graphics, layout, and written content, which are subject to copyright, further reinforcing the impersonation of Complainant. This misuse of the domain and similarity to Complainant's website highlights Respondent's deceptive and unauthorized actions, potentially causing harm to Complainant's reputation.

The disputed domain name incorporates the SCENTBIRD Mark in its entirety, followed by the descriptive term "perfume." The SCENTBIRD Mark is immediately recognizable within the disputed domain name, and the addition of a descriptive term does not prevent a finding of confusing similarity.

Far from distinguishing the disputed domain name, “perfume” directly describes the field in which Complainant operates. Complainant’s SCENTBIRD Mark is registered for subscription-based services in the field of cosmetics, fragrances and skincare, and Respondent offers perfumes through the disputed domain name. The addition of “perfume” therefore reinforces, rather than dispels, the confusing similarity by directly linking the disputed domain name to the services offered under the SCENTBIRD Mark.

Respondent has no rights or legitimate interests in the disputed domain name. Complainant has never assigned, granted, licensed, sold, transferred or in any way authorized Respondent to register or use the SCENTBIRD Mark in any manner, and Respondent has no relationship whatsoever with Complainant.

Respondent is using the disputed domain name to intentionally attempt to attract, for commercial gain, Internet users to its website, by creating a likelihood of confusion with Complainant’s SCENTBIRD Mark as to source, sponsorship, affiliation, and endorsement of the website.

In addition to incorporating the SCENTBIRD Mark in the disputed domain name, Respondent has gone beyond mere trademark use; Respondent has constructed a comprehensive replica of Complainant’s legitimate website at “www.scentbird.com”, imitating Complainant’s overall website design, layout, graphics, product imagery, written content, and brand presentation to create the false and misleading impression that the website operating at the disputed domain name is Complainant’s own authorized storefront.

Specifically, the website at the disputed domain name substantially reproduces Complainant’s proprietary page structure, including navigation menus, product category headings, and the overall visual architecture of Complainant’s website. Respondent’s site substantially mirrors Complainant’s use of branded headers, product grid layouts, and promotional banner designs in a manner that is virtually indistinguishable from Complainant’s authentic website to an ordinary observer.

Respondent further deepens this deception by using the SCENTBIRD Mark to advertise the very services the registration identifies. United States Registration No. 5,285,079 covers, in International Class 35, “subscription based administrative processing of purchase orders in the field of cosmetics, fragrances and skincare; marketing the goods and services of others.” Complainant renders those services under the SCENTBIRD Mark at <scentbird.com>: a member completes a scent-profile quiz, selects fragrances from a catalog of more than 1,100 designer scents drawn from third-party fragrance houses and Complainant’s own brands, and receives Complainant’s fulfillment of those selections through recurring monthly deliveries of an 8 ml vial, which the member may skip or cancel at any time. The website at the disputed domain name advertises the same service under that same mark. Its homepage offers “[USD] 8.97 FIRST MONTH+ A FREE CASE” and describes the quiz, the monthly deliveries, and the skip-or-cancel feature in text taken, nearly word for word, from Complainant’s homepage. Its “About” page opens by announcing “Welcome to Scentbird — the New York City fragrance club,” then describes Complainant’s subscription program, its Scentbird Select curation, and its Drift and Confessions of a Rebel product lines as though they were Respondent’s own. Respondent is therefore not using the SCENTBIRD Mark for goods that are merely related to Complainant’s services. It is holding itself out as the provider of Complainant’s registered services.

Respondent’s website also appropriates the second service recited in the registration: marketing the goods of others. Complainant’s service consists in large part of curating and marketing fragrances from third-party designer houses to its members. Respondent markets those same third-party goods under the SCENTBIRD name. Under a header displaying Complainant’s SCENTBIRD NEW YORK logo, Respondent’s “Perfumes” and “Colognes” categories list hundreds of third-party fragrances (886 and 255 listings, respectively), Acqua di Parma, Vince Camuto, and Zirh among them, offered in sizes that include Complainant’s signature 0.27 oz (8 ml) format. Respondent’s “Beauty” and “Gift Sets” categories carry house brands that Complainant owns and markets through its SCENTBIRD service, including Deck of Scarlet, Confessions of a Rebel, and Drift. Respondent’s “Beauty” category lists 77 products, the same number shown on Complainant’s own “Beauty” page on the date of capture.

The SCENTBIRD-branded items Respondent lists confirm that it is trading on Complainant's services rather than on any product line of its own. Every item in Respondent's "Shop" category bears the SCENTBIRD name: four "Scentbird Gift Card" designs, each marked down from "[USD] 50.00" to "[USD] 15.00," and two "Scentbird ... Private Sale" bundles. A SCENTBIRD gift card is a prepaid credit that only Complainant can honor. Genuine Scentbird gift cards are issued only by Complainant, in digital denominations of USD 50 to 200, and can be redeemed only through Complainant's platform, toward a Scentbird subscription or other Scentbird purchases. Respondent likewise lists 44 cases, nearly all titled "Scentbird ... Fragrance Case" (for example, "Scentbird Bordeaux Blend Fragrance Case" and "Scentbird Great Wave Fragrance Case"). These are the cases Complainant provides free with a member's first subscription delivery and otherwise sells through its website for USD 16.95 to 18.95. Respondent lists these cases at a "[USD] 45.00" original price, "reduced" to USD 13.50. Respondent also offers Complainant's collaboration sets, including "John Wick x Scentbird" and "Love Island x Scentbird" bundles, one of which Respondent's own listing describes as "Exclusive to Scentbird subscribers." Each of these items is tied to Complainant's SCENTBIRD subscription service. By offering them, Respondent represents to consumers that it is, or is authorized by, the provider of that service.

This deceptive scheme (encompassing the unauthorized use of the SCENTBIRD Mark to advertise the very subscription and marketing services covered by Complainant's registration, the reproduction of Complainant's copyrighted website text and images, and the sale of SCENTBIRD-branded gift cards, fragrance cases, and collaboration products tied to Complainant's service) was deliberately designed to exploit Complainant's reputation and goodwill and to divert consumers seeking Complainant's genuine SCENTBIRD services to Respondent's unauthorized website for Respondent's commercial gain.

The scope and detail of Respondent's impersonation strongly evidence that Respondent had actual knowledge of Complainant and the SCENTBIRD Mark when it registered the disputed domain name. No one could have independently replicated Complainant's description of its subscription service, its homepage text and images, its catalog of member offerings, and its collaboration products without deliberate and studied copying. This deliberate misuse of the disputed domain name to impersonate Complainant constitutes a clear and compelling indication of bad faith registration and use under paragraph 4(b)(iv) of the Policy.

B. Respondent

Respondent did not reply to 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 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. Although the addition of the word "perfume" 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 Complainant has established a prima facie case that Respondent lacks rights or legitimate interests in the disputed domain name. Respondent has not rebutted 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 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 notes that the disputed domain name resolves to Registrant's online storefront that not only uses Complainant's mark but substantially imitates the look, feel, branding, and overall presentation of Complainant's official website.

Paragraph 4(b) of the Policy sets out a list of non-exhaustive circumstances that may indicate that a domain name was registered and used in bad faith, but other circumstances may be relevant in assessing whether a respondent's registration and use of a domain name is in bad faith. WIPO Overview 3.1, section 3.2.1.

Panels have held that the use of a domain name for illegitimate and illegal activity here, claimed as a copycat site, passing off, and fraud constitutes bad faith. WIPO Overview 3.1, section 3.4. Having reviewed the record, the Panel finds Respondent's registration and use of the disputed domain name constitutes bad faith under the Policy.

The Panel finds that 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 <scentbirdperfume.com> be transferred to Complainant.

/R. Eric Gaum/
R. Eric Gaum
Sole Panelist
Date: November 11, 2026