



(Hong Kong Office)

**ADMINISTRATIVE PANEL DECISION**

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<b>Case No.</b>	<b>HK-2401889</b>
<b>Complainant:</b>	<b>Citigroup Inc.</b>
<b>Respondents:</b>	<b>Domain Administrator, and deng zheng zheng, shang hai cheng xing wang luo ke ji you xian gong si</b>
<b>Disputed Domain Names:</b>	<b>&lt;citifutures.cc&gt;, &lt;citi.la&gt;, &lt;wwwciti.top&gt;, and &lt;wwwcitifutures.top&gt;</b>

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**1. The Parties and Contested Domain Names**

The Complainant is Citigroup Inc. of 388 Greenwich Street, New York NY 10013, United States of America (“United States”).

The Respondents are Domain Administrator of 25 N. 23<sup>rd</sup> Ave Suite 100, Phoenix AZ 85014, United States; and deng zheng zheng, shang hai cheng xing wang luo ke ji you xian gong si of Shanghai song jiang song jiang qu che dun zhen che ting gong lu 128 hao 8 chuang 368 shi, 201609, China.

The disputed domain names <citifutures.cc> and <citi.la> are registered by Domain Administrator with NameSilo, LLC of 1300 E Missouri Ave, Phoenix, Arizona 85014, United States. The disputed domain names <wwwciti.top> and <wwwcitifutures.top> are registered by deng zheng zheng, shang hai cheng xing wang luo ke ji you xian gong si with Gname.com Pte. Ltd of 6 Battery Road, #29-02/03, Singapore 049909. NameSilo, LLC and Gname.com Pte. Ltd are jointly and separately referred to below as the “Registrar”.

**2. Procedural History**

The Complainant filed the Complaint in English with the Hong Kong Office of Asian Domain Name Dispute Resolution Centre on 14 May 2024 in accordance with the Uniform Policy for Domain Name Dispute Resolution approved by the Internet Corporation for Assigned Names and Numbers (“ICANN”) on 24 October 1999 (the “Policy”), the Rules for Uniform Domain Name Dispute Resolution Policy approved by the ICANN Board of Directors on 28 September 2013 (the “Rules”) and the ADNDRC Supplemental Rules for Uniform Domain Name Dispute Resolution Policy effective from 21 August 2023 (the “Supplemental Rules”). On 17 May 2024, the Hong Kong Office acknowledged receipt of the Complaint and sent emails to the Registrar requesting verification of information regarding the disputed domain names. On 20, 21, and 30 May 2024, the Registrar sent confirmation emails disclosing registrant and contact information for the disputed domain names that differed in part from the named respondent and

contact information in the Complaint. On 28 May 2024, the Hong Kong Office also sent an email to the Complainant regarding the language of the proceeding. On 1 June 2024, the Complainant replied, requesting that the language of the proceeding be English. On 31 May 2024 and 3 June 2024, the Hong Kong Office sent emails to the Complainant asking it to update the information regarding the Respondents in the Complaint. On 5 June 2024, the Complainant filed an amended Complaint in English.

On 6 June 2024, the Hong Kong Office sent an email to the Respondents in Chinese and English regarding the language of the proceeding. The Respondents did not comment on the language of the proceeding.

The Hong Kong Office confirmed that the Complaint, as amended, was in administrative compliance with the Policy and the Rules. On 6 June 2024, the Hong Kong Office sent the Respondents a written notice of the Complaint in Chinese and English, informing them that they were required to submit a Response within 20 days (that is, on or before 26 June 2024). The Hong Kong Office did not receive a Response from the Respondents regarding the Complaint. Accordingly, on 27 June 2024, the Hong Kong Office notified the parties of the Respondents' default.

On 27 June 2024, the Hong Kong Office appointed Matthew Kennedy as the sole Panelist in this dispute, who confirmed that he was available to act independently and impartially between the Parties in this matter. On the same day, the Hong Kong Office transferred the case file to the Panel.

### **3. Factual background**

The Complainant provides banking and financial services, including futures contracts or “futures”. The Complainant’s Chinese subsidiary 花旗銀行（中国）有限公司 (Citibank (China) Company Limited) was established in 2007, now has branches in 12 cities in mainland China, and uses the trade names “CITI” and “花旗”. The Complainant holds trademark registrations in multiple jurisdictions, including the following:

- United States trademark registration number 1181467 for CITI, registered on 8 December 1981, specifying financial services in class 36;
- Chinese trademark registration number 6515039 for CITI, registered on 14 January 2013, specifying financial services in class 36; and
- Chinese trademark registrations numbers 3475677 and 5045658 for “花旗”, registered on 28 January 2005 and 14 May 2009, respectively, specifying financial, advertising, and other services in classes 36 and 35, respectively.

The Complainant’s related company Citigroup N.A. registered the domain names <citigroup.com> and <citi.com> in 1998, which it uses in connection with websites where it provides information about its corporate group and offers banking and financial services. The Complainant’s Chinese subsidiary 花旗銀行（中国）有限公司 (Citibank (China) Company Limited) uses the domain name <citi.com.cn> in connection with a website in Chinese and English where it provides information about itself and its services.

The Respondent is identified with respect to the disputed domain names <wwwciti.top> and <wwwcitifutures.top> as an individual named “deng zheng zheng” and a company named “shang hai cheng xing wang luo ke ji you xian gong si”. The true identity of the beneficial owner of the other two disputed domain names has not been disclosed.

The disputed domain names <citifutures.cc> and <citi.la> were registered on 29 June 2023. The disputed domain names <wwwciti.top> and <wwwcitifutures.top> were registered on 22 December 2023.

A subdomain of the disputed domain name <citifutures.cc> formerly resolved to a website in Chinese titled “全球热门投资品种” (meaning “Global popular investment products”) that offered a trading platform for futures. Internet users could simulate trades and register for an account that they could recharge by depositing money. The “关于我们” (meaning “About Us”) page displayed the heading “关于 CITI” (meaning “About CITI”) and the site presented its operator as “香港花旗期货投资有限公司” (meaning “Hong Kong Citi Futures Investment Co., Ltd”). Another page on the site claimed that the operator had deposited funds with “花旗银行 (CitiBank)” in Chinese and English. The site repeatedly displayed a logo comprising the CITI mark alongside “花旗期货” (meaning “Citi Futures”) and the web address [www.citi.la](http://www.citi.la). Certain other webpages also prominently displayed this web address.

Two disputed domain names <wwwciti.top> and <wwwcitifutures.top> formerly resolved to websites with an identical homepage titled “花旗期货纵横全球市场” (meaning “Citi Futures covers global markets”) superimposed on an image of a globe. The websites offered contract for differences (CFD) securities. The homepage prominently displayed the same logo as the website associated with the subdomain <m.citifutures.cc>, comprising the CITI mark alongside “花旗期货” (meaning “Citi Futures”) and the web address [www.citi.la](http://www.citi.la). According to evidence presented by the Complainant, the disputed domain name <citi.la> redirected to <wwwciti.top>.

At the time of this Decision, the disputed domain names no longer resolve to any active website; rather, they are passively held.

#### **4. Parties’ Contentions**

##### **A. Complainant**

The Complainant’s contentions may be summarized as follows:

- i. The disputed domain names are identical or confusingly similar to the Complainant’s prior trademarks and trade names CITIGROUP and CITI, and its prior domain names.
- ii. The Respondents have no rights or legitimate interests in respect of the disputed domain names. The Respondents do not own any trademark or trade name corresponding to the disputed domain names. CITI is a coined word closely associated with the Complainant.
- iii. Based on the high reputation of the Complainant’s CITIGROUP and CITI trademarks and trade names, it is unlikely that the Respondents were not aware of them when registering the disputed domain names. The Respondents’ registration of the disputed domain names prevents the Complainant from reflecting its trademark in the corresponding domain names. The Respondents’ websites not only promote financial services that are highly consistent with the Complainant’s

business area, but also impersonate the Complainant under the names of CITI and “花旗”. The Respondents have registered and are using the disputed domain names with the purpose of creating confusion among consumers with respect to the Complainant.

B. Respondents

The Respondents did not reply to the Complainant’s contentions.

## 5. Findings

### 5.1 Preliminary Issues

#### A) Consolidation: Multiple Registrants

The Complaint initiates disputes in relation to four domain names in circumstances where the true identity of the beneficial owner of two of them (<citifutures.cc> and <citi.la>) is not disclosed. The Complainant alleges that all disputed domain names are registered and operated by a single entity and it requests consolidation of the disputes against them.

Pursuant to paragraph 1 of the UDRP Rules, “Respondent” is defined as the holder of a domain name against which a complaint is initiated. Accordingly, the Panel will allow consolidation of the disputes if there is evidence that the registrants are all the same person or entity. See *Guide to HKIAC Domain Name Dispute Resolution* (2nd Edition, 2022), Section 3.4.1.

The Panel notes that the Registrar verified that the same individual and organization, *i.e.*, deng zheng zheng, shang hai cheng xing wang luo ke ji you xian gong si, are the holder of two disputed domain names (<wwwciti.top> and <wwwcitifutures.top>). However, the Registrar also verified that all four disputed domain name registrations share the same contact email address. The Panel also notes that all four disputed domain names contain the same trademark (“CITI”), and three disputed domain names have been used to resolve to websites that display the same logo, while the fourth (<citi.la>) redirected to one of those three. In view of these circumstances, the Panel is persuaded that the disputed domain name holders are all the same person or entity.

Accordingly, the Panel will decide the disputes regarding all four disputed domain names nominally held by Domain Administrator and held by deng zheng zheng, shang hai cheng xing wang luo ke ji you xian gong si (referred to below jointly and separately as “the Respondent”).

#### B) Language of the Proceeding

Paragraph 11(a) of the Rules provides that “unless otherwise agreed by the Parties, or specified otherwise in the Registration Agreement, the language of the administrative proceeding shall be the language of the Registration Agreement, subject to the authority of the Panel to determine otherwise, having regard to the circumstances of the administrative proceeding”. Panels may consider a range of factors when determining the language of the proceeding. See *Guide to HKIAC Domain Name Dispute Resolution* (2nd Edition, 2022), Section 3.10.

In the present case, the Registrar confirmed that the Registration Agreements for the disputed domain names <citifutures.cc> and <citi.la> are in English, while the Registration

Agreements for the disputed domain names <wwwciti.top> and <wwwcitifutures.top> are in Chinese. The Complainant requests that English be the language of the proceeding. Its main arguments are that the Respondent's webpage includes content in both English and Chinese, translation of the Complaint will lead to unwarranted delay, and the Respondent's webpage supports trading in USD and USDT.

Paragraph 10(b) and (c) of the Rules requires the Panel to ensure that the Parties are treated with equality, that each Party is given a fair opportunity to present its case and that the administrative proceeding take place with due expedition.

The Panel observes that the Complaint and amended Complaint in this proceeding were filed in English. Even though the Registration Agreements for two disputed domain names are in Chinese, the Panel has determined in Section 5.1A above that all four disputed domain names are held by the same person or entity. The Registration Agreements for the other two disputed domain names are in English, which demonstrates that the Respondent is able to communicate in that language. Moreover, despite the Hong Kong Office having sent the Respondent a bilingual email regarding the language of the proceeding and a bilingual written notice of Complaint, the Respondent has not expressed any interest in participating in this proceeding. Therefore, the Panel considers that requiring the Complainant to translate the Complaint into Chinese would create an undue burden and delay whereas accepting the Complaint in English does not cause prejudice to either Party.

Having considered all the circumstances above, the Panel determines under paragraph 11(a) of the Rules that the language of this proceeding is English.

## **5.2 Substantive Issues**

The ICANN Uniform Domain Name Dispute Resolution Policy provides, at Paragraph 4(a), that each of three findings must be made regarding each disputed domain name in order for a Complainant to prevail:

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

### **A) Identical / Confusingly Similar**

Based on the evidence submitted, the Panel finds that the Complainant has rights in the CITI mark, among others.

Each of the disputed domain names wholly incorporates the CITI mark. One of the disputed domain names adds the prefix "www" before the mark, one adds the word "futures" after the mark, one adds both these elements, and the other adds neither. Despite these additions, the CITI mark remains clearly recognizable in all four disputed domain names.

The only other element in each disputed domain name is a Top-Level Domain ("TLD") extension (variously the generic TLD ".top" or the country or territory code TLDs ".la" or ".cc"). As a standard requirement of domain name registration, the TLDs may be disregarded in the comparison between the disputed domain names and the Complainant's mark for the purposes of the first element of paragraph 4(a) of the Policy.

Therefore, the Panel finds that the disputed domain name <citi.la> is identical to a trademark in which the Complainant has rights and, further, that the disputed domain names <citifutures.cc>, <wwwciti.top>, and <wwwcitifutures.top> are confusingly similar to a trademark in which the Complainant has rights. The Complainant has satisfied the first element in paragraph 4(a) of the Policy.

## **B) Rights and Legitimate Interests**

Paragraph 4(c) of the Policy sets out the following circumstances which, without limitation, if found by the Panel, shall demonstrate that a respondent has rights to, or legitimate interests in, a disputed domain name, for the purposes of paragraph 4(a)(ii) of the Policy:

- (i) before any notice to [the respondent] of the dispute, [the respondent's] use of, or demonstrable preparations to use, the [disputed] domain name or a name corresponding to the [disputed] domain name in connection with a *bona fide* offering of goods or services; or
- (ii) [the respondent] (as an individual, business, or other organization) [has] been commonly known by the [disputed] domain name, even if [the respondent has] acquired no trademark or service mark rights; or
- (iii) [the respondent is] making a legitimate noncommercial or fair use of the [disputed] domain name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue.

As regards the first and third circumstances set out above, the disputed domain names all incorporate the CITI mark. All were formerly used to resolve or redirect to websites prominently displaying a logo comprising the Complainant's CITI mark alongside “花旗期货” (meaning “CITI Futures”), which contains the Complainant's Chinese mark (花旗) as well as a description of a type of financial product that the Complainant provides (futures). This all gave the impression that the websites were affiliated with, or endorsed by, the Complainant. Moreover, the website associated with a subdomain of the disputed domain name <citifutures.cc> expressly identified its operator as if it were an affiliate of the Complainant named “香港花旗期货投资有限公司” (meaning “Hong Kong Citi Futures Investment Co., Ltd”). However, it is clear from the Complaint that there is no business relationship between the Parties. Further, at the time of this Decision, none of the disputed domain names resolves to any active website. Accordingly, the Panel does not consider that the Respondent is using the disputed domain names in connection with a *bona fide* offering of goods or services. Given that the websites offered financial products, the Panel does not consider that the Respondent is making a legitimate noncommercial or fair use of the disputed domain names either.

As regards the second circumstance set out above, the Respondent's personal and company names are listed in the Registrar's WhoIs database as “deng zheng zheng” and “shang hai cheng xing wang luo ke ji you xian gong si”, which appear to be transcriptions of “邓正正” and “上海澄杏网络科技有限公司”, which may be translated as “Shanghai Chengxing Network Technology Co., Ltd.” Nothing in the record indicates that the Respondent has been commonly known by any of the disputed domain names.

In summary, the Panel considers that the Complainant has made a *prima facie* case that the Respondent has no rights or legitimate interests in respect of the disputed domain names. The Respondent failed to rebut that *prima facie* case because it did not respond to the Complainant's contentions.

Therefore, based on the record of this proceeding, the Panel finds that the Complainant has satisfied the second element in paragraph 4(a) of the Policy.

### **C) Bad Faith**

Paragraph 4(b) of the Policy provides that certain circumstances, 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 [disputed] domain name, [the respondent has] intentionally attempted to attract, for commercial gain, Internet users to [the respondent’s] web site or other on-line location, by creating a likelihood of confusion with the complainant’s mark as to the source, sponsorship, affiliation, or endorsement of [the respondent’s] web site or location or of a product or service on [the respondent’s] web site or location.”

The disputed domain names were registered in 2023, years after the registration of the Complainant’s CITI marks, including in China, where the Respondent is based. The disputed domain names all wholly incorporate the CITI mark and two of them included a description of a financial product that the Complainant offers, *i.e.*, futures. The disputed domain names were all formerly used to resolve or redirect to websites prominently displaying two marks both belonging to the Complainant, *i.e.*, CITI and 花旗, which is surely not a coincidence, and they offered the same or a similar type of financial products as the Complainant, which indicates an awareness of the nature of the Complainant’s business. Moreover, the website associated with a subdomain of the disputed domain name <citifutures.cc> expressly referred to “花旗银行 (CitiBank)” in Chinese and English, confirming an awareness of the Complainant. In view of these circumstances, the Panel finds that the Respondent had the Complainant’s CITI mark in mind when it registered the disputed domain names.

The Respondent formerly used the disputed domain names to resolve or redirect to websites that prominently displayed the Complainant’s CITI mark, the Complainant’s 花旗 mark, and offered the same or a similar type of financial products as the Complainant, giving the false impression that they were somehow affiliated with, or endorsed by, the Complainant. Given these circumstances, the Panel finds that the disputed domain names operate by creating a likelihood of confusion with the Complainant’s trademark as to the source, sponsorship, affiliation or endorsement of the websites or the products offered for sale on them. This use of the disputed domain names was intended to attract Internet users to the Respondent’s website for commercial gain as contemplated by paragraph 4(b)(iv) of the Policy.

The Panel takes note that the use of the disputed domain names has recently changed and that they do not resolve to active websites. This change in use does not alter the Panel’s conclusion; if anything, it may be an attempt to evade detection and constitute a further indication of bad faith.

Therefore, the Panel finds that the disputed domain names have been registered and are being used in bad faith. The Complainant has satisfied the third element in paragraph 4(a) of the Policy.

## 6. 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 names <citifutures.cc>, <citi.la>, <wwwciti.top>, and <wwwcitifutures.top> be transferred to the Complainant.

*Matthew Kennedy*

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Matthew Kennedy  
Panelist

Dated: 3 July 2024