ARBITRATION
AND
MEDIATION CENTER

WIPO
WORLD
INTELLECTUAL PROPERTY
ORGANIZATION

ADMINISTRATIVE PANEL DECISION
Joyoung Company Limited and Shandong Jiuchuang Home Appliances Co., Ltd v. Frank and Andy Trading Pty Ltd
Case No. DAU2026-0028

1. The Parties

The Complainants are Joyoung Company Limited, China ("First Complainant") and Shandong Jiuchuang Home Appliances Co., Ltd, China ("Second Complainant"), both represented by Beijing Janlea Intellectual Property Agency Co., Ltd.

The Respondent is Frank and Andy Trading Pty Ltd, Australia, internally represented.

2. The Domain Name and Registrar

The disputed domain name <shopjoyoung.com.au> is registered with GoDaddy.com, LLC.

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the "Center") on September 18, 2026. On the same day, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On September 22, and September 29, 2026 the Registrar transmitted by email to the Center its verification response confirming that the Respondent is listed as the registrant and providing the contact details.

The Center verified that the Complaint satisfied the formal requirements of the .au Dispute Resolution Policy (the "Policy" or ".auDRP"), the Rules for .au Dispute Resolution Policy (the "Rules"), and the WIPO Supplemental Rules for .au Domain Name Dispute Resolution Policy (the "Supplemental Rules").

In accordance with the Rules, paragraphs 2(a) and 4(a), the Center formally notified the Respondent of the Complaint, and the proceedings commenced on October 7, 2026. In accordance with the Rules, paragraph 5(a), the due date for Response was October 27, 2026. The Response was filed with the Center on October 26, 2026.

The Center appointed Matthew Kennedy as the sole panelist in this matter on October 30, 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.

On November 2, 2026, the Complainant submitted an unsolicited supplemental filing.

4. Factual Background

The Complainants are Chinese companies that manufacture and sell JOYOUNG brand household appliances. The First Complainant (九阳股份有限公司) was founded in 2002 and wholly owns the Second Complainant (山东九创家电有限公司), founded in 2018. The First Complainant holds multiple trademark registrations, including the following:

- International trademark registration number 887959 (designating multiple jurisdictions, including Australia) for JOYOUNG in a stylized script, registered on March 9, 2006, specifying goods in classes 7 and 11; and

- International trademark registration number 1181474 (designating multiple jurisdictions, including Australia) for a figurative JOYOUNG mark (the "JOYOUNG logo"), registered on September 24, 2013, specifying goods in classes 8 and 10.

The above trademark registrations are current. The Complainants use the domain name <joyoung.com> in connection with a website that prominently displays "Joyoung" in the same font as the JOYOUNG logo, and provides information about the Complainants and their products. The Complainants are jointly and separately referred to below as "the Complainant" except as otherwise indicated.

The Respondent is an Australian company.

Prior to the registration of the disputed domain name, the Respondent discussed a planned website and JOYOUNG-related content with a staff member of the Complainant via WeChat. On March 1, 2021, the Respondent asked if it could use the 九阳 (i.e., JOYOUNG) logo, and the Complainant's staff member replied that it could. On August 19, 2021, the Respondent asked for material regarding the JOYOUNG brand story and an introduction to Joyoung for its website, which the Complainant's staff member undertook to request. The First Complainant issued a certificate dated January 1, 2022 authorizing the Respondent to be "the dealer of all categories of Joyoung product within the region of Australia and New Zealand. Distribution channels include: all channels". This initial authorization was valid from January 1, 2022 to December 31, 2022.

The Respondent registered the disputed domain name on February 5, 2022. It specifically informed the Complainant's staff member of the disputed domain name and associated site via WeChat on February 16, 2022. The Second Complainant and the Respondent later entered into a Distribution Agreement with effect from January 1, 2023 (the "Distribution Agreement"), under which the Complainant authorized the Respondent to act as a distributor of certain JOYOUNG-branded home appliances within Australia and New Zealand. Under clause 3.6 of the Distribution Agreement, the Respondent was permitted to use the JOYOUNG logo on advertisements, promotional materials, product showrooms, product display stands, delivery vehicles and office premises, subject to the Complainant's prior approval. Upon termination of the Distribution Agreement, the Respondent was required to immediately and unconditionally cease using the Complainant's logo, corporate name, and trademarks. The First Complainant later issued dealer authorization certificates to the Respondent for the calendar years 2023 and 2024. During this time, the Respondent evidently used the disputed domain name in connection with a website offering JOYOUNG-branded goods for sale, as described further below.

The Second Complainant and the Respondent executed a Distribution Termination Agreement on March 27, 2026 (the "Termination Agreement"), which granted the Respondent a three-year period to dispose of remaining inventory (and up to five years for one particular product line), and also addressed coordination with a potential new distributor, and the purchase of spare parts.

On June 4, 2026, the Complainant sent a cease-and-desist letter to the Respondent, requesting that it cease use of the JOYOUNG brand name, remove all content from its website that may cause consumers to believe that the Respondent remained the Complainant's authorized distributor, and shut down the website, and thereafter cancel the disputed domain name or transfer it to an entity designated by the Complainant. With respect to the legitimate remaining inventory, the Complainant permitted the Respondent to use the Complainant's brand identifiers only to the minimum extent necessary to truthfully describe the products

being sold. In a cover email, the Complainant demanded removal of all JOYOUNG brand names, logos, and brand identifiers from all pages of the website associated with the disputed domain name. The Parties exchanged messages via WeChat on June 22, 2026 in which the Complainant confirmed that the Respondent could continue to sell JOYOUNG products bearing the JOYOUNG brand but not using the JOYOUNG brand on the current website, which could easily lead consumers to believe it was the Complainant's official Australian website. On July 7, 2026, the Complainant sent a follow-up email, noting that the website had not been rectified.

The disputed domain name resolves to a website that prominently displays "Joyoung" in the same color and style as the Complainant's own website. The header reads "Enjoy Life, Feel Young" followed by the disputed domain name. The website offers for sale household appliances. Those appliances visible in the screenshots submitted in evidence correspond to the inventory listed in the Termination Agreement. At the time when the Complaint was filed, the About Us page identified the operator as the Respondent, described as "the authorized distributor of Joyoung and ASD kitchenware products in Australia and New Zealand". On or about October 21, 2026, after commencement of this proceeding, the Respondent removed this statement from the website.

5. Parties' Contentions

A. Complainant

The Complainant contends that the disputed domain name is confusingly similar to its JOYOUNG mark.

The Respondent has no rights or legitimate interests in respect of the disputed domain name. Under the Distribution Agreement, the Complainant did not explicitly grant or implicitly authorize the Respondent to hold the disputed domain name. Domain name registration was not within the scope of the trademark license. The mere existence of a past distribution relationship does not automatically create a legitimate interest in respect of the disputed domain name. The Respondent's authorization to use the JOYOUNG trademark ceased due to termination of the Distribution Agreement. The Complainant permitted the Respondent to continue selling inventory within a specific period to liquidate legitimate stock but this did not extend to use of the disputed domain name.

The disputed domain name was registered or is subsequently being used in bad faith. The Complainant did not grant the Respondent the right to register a domain name containing the core elements of their registered trademark. Their distribution relationship has been formally terminated and the Respondent's continued registration and use of the disputed domain name lacks a legal basis. Through use of the Complainant's mark and the false statement that it is still an "authorized distributor", the Respondent has deliberately created the illusion of an authorized distribution relationship with the Complainant, within the terms of paragraph 4(b)(iv) of the Policy.

The Complainant contends that the disputed domain name should be transferred to it. If the transfer cannot be completed due to eligibility requirements for a ".au" domain name, the Complainant requests that the disputed domain name be cancelled as an alternative remedy.

B. Respondent

The Respondent does not contend that its historical authorization necessarily prevents a finding that the disputed domain name is confusingly similar to the Complainant's JOYOUNG mark.
The Respondent maintains that it has rights or legitimate interests in the disputed domain name, having regard in particular to the circumstances concerning a bona fide offering of goods or services. The disputed domain name was registered during a formal authorization period, promptly disclosed to the Complainant, and used in connection with genuine products and consumer services, including customer enquiries, repairs and warranty requests. The Termination Agreement also expressly contemplated the sale of substantial remaining inventory. The Respondent does not claim ownership of the JOYOUNG trademark or present itself as a currently authorized distributor.

The Respondent did not register the disputed domain name for the purpose of selling it to the Complainant, or preventing its registration of a domain name, or disrupting its business, or operating an unrelated sham business to mislead consumers. The disputed domain name was registered during a formal authorization period and promptly disclosed to the Complainant. The Termination Agreement provides for disposal of inventory and continuing access to spare parts. On June 22, 2026, the Complainant acknowledged the Respondent's reasonable needs in these respects. The Respondent's continued business activities have related to genuine remaining inventory and existing customers' after-sales needs, and the Respondent has corrected outdated authorization statements. The Respondent remains willing to discuss reasonable transitional arrangements.

The Respondent requests that the Panel deny the Complaint and reject the requested transfer of the disputed domain name.

6. Discussion and Findings

6.1 Unsolicited Supplemental Filing

The Complainant made an unsolicited supplemental filing after the appointment of the Panel. The Respondent did not comment on the Complainant's unsolicited supplemental filing.

Paragraph 10(b) and (c) of the Rules require the Panel to ensure that "each Party is given a fair opportunity to present its case" and that "the administrative proceeding takes place with due expedition". At the same time, paragraph 12 provides that "[i]n addition to the complaint and the response, the Panel may request or permit, in its sole discretion, further statements or documents from either of the Parties". Generally speaking, panels will only accept an unsolicited supplemental filing in "exceptional" circumstances. See auDA Overview of Panel Views on Selected auDRP Questions, Second Edition ("auDRP Overview 2.0"), section 4.6.

The Panel has reviewed the Complainant's unsolicited supplemental filing and sees no exceptional circumstances that would justify accepting it. It contains a summary of the Response and an element-by-element rebuttal. It does not appear to be based on material new evidence that was not available at the time when the Complaint was filed or that is not already on the record. Accordingly, the Panel considers that the Complainant has already been given a fair opportunity to present its case in the Complaint. Therefore, the Panel declines to accept the Complainant's unsolicited supplemental filing.

6.2 Substantive Issues

Paragraph 4(a) of the auDRP provides that a complainant must prove each of the following elements:

(i) the disputed domain name is identical or confusingly similar to a name, 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 or subsequently used in bad faith.

The burden of proof of each element is borne by the Complainant.

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. See auDRP Overview 2.0, section 1.7.

The Complainant has shown rights in respect of a JOYOUNG trademark for the purposes of the Policy. See auDRP Overview 2.0, section 1.2.1.

The JOYOUNG mark is reproduced within the disputed domain name. Despite the addition of the word "shop", the mark remains clearly recognizable within the disputed domain name. The only other element in the disputed domain name is a Second Level Domain ("2LD") extension (".com.au"), which is generally disregarded in the assessment of confusing similarity for the purposes of the Policy. Accordingly, the disputed domain name is confusingly similar to the mark for the purposes of the Policy. See auDRP Overview 2.0, sections 1.7, 1.8, 1.10, and 1.11.1.

Therefore, 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 .AU 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. See auDRP Overview 2.0, section 2.1.1.

In the present case, the disputed domain name is composed of the word "shop" followed by the JOYOUNG mark (plus a 2LD extension), which tends to suggest affiliation with the Complainant. The associated website prominently displays "Joyoung" in the same color and style as does the Complainant's own website and it offers for sale the Complainant's household appliances, without any clarification of the current relationship between the Parties. On the contrary, at the time when the Complaint was filed, there was a statement on the About Us page that the Respondent was "the authorized distributor" of Joyoung in Australia and New Zealand. This all gave the impression of affiliation with the Complainant, despite the termination of the Distribution Agreement in March of this year, since which time the Respondent has had a transitional right to dispose of inventory and purchase spare parts. These circumstances do not indicate that the Respondent's current use of the disputed domain name in connection with an offering of goods or services is bona fide, nor that it is making a legitimate noncommercial or fair use of the disputed domain name.

Further, the Respondent is named "Frank and Andy Trading Pty Ltd", which does not resemble the disputed domain name. Nothing on the record indicates that the Respondent has been commonly known by the disputed domain name.

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 submits that it is using the disputed domain name in connection with an offering of genuine JOYOUNG goods and services but it does not show that that offering has been bona fide since the termination of the Distribution Agreement. The Respondent has removed the statement on its website that it is the authorized distributor of Joyoung, but it did not alter the presentation of the website with the Joyoung brand nor add a clear and sufficiently prominent clarification of the Parties' current relationship. In any case, it only removed the statement regarding authorization after receipt of notice of this dispute. Accordingly, the Respondent has not rebutted the Complainant's prima facie showing.

Based on the record, the Panel finds the second element of the Policy has been established.

C. Registered or Subsequently Used in Bad Faith

The Panel notes that the third element of the Policy contains two requirements that apply disjunctively. That is, the Complainant may demonstrate either that the disputed domain name was registered in bad faith, or that it has subsequently been used in bad faith, but not necessarily both.

The Panel notes that, for the purposes of paragraph 4(a)(iii) of the Policy, paragraph 4(b) of the Policy establishes circumstances, in particular, but without limitation, that, if found by the Panel to be present, shall be evidence of the registration and use of a domain name in bad faith. The fourth circumstance is as follows:

(iv) by using the domain name, [the respondent has] intentionally attempted to attract, for commercial gain, Internet users to a website or other online location, by creating a likelihood of confusion with the complainant's name or mark as to the source, sponsorship, affiliation, or endorsement of that website or location or of a product or service on that website or location.

In the present case, the disputed domain name was registered in February 2022, after the registration of the Complainant's trademarks. The disputed domain name is composed of the word "shop" followed by the JOYOUNG mark (plus a 2LD extension) and resolves to a website offering for sale JOYOUNG-branded products. It is not disputed that the Respondent was aware of the Complainant and its JOYOUNG marks at the time when it registered the disputed domain name. By that time, the Respondent was an authorized dealer of Joyoung products via "all" distribution channels. Prior to registering the disputed domain name, the Respondent discussed its planned website and use of JOYOUNG-related content with the Complainant; it also requested and obtained permission to use the JOYOUNG logo, and sought materials to upload to the site. It disclosed the composition of the disputed domain name to the Complainant within days of its registration. The Parties later entered into the Distribution Agreement. In these circumstances, the Panel does not consider that the Complainant has demonstrated that the Respondent registered the disputed domain name with a bad faith intention.

However, the Respondent has used the disputed domain name with a website that prominently displays "Joyoung" in the same color and style as the Complainant's own website and offers for sale the Complainant's household appliances, giving the impression of affiliation with the Complainant, despite the termination of the Distribution Agreement in March of this year, over five months prior to the filing of the Complaint. There is no clarification on the website of the current relationship between the Parties, despite the Respondent now having a transitional right to dispose of inventory and purchase spare parts. On the contrary, at the time when the Complaint was filed, there was a statement on the About Us page that the Respondent was "the authorized distributor" of Joyoung in Australia and New Zealand. In view of these circumstances, the Panel finds that, since the Termination Agreement, by using the disputed domain name, the Respondent has intentionally attempted to attract, for commercial gain, Internet users to its website by creating a likelihood of confusion with the Complainant's mark as to the affiliation, or endorsement of that website within the terms of paragraph 4(b)(iv) of the Policy.

Therefore, the Panel finds that the Complainant has established the third element of the Policy.

D. Complainant's Eligibility

The Complainant has succeeded on all three elements of the Policy and contends that the disputed domain name should be transferred to it. However, if the transfer cannot be completed due to eligibility requirements for a ".au" domain name, it requests that the disputed domain name be cancelled as an alternative remedy.

The Panel does not consider that it is responsible for a definitive determination of whether a complainant satisfies the eligibility requirements. However, it can be noted that auDA Policy 2019-01 ".au Domain Administration Rules: Licensing", paragraph 2.4.1, requires a person applying for a license to have an Australian Presence, as defined in paragraph 1.4 of those rules.

Given that the Complainant has not advanced any argument as to why it would satisfy the eligibility and allocation criteria for the disputed domain name, and that it has requested cancellation as an alternative to transfer, the Panel will make its order of transfer subject to the Complainant or an entity nominated by the Complainant satisfying the registrar of its eligibility. See auDRP Overview 2.0, section 5.2.

7. Decision

For all 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 <shopjoyoung.com.au> be transferred to the Complainant, subject to the Complainant or an entity nominated by the Complainant satisfying the registrar of its eligibility, failing which, the Panel orders that the disputed domain name shall be cancelled.

/Matthew Kennedy/
Matthew Kennedy
Sole Panelist
Date: November 6, 2026