



Asian Domain Name Dispute Resolution Centre

hongkong

(Hong Kong Office)

ADMINISTRATIVE PANEL DECISION

Case No.	HK-180101118
Complainant:	Alibaba Group Holding Limited
Respondent:	Data Protected Data Protected/Steve Lam
Disputed Domain Name(s):	< alipayservices.com >

1. The Parties and Contested Domain Name

The Complainant is Alibaba Group Holding Ltd., of 4th Floor, One Capital Place, P.O. Box 847, Grand Cayman, Cayman Islands, British West Indies. The authorized representative of the complainant is Paddy Tam, CSC Digital Brand Services Group AB, of Drottningatan 92-94, 111 36 Stockholm, Sweden.

The Respondent is Data Protected Data Protected/Steve Lam, of Units 801-803, Level 8, Core C, Cyberport 3, Hong Kong.

The domain name at issue is < alipayservices.com >, registered by Respondent with eNom, LLC, of 5808 Lake Washington Boulevard, Kirkland WA 9083, USA.

2. Procedural History

On June 7, 2018, the Complainant submitted the Complaint in English on domain name < alipayservices.com > to the Hong Kong Office of the Asian Domain Name Dispute Resolution Centre (the "Centre"), in accordance with the Uniform Domain Name Dispute Resolution Policy (the "Policy") adopted by the Internet Corporation for Assigned Names and Numbers (ICANN) on August 26, 1999, the Rules for Uniform Domain Name Dispute Resolution Policy Disputes (the "Rules") approved by ICANN on October 24, 1999, and the Asian Domain Name Dispute Resolution Centre Supplemental Rules (the "Supplemental Rules") in effect as of February 28, 2002. The Complainant requested a one-person panel.

After receiving the Complaint, the Centre, in accordance with the Supplemental Rules, verified that the Complaint complied with the formal requirements of the Rules and the Supplemental Rules. In that regard, on June 13, 2018, the Centre requested the Registrar, eNom, LLC, to confirm: (1) that the disputed domain name was registered with the Registrar, (2) whether the Respondent is the registrant or holder of the name, and (3) whether the Policy applies to the name; and to specify: (4) the language of the Registration

Agreement of the disputed domain name, (5) Whois information for the disputed domain name, and (6) the current status of the domain name.

On June 14, 2018, the Registrar provided its response to the Centre through which it confirmed that: (1) the name was registered with eNom, LLC, (2) the Respondent is the registrant or holder of the name, and (3) the Policy applies to the name. The Registrar also stated that (4) the registration agreement is in the English language, (5) provided name and contact information pertinent to the name as reflected in its Whois database, and stated that (6) the domain name was locked and would remain locked during the pending administrative proceeding.

On June 27, 2018, the Centre sent the Complaint to the Respondent. The Respondent was then provided with a 20-calendar-day period, expiring on July 17, 2018, to file its Response with the Centre and the Complainant. The Respondent submitted the Response not in English, but in Chinese, on the domain name < alipayservices.com > to the Centre on July 17, 2018.

Following the Respondent's response, the Complainant did not argue about the language used in the Response, but requested for the suspension of the case for three (3) weeks in order to do an internal checking. In light of the Complainant's request for the suspension of the proceeding in this case, the Centre asked the Respondent to provide comments on the matter by August 3, 2018.

On August 14, 2018, the Complainant submitted more evidence, and asked the Centre to proceed the case. Pursuant to the Rules and the Supplemental Rules, the Centre, by email dated August 16, 2018, contacted the undersigned, Ms. Shirley Lin, requesting her service as a Sole Panelist for this dispute. Subsequently, on the same day, Ms. Shirley Lin responded and affirmed her ability to act completely independently and impartially in this matter. Subsequently, the Centre, through an email dated August 16, 2018, notified the Parties of the appointment of Ms. Shirley Lin as the Sole Panelist.

The Panel finds that the Administrative Panel was properly constituted and appointed in accordance with the Rules and the Supplemental Rules. Based on the deadline set forth in Paragraph 15 of the Rules, a decision should be issued by the Panel to the Centre on or before August 30, 2018.

3. Factual background

The Complainant: Alibaba Group Holding Ltd.

A. The Complainant and its activities: the Alibaba Group and Alipay

The Complainant, Alibaba Group Holding Limited (the "Alibaba Group" or "阿里巴巴集团"), was founded in Hangzhou, China in 1999. Since then, the Alibaba Group has grown to become a global leader in the field of e-commerce and its total revenue has hit USD 15 billion and USD 22 billion for the year ended 31 March 2016 and 31 March 2017, respectively. The Alibaba Group operates various businesses through its related and affiliated companies, including online business-to-business wholesale marketplaces, namely, www.alibaba.com for global trade and www.1688.com for domestic trade in

China; and other online business-to-consumer and consumer-to-consumer platforms, namely, Taobao marketplace, AliExpress marketplace and Tmall marketplace. The Alibaba Group also operates a travel and tourism service, a data and cloud computing and a logistics data platform. On 19 September 2014, Alibaba officially listed on the New York Stock Exchange (NYSE: BABA), and has set a record for the world's biggest initial public offering with its US 25 billion listing.

The Alibaba Group, through its affiliates established the brand "Alipay" and launched the Alipay platform (www.alipay.com) in 2004. Since October 2014, the Alipay platform has been operated by the Ant Financial Services Group (the "Ant Financial") and its affiliates including Alipay. The Alibaba Group has granted a license to the Ant Financial and Alipay to use the Alipay Trade Marks, but all the rights, title, interest and goodwill subsisting in the Alipay Trade Marks remains vested with the Complainant.

The Alipay platform is one of the most widely used independent third-party payment solutions in China. Alipay payment services are available in multiple jurisdictions, allowing payment to be collected by Mainland and overseas merchants from buyers over the world. As of December 2016, Alipay has over 450 million registered users, over 200 financial institutions including leading national and regional banks across China as well as Visa and MasterCard to facilitate payments in China and abroad, and excluding mainland China, it has a network of close to 100,000 retailers in 70 countries and regions, offering payment services for around 10 million small and micro merchants, supporting transactions in 18 foreign currencies. On November 11, 2016, USD 17.8 billion of gross merchandise volume was settled through Alipay on Alibaba's Chinese and international retail marketplaces, and 175,000 payment transactions were processed per second at peak by the Alipay platform.

The Alibaba Group has secured the registration of < alipay.com > back in 2004. Throughout the years, the Alibaba Group, the Ant Financial, and Alipay have developed the Alipay brand which has gained significant popularity globally. The Alibaba Group, the Ant Financial, and Alipay have marketed extensively the brand of "Alipay" for many years through different marketing campaigns, and have received a significant amount of media attention which resulted in a high public profile.

The Alibaba Group holds over 100 domain name registrations containing the mark "ALIPAY". Specifically, the domain names < alipay.com.hk > and < alipay.hk > were both registered back in 2006. In short, the portfolios of trademarks and domain names incorporating "Alipay" or "支付宝" are substantial.

B. The Complainant's Alipay Trade Marks

The Complainant is the owner of various registrations for the trademarks "ALIPAY" and "支付宝" on a worldwide basis, including China, Hong Kong, the United States, Canada, Mexico, Colombia, Ecuador and Venezuela ("Alipay Trade Marks").

The most relevant registrations to this matter are:

<i>Trade Mark</i>	<i>Jurisdiction</i>	<i>Reg. No.</i>	<i>Class</i>	<i>Date of Registration</i>
支付宝 ALIPAY	Hong Kong	300337969	9, 35, 36, 38, 39, 42	2004-12-15
ALIPAY	Hong Kong	301409607AA	9, 35, 42	2009-08-19
ALIPAY	Hong Kong	301409607AB	36, 38	2009-08-19
ALIPAY	China	4580577	9	2008-01-21
ALIPAY	China	4580578	35	2008-10-14
支付宝	China	4384833	35	2008-10-07
ALIPAY	US	3761346	9, 35, 36, 38, 39, 42	2010-03-16

In this respect, the Complainant provided evidence and details of the relevant trade mark registrations and copies of the certificates of registrations in, respectively, Annex 2 and Annex 3 to the Complaint.

The Respondent

As indicated in the Whois registration record provided in Annex 1 to the Complaint, the Respondent registered the disputed domain name on October 12, 2016.

4. Parties' Contentions

A. Complainant

The Complainant's contentions may be summarized as follows:

- i. The disputed domain name is identical or confusingly similar to a trademark or service mark in which the Complainant has rights

The complainant submits that the Dispute Domain Name < alipayservices.com > is confusingly similar to its Alipay Mark.

By virtue of its trade mark registrations, the Complainant is the owner of the Alipay Trade Marks, and has established its rights in the Alipay Trade Marks since 2004. See *WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition ("WIPO Overview 3.0")* at § 1.2.1 (“Where the complainant holds a nationally or regionally registered trademark or service mark, this prima facie satisfies the threshold requirement of having trademark rights for purposes of standing to file a UDRP case.”).

The ALIPAY mark is a coined word with no meaning in the English dictionary or other languages. When comparing the Disputed Domain Name to the Complainant's mark “ALIPAY”, the relevant comparison to be made is only between the second-level portion of the Disputed Domain Name and Complainant's mark “ALIPAY”. See *Rollerblade, Inc. v. McCrady*, D2000-0429 (WIPO June 28, 2000).

The Disputed Domain Name incorporates the Complainant's mark “ALIPAY” in its entirety. In creating the Disputed Domain Name, the Respondent has merely added the generic, descriptive term “services” to the Complainant's mark “ALIPAY”, thereby making the Disputed Domain Name confusingly similar to the Complainant's mark. See *WIPO Jurisprudential Overview 3.0 at 1.8* [“Where the relevant trademark is recognizable within

the disputed domain name, the addition of other terms (whether descriptive, geographical, pejorative, meaningless, or otherwise) would not prevent a finding of confusing similarity under the first element.”] The fact that such term is closely linked and associated with the Complainant’s brand and mark only serves to underscore and increase the confusing similarity between the Disputed Domain Name and the Complainant’s mark. More specifically, the term “services” can refer to ALIPAY’s online payment processing and escrow services. Past Panels have consistently held that a disputed domain name that consists merely of a complainant’s mark and an additional term that closely relates to and describes that complainant’s business is confusingly similar to that complainant’s marks. See *Inter IKEA Systems B.V. v. Franklin Lavall?e / IkeaCuisine.net*, D2015-2042 (WIPO, Dec. 22, 2015) (“*The confusing similarity between the disputed domain name and the Complainant’s IKEA trade mark is in fact further enhanced by the inclusion of a term that relates to the furniture business of the Complainant*”).

Additionally, the Respondent’s use of the Disputed Domain Name contributes to the confusion. The Respondent’s use of the Disputed Domain Name is to resolve to a website which provides mobile payment services, which suggests and could evident that the Respondent intended the Disputed Domain Name to be confusingly similar to the Complainant’s mark “ALIPAY”. See *the Gaming Board for Great Britain v. Gaming Board*, D2004-0739 (WIPO Oct. 18, 2004).

Based on the foregoing, the Complainant considers the Disputed Domain Name to be identical or confusingly similar to Complainant’s mark “ALIPAY” and/or the trade name “Alipay”, in which the Complainant has had rights prior to the date of registration of the Disputed Domain Name, and continues to have rights. From these facts, it is argued that, apparently, the Disputed Domain Name is confusingly similar to the Complainant’s marks, and that the Respondent intended to, and is currently riding on the reputation of the Complainant’s business.

- ii. The Respondent has no rights or legitimate interests in respect of the domain name:

The Complainant submits that the Respondent has no rights or legitimate interests in respect of the Disputed Domain Name because of the unauthorized use of the Alipay mark, the meaning of Alipay in ordinary language, the illegitimate use of domain for commercial gain, and the absence of *bona fide* offering of goods or services.

The Complainant submits that the Respondent is not commonly known by the Disputed Domain Name, which evinces a lack of rights or legitimate interests. Furthermore, the Complainant has not licensed, authorized, or permitted the Respondent to register domain names incorporating the Complainant’s trademark “ALIPAY”.

The Respondent is making neither a *bona fide* offering of goods or services nor a legitimate, noncommercial fair use of the Disputed Domain Name. On the website available at the Disputed Domain Name, the Respondent offers and attempts to sell the products and services, which directly compete with Complainant’s own offerings. Past Panels have consistently held that selling competing goods and services, coupled with the unauthorized use of a complainant’s trademarks in a confusingly similar domain name, does not qualify as a *bona fide* offering of goods or services under Policy Paragraph 4(c)(iii). As such, the Respondent here should be held to possess no legitimate rights or interests in the Disputed Domain Name. See *Am. Online, Inc. v. Fu*, D2000-1374 (WIPO

Dec. 11, 2000) (“[I]t would be unconscionable to find a bona fide offering of services in a respondent’s operation of [a] web-site using a domain name which is confusingly similar to the Complainant’s mark and for the same business”). Furthermore, the metadata associated with the Disputed Domain Name specifically refers to the Complainant and its ALIPAY Trade Marks. Website metadata is used by search engines to link the relevancy of a user’s search term with online content. As such, the Respondent is using this metadata to increase the likelihood that an internet user searching for the Complainant through a search engine would come across the Disputed Domain Name and subsequently becoming confused as to its source. Using metadata that specifically refers to the Complainant confirms the motive of the Respondent’s registration of the Disputed Domain Name and makes it more likely that unsuspecting internet users will be deceived and directed to the Respondent’s domain name and website.

Consequently, the Complainant submits that the Respondent has no rights or legitimate interest in the Disputed Domain Name in accordance with Paragraph 4(a)(ii) of the Policy.

- iii. The disputed domain name has been registered and is being used in bad faith:

The Complainant and its Alipay Trade Marks are known internationally including Hong Kong with trade mark registrations across numerous countries including China, Hong Kong, United States, and other jurisdictions. The Complainant has marketed extensively and provided services using this trade mark since 2004, which is well before the Respondent’s registration of the Disputed Domain Name in 2016. Further, by the extensive use of the Alipay Trade Marks since 2004 (significantly predated the registration date of the Disputed Domain Names), the Alipay Trade Marks have acquired distinctiveness which allows the consumers to immediately identify and associate the Alipay Trade Marks with the Complainant, the Ant Financial, and Alipay.

By registering a domain name that incorporates the Alipay Trade Marks while merely adding the descriptive term “services”, the Respondent has created a domain name that is confusingly similar to the Complainant’s ALIPAY Trade Marks, as well as its < alipay.com > domain name. As such, the Respondent has demonstrated a knowledge of and familiarity with the Complainant’s brand and business. Further, the Alipay platform is one of the most widely used independent third-party payment solutions in China, and the Alipay payment services are now available in multiple jurisdictions. On the Disputed Domain Name’s website, the Respondent has even used the Complainant’s ALIPAY logo “” without the latter’s authority. In light of the facts set forth within this Complaint, it is “not possible to conceive of a plausible situation in which the Respondent would have been unaware of” the Complainant’s brands at the time the Disputed Domain Name was registered. Panels have agreed that it is likely to mislead users into believing that the Disputed Domain Names and Websites are affiliated with Complainant. Stated differently, Complainant’s ALIPAY Trade Marks are so closely linked and associated with the Complainant that the Respondent’s use of this mark, or any minor variation of it, strongly implies bad faith – where a domain name is “so obviously connected with such a well-known name and products; its very use by someone with no connection with the products suggests opportunistic bad faith.” See *Parfums Christian Dior v. Javier Garcia Quintas*, D2000-0226 (WIPO May 17, 2000).

The Respondent's use of the Disputed Domain Name constitutes a disruption of the Complainant's business and qualifies as bad faith registration and use under Policy Paragraph 4(b)(iii) because the Respondent's domain name is confusingly similar to the Complainant's ALIPAY Trade Marks, and the website at the Disputed Domain Name features goods and services related to the Complainant's own business. In fact, "Panels have consistently found that the mere registration of a domain name that is identical or confusingly similar (particularly domain names comprising typos or incorporating the mark plus a descriptive term) to a famous or widely-known trademark by an unaffiliated entity can by itself create a presumption of bad faith." See *WIPO Jurisprudential Overview 3.0 at 3.1.4*. See also *Travellers Exchange Corporation Limited v. Galaxy International Pty Limited*, D2011-1914 (WIPO Mar. 13, 2012) ("*Respondent disrupted Complainant's business by redirecting Complainant's potential customers to its own website, which originally offered services in competition with Complainant. The Panel finds that this is evidence of bad faith registration and use pursuant to Policy, Paragraph 4(b)(iii).*")

Also, due to the fame of the Complainant's ALIPAY Trade Marks, it must be held that the Respondent has intentionally misappropriated the Complainant's ALIPAY Trade Marks as a way of redirecting internet users to the Disputed Domain Name's website, only to then offer products and services related to and/or in competition with the Complainant's business. Policy Paragraph 4(b)(iv) dictates that bad faith can be established by evidence that demonstrates that "by using the domain name, [Respondent has] intentionally attempted to attract, for commercial gain, Internet users to [Respondent's] web site..., by creating a likelihood of confusion with the complainant's mark as to the source, sponsorship, affiliation, or endorsement of your web site or location or of a product or service on [Respondent's] web site or location." Thus, the Respondent's use of the Disputed Domain Name creates confusion as to the source of the Disputed Domain Name in an attempt to trade on the goodwill associated with the Complainant's trademark. A respondent's use of a complainant's mark—for said respondent's commercial benefit—to attract Internet users otherwise seeking said complainant evinces a finding of bad faith per Policy Paragraph 4(b)(iv).

In addition to the Disputed Domain Name, the Respondent currently holds registrations for several other domain names that misappropriate the trademarks of well-known brands and businesses. This fact demonstrates that the Respondent is engaging in a pattern of cybersquatting/typosquatting, which is evidence of bad faith registration and use of the Disputed Domain Name. See *WIPO Jurisprudential Overview 3.0 § 3.1.2* (A pattern of abuse or a conduct of preventing a trademark holder from reflecting its mark in a domain name is found where "*the respondent registers, simultaneously or otherwise, multiple trademark-abusive domain names corresponding to the distinct marks of individual brand owners.*") The below represent further examples of cybersquatting/typosquatting by the Respondent, thus establishing a pattern of such conduct and bad faith registration and use:

- < wechatpayservices.com.hk > (WECHAT – Tencent Holdings Limited)
- < wechatpayservices.hk > (WECHAT – Tencent Holdings Limited)
- < 微信支付服务.香港 > (微信 - Tencent Holdings Limited)
- < 微信支付.公司.香港 > (微信 - Tencent Holdings Limited)
- < 微信支付服務.香港 > (微信 - Tencent Holdings Limited)

Finally, it is clear from the above that the Respondent knew of and targeted the Complainant's ALIPAY Trade Marks, and the Respondent should be found to have

registered and used the Disputed Domain Name in bad faith. See *Tudor Games, Inc. v. Domain Hostmaster, Customer ID No. 09382953107339 dba Whois Privacy Services Pty Ltd / Domain Administrator, Vertical Axis Inc.*, D2014-1754 (WIPO Jan 12, 2014) (“the Panel makes its finding regarding bad faith registration by asking whether it is more likely than not from the record of the evidence in the proceeding that Respondent had the ELECTRIC FOOTBALL trademark in mind when registering the Domain Name.”)

For the reasons set out above, the Respondent should be considered to have registered and is using the Disputed Domain Name in bad faith, as described in Paragraph 4(a)(iii) of the Policy.

As for the Respondent’s response, the Complaint confirms that QFpay Near Hong Kong Limited, Payment Asia Platform Limited, and Oriental City Group China Limited are its official service partners. However, the official partners do not have the right to subcontract the relevant business to other entities. Even if the Respondent is a sales agent of the 3 official partners, the Respondent is not authorized to provide the relevant services directly to the merchants and has no right to use the Alipay Trade Marks in their website, domain names etc. In addition, the Complainant has previously complained against the Respondent about the unauthorized use of the Alipay Trade Marks. It is clear that the Respondent has no rights or legitimate interests in respect of < alipayservices.com >, and that the disputed domain name has been registered and is being used in bad faith.

B. Respondent

As indicated in the procedural history, the Respondent submitted the Response in Chinese, which content is as below:

“本人 Steve Lam, 是 Exhibit Me (HK) Limited 其中一個合伙人, 我們公司其中一個業務是為支付寶官方指定的 Service Provider: QFpay Near Hong Kong Limited, Payment Asia Platform Limited 及 Oriental City Group China Limited 這三間公司的合法 Sales Agent 及 Referrer, 所以我們只是用 www.alipayservices.com 的網站作廣告宣傳渠道, 而且最終有客戶申請的個案亦終於會去到支付寶或 Alibaba Group, 我們服務的出現, 只會令他們生意有所增加, 並不現在令他們有客戶損失, 而且我們在網站設計內, 已經並沒有使用任何<支付寶> 或 <Alipay> 的字眼, 及清楚列出我們的公司名。”

我們不是想透過用支付寶或 Alipay 的名義作任何有損支付寶或 Alibaba Group 的利益, 反而我們是幫助了他們吸納更多香港的商戶及提高知名度, 因為我們所做的事全部是合法和合規的, 另外, 我們亦非常希望可成為支付寶的官方直接受權的 Agent, 所以我們已經在 2018 年 5 月 14 日與 Alipay Payment Services (HK) Limited 的 Jackie Yuk 接洽及等待回覆, 所以希望我們可以繼續保留及使用。”

Since the Complainant did not argue on this language matter, and could submit its argument and evidence correspondingly, the Panel will decide the dispute based on the above information provided by both parties.

5. Findings

The ICANN Uniform Domain Name Dispute Resolution Policy provides, at Paragraph 4(a), that each of three findings must be made 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

This element of the Policy requires the Complainant to prove that it has rights in a trademark or service mark, and that the Disputed Domain Name is identical to or confusingly similar to such trademark or service mark (See Julien Chaisse, *Legal Issues of Economic Globalization-- A Commentary on the Law and Practice*, (2nd edition) The Hague/Hong Kong: Wolters Kluwer, 2017). The Complainant has submitted conclusive evidence that the domain name < alipayservices.com > is confusingly similar to its trade mark "Alipay" which has been continuously used and continues to be used by the Complainant since 2004.

Firstly, the inclusion of ".com" should not be taken into account when the Panel considers the similarity of the Disputed Domain Name and the Alipay Mark for the purposes of Paragraph 4(a)(i) of the Policy. This is confirmed in decisions, such as *Arthur Guinness Son & Co (Dublin) Limited v Dejan Macesic*, D2000-1698 (WIPO January 25, 2001) and *ChipMOS TECHNOLOGIES INC v Charles Yeh HK-0600083* (ADNDRC July 3, 2006), where it was found that the suffix ".com" is of no significance in assessing the identity of a domain name for the purposes of Paragraph 4(a)(i) of the Policy.

Secondly, the other difference between the Disputed Domain Name and the Alipay Mark is the inclusion of the word "services". The domain name in dispute incorporates the entirety of the distinctive Alipay Mark. Previous UDRP panels have found that a domain name containing an entire trade mark can be confusingly similar to the trade mark notwithstanding the inclusion of some other word or words in the domain name (see *Telstra Corporation Limited v Barry Cheng Kwok Chu* D2000-0423 (WIPO June 21, 2000), *Pfizer Inc. v. United Pharmacy Ltd.* D2001-0446 (WIPO June 8, 2001), and *E.I. du Pont de Nemours and Company v. Richi Industry S.r.l.* D2001-1206 (WIPO November 20, 2001).

In addition, UDRP panels have found domain names to be identical or at least confusingly similar when based on "close variant" or "close misspelling" of the mark in question (e.g. *AltaVista Company v. Grandtotal Finances Limited et al.*, WIPO Case No. D2000-0848; *Yahoo!Inc. v. Eitan Zviely et al.*, WIPO Case No. D2000-0273; *Société des Bains de Mer et du Cercle des Etrangers à Monaco v. Integrity Ltd.*, WIPO Case No. D2005-0404; *Guccio Gucci S.p.A. v. Huangwensheng, Shirley, wangliang, xiaomeng xiexun, jiangxiuchun*, WIPO Case No. D2012-0342).

There is no reason in the instant matter to depart from these decisions under the circumstances described above. The Panel, therefore, holds that the Complaint fulfils the

first condition of Paragraph 4(a) of the Policy.

B) Rights and Legitimate Interests

Based on the evidence of record here, the Panel finds that no basis exists which, under the circumstances here, would legitimize a claim to the disputed domain name under Paragraph 4(c) of the Policy.

Firstly, in the instant case, the current Whois information identifies the Registrant as “Data Protected Data Protected,” which does not resemble the Disputed Domain Name in any manner. Also, based on the Disputed Domain Name’s historical Whois information, the Complainant has sufficient reasons to believe that the Registrant of the Disputed Domain Name is “STEVE LAM”. Thus, where no evidence, including the Whois record for the Disputed Domain Name, suggests that the Respondent is commonly known by the Disputed Domain Name, then the Respondent cannot be regarded as having acquired rights to or legitimate interests in the Disputed Domain Name within the meaning of Paragraph 4(c)(ii). See *Moncler S.p.A. v. Bestinfo* D2004-1049 (WIPO, Feb. 8, 2005) (in which the panel noted “that the Respondent’s name is “Bestinfo” and that it can, therefore, not be “commonly known by the Domain Name” [moncler.com]”). Moreover, “[i]n the absence of any license or permission from the Complainant to use its trademark, no actual or contemplated bona fide or legitimate use of the Disputed Domain Name could reasonably be claimed.” See *Sportswear Company S.P.A. v. Tang Hong*, D2014-1875 (WIPO Dec. 10, 2014). Consequently, the Respondent has never been authorized, licensed or otherwise permitted by the Complainant to use the mark Alipay under any circumstances. The Respondent’s domain name(s) cannot be linked with Alipay.

Secondly, Alipay is not a common term in usage and has no meaning except as a well-known registered mark. The Respondent does not have any legitimate interests in registering or using part or the whole of the Disputed Domain Name. The Complainant and its Alipay trademarks are well-known for its business due to its long-time operation and global sales. Therefore, it is likely that average online users searching for “Alipay” are intending to visit the Complainant’s website, and will be attracted and diverted to the Respondent’s website, due to the similarity between the Disputed Domain Name and the Complainant’s trademarks.

Thirdly, the Respondent is making neither a *bona fide* offering of goods or services nor a legitimate, noncommercial fair use of the Disputed Domain Name as demonstrated by the Respondent’s offers and attempts to sell the products and services, which directly compete with Complainant’s own offering, and (2) the metadata associated with the Disputed Domain Name specifically refers to the Complainant and its ALIPAY Trade Marks.

Accordingly, the Panel concludes that the Respondent has no rights or legitimate interests in the disputed domain name within Paragraphs 4(a) (ii) and 4(c) of the Policy.

C) Bad Faith

The Panel finds that it is not conceivable that the Respondent would not have had actual notice of the Complainant’s trademark rights at the time of the registration of the disputed domain name (*i.e.* October 12, 2016). The Panel also finds that the trademark is not one that traders could legitimately adopt other than for the purpose of creating an impression of an association with the Complainant. (*The Argento Wine Company Limited v. Argento*

Beijing Trading Company, WIPO Case No. D2009-0610). Moreover, within the Response, the Respondent has admitted that the he/his company is very familiar with the Complainant's brand, trademarks and business, and that he or his company has not been authorised by the Complainant to use the Alipay mark by far.

Considering all the facts and evidence submitted by both parties, the Panel, therefore, holds that the Complaint fulfils the third condition of Paragraph 4(a) of the Policy.

6. Decision

Based on the above analysis, the Panelist decides that: (1) the disputed domain name < alipayservices.com > is confusingly similar to the Complainant's name or mark in which the complaint has rights; (2) the Respondent has no right or legitimate interest in respect of the disputed domain name; (3) the Respondent has registered and is using the domain name in bad faith.

Accordingly, under Paragraphs 4(i) of the Policy and 15 of the Rules, the Panelist grants the relief sought by the Complainant. The disputed domain name < alipayservices.com > is ordered transferred to the Complainant.

Shirley Lin
Panelist

Dated: August 21, 2018