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DECISION OF THE THIRD-PARTY DECIDER

CARREFOUR SA / Thierry Floreal

Case No. 444285: mycarrefour.be

1 The Parties

1.1 Complainant:

CARREFOUR SA, with registered address at Avenue de Paris 93, 91300 Massy, France (hereafter the "Complainant").

Represented by IP Twins, acting through Mr Emmanuel Gillet, 78 rue de Turbigo, 75003 Paris, France, pursuant to the special power of attorney produced as Annex 1-2 to the Complaint.

1.2 Domain Name Holder:

Thierry Floreal, Leopold 2 laan 28 bus 0102, 8400 Ostend, Belgium (hereafter the "Domain Name Holder").

2 Domain Name

Domain Name: mycarrefour.be

Registered on: 30 July 2026

Hereafter referred to as "the Domain Name".

3 Procedure

On 22 September 2026, the Complainant filed a Complaint with CEPANI requesting transfer of the Domain Name. CEPANI notified the Complaint to the Domain Name Holder on 25 September 2026, which is the date of commencement of the proceedings. The deadline notified for submitting a Response was 16 October 2026 (CEPANI letter of 25 September 2026).

On 21 October 2026, CEPANI appointed Sari Depreeuw as Third-Party Decider, in accordance with Article 7 of the CEPANI Rules for Domain Name dispute resolution (the "Rules"). On 28 October 2026, deliberations were closed.

The Domain Name Holder did not submit a formal Response, but corresponded with CEPANI and the Complainant about the procedure, language, his address and his reasons for registering and retaining the Domain Name. His substantive explanations in those emails are considered below. The absence of a formal Response does not dispense with proof of the cumulative conditions of the Policy.

The Complaint is decided by reference to Article 10 of the Terms and conditions for .be Domain Name registrations, version 6.3 (the "Policy"), and the Rules.

4 Factual Background

The Complainant, Carrefour SA, is a French public limited company. It forms part of the Carrefour group, which operates in the retail sector, including through hypermarkets, supermarkets and local convenience stores. The group's activities extend to Belgium.

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The trademark extracts produced by the Complainant identify it as the holder of several registrations for the sign CARREFOUR, including international registration No. 191353, registered on 9 March 1956; international registration No. 351147, registered on 2 October 1968; international registration No. 353849, registered on 28 February 1969; and European Union trademark No. 005178371, registered on 30 August 2007 (Annexes 4-1 to 4-4 to the Complaint). The international registration extracts include the Benelux among the designated territories.

The Domain Name Holder, Mr Thierry Floreal, registered the disputed Domain Name mycarrefour.be on 30 July 2026 through the registrar Vimexx.

On 21 September 2026, IP Twins, acting on behalf of the Complainant, requested disclosure of the Domain Name Holder's registration details from DNS Belgium, as those details were not publicly available.

The Complainant submits evidence that the Domain Name led to a parking page provided by Vimexx, apparently without content supplied by the Domain Name Holder (Annex 7 to the Complaint). That page does not show Carrefour-related goods or services, links to retail competitors or a sale price for the Domain Name. Nor does the evidence establish that the Domain Name Holder received remuneration from the page.

5 Language of the Proceedings

The language of the proceedings has been the subject of discussion between the Parties.

The Complainant drafted its Complaint in English. The Domain Name Holder informally expressed his preference to conduct the proceedings in Dutch.

Article 12.1 of the Rules provides that, unless the Parties agree otherwise, the language of the proceedings is the language recorded for the registration or renewal in the Registry's WHOIS database. Where that information is not publicly available, it may be requested from the Registry. In special circumstances, the Third-Party Decider may change the language.

The disclosed registration data identify English as the Domain Name Holder's recorded language (Annex 2-3). The reference to Dutch in the public WHOIS extract relates to the technical contact, Stichting DIGI NL (Annex 2-1). The Domain Name Holder states that Vimexx offered him no opportunity to select a language. DNS Belgium confirmed, in its email of 7 October 2026, that some registrars do not offer such a choice and that a registrant should then request a manual change. It is therefore more accurate to refer to English as the recorded language than to find that the Domain Name Holder knowingly selected it. The Complainant does not agree to a change to Dutch, while the Domain Name Holder subsequently stated that he could accept both languages.

Article 12.1 of the Rules allows the Third-Party Decider to change the language of the proceedings "in special circumstances". No circumstances have been established that justify departing from the recorded language in this case.

Taking account of the recorded language and the Domain Name Holder's acceptance of both languages, the Third-Party Decider retains English as the language of the proceedings.

The Domain Name Holder's Dutch-language correspondence is nevertheless taken into consideration without requiring a translation. Retaining English as the language of the proceedings does not prevent the Third-Party Decider from considering the explanations he has already provided.

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6 Position of the Parties

6.1 Position of the Complainant

The Complainant argues that the disputed Domain Name <mycarrefour.be> is confusingly similar to its prior rights as it fully incorporates its earlier trademark CARREFOUR. The only difference is the added prefix "my" which, according to the Complainant, reinforces the likelihood of confusion by suggesting a personalised service, customer account, loyalty platform or other online space operated or authorised by the Complainant.

The Complainant further argues that the Domain Name Holder does not have rights or legitimate interests in the Domain Name because, according to the Complainant:

- The Domain Name Holder is not affiliated with the Complainant and has not been authorised, licensed or otherwise permitted to register or use the Complainant's CARREFOUR trademark, whether alone or in combination with the term "my", in a domain name.
- There is no evidence that he is known by the name "carrefour" or "mycarrefour".
- He is not using the Domain Name in connection with an offering of goods or services.

Finally, the Complainant argues that the Domain Name Holder registered and uses the Domain Name in bad faith as he could not have been unaware of the existence of and the association with the CARREFOUR trademarks.

6.2 Position of the Domain Name Holder

The Domain Name Holder did not submit a formal Response but set out his position in emails to the Complainant and CEPANI. He states that he does not intend to undertake activities that conflict with Carrefour supermarkets, that he is approaching his seventy-seventh birthday and a "crossroads" in his career and life, and that "carrefour" is not exclusive to the supermarket chain.

6.3 No agreement

The parties did not reach an agreement on the transfer of the Domain Name to the Complainant.

7 Discussion and findings

Pursuant to Article 16.1 of the Rules, the Third-Party Decider shall rule on Domain Name disputes in accordance with the Policy of DNS Belgium, the registration agreement and the Rules.

Under Article 10(b)(1) of the Policy, the Complainant must prove each of the following conditions:

- the registrant's Domain Name is identical or confusingly similar to a trademark, a trade name, a registered name or a company name, a geographical indication, a designation of origin, a designation of source, a personal name or name of a geographical entity in which the complainant has rights; and
- the registrant has no rights or legitimate interests in the Domain Name; and
- the registrant's Domain Name has been registered or is being used in bad faith.

7.1 The Domain Name is confusingly similar to the Complainant's earlier trademarks

The extracts identify the Complainant as holder of international CARREFOUR registrations Nos. 351147 and 353849, designating the Benelux and showing expiry dates of 2 October 2028 and 28 February 2029 respectively (Annexes 4-2 and 4-3). These registrations establish rights for the purposes of the first

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condition. By contrast, the extracts for international registration No. 191353 and European Union trademark No. 005178371 show expiry dates of 9 March 2026 and 20 June 2026 respectively (Annexes 4-1 and 4-4). Their renewal is not established by those extracts, and the present finding does not depend on them.

The Domain Name is confusingly similar to the valid trademarks held by the Complainant. Disregarding the technical ".be" suffix for the purposes of comparison, the Domain Name incorporates the entire verbal element CARREFOUR of those registrations, preceded only by "my". CARREFOUR remains recognisable in the Domain Name. The prefix does not eliminate confusing similarity (see CEPANI No. 44469, 'myaxa.be').

The prefix "my" may suggest a personal service, client zone or other personalised good or service offered by or associated with the Complainant. Businesses commonly use the construction "my" followed immediately by their brand name for official customer-facing websites.

In light of the foregoing, the Third-Party Decider finds that the Domain Name is confusingly similar to the prior trademarks owned by the Complainant. Therefore, the first condition has been met.

7.2 The Domain Name Holder has no rights or legitimate interests in the Domain Name

The Complainant bears the burden of establishing that the Domain Name Holder has no rights or legitimate interests in the Domain Name. Given the difficulty of proving a negative condition, it is sufficient initially to make a prima facie showing of their absence. The Domain Name Holder must then substantiate any rights or legitimate interests he invokes. That evidential requirement does not transfer to him the Complainant's separate burden of establishing bad faith.

The Domain Name Holder has not received any right or licence from the Complainant to use its trademarks in the Domain Name. However, "carrefour" is a common word in the French language, and a trademark holder cannot prohibit any and every use of such a word. The absence of authorisation by itself does not exclude every possible legitimate interest in a domain name containing that word.

Article 10(b)(3) of the Policy gives non-exhaustive examples of rights or legitimate interests: bona fide use or demonstrable preparations for such use before notice of the dispute; being commonly known by the Domain Name; or legitimate non-commercial or fair use without misleading consumers for commercial gain or tarnishing the protected sign.

While the Domain Name Holder could use the Domain Name for a personal project or story about the "crossroads" he encounters, he provides no evidence of such a project or undertaking. The Domain Name was not used by the Domain Name Holder and only leads to a parking page provided by Vimexx.

In light of the foregoing, the Domain Name Holder has not demonstrated any rights or legitimate interests in the Domain Name. The second condition is therefore met.

7.3 Registration or use of the Domain Name in bad faith

The third element of Article 10(b)(1) of the Policy requires the Complainant to establish that the Domain Name was registered or is being used in bad faith. Bad faith is not presumed, but may be established by circumstances and reasonable inferences indicating its existence with a reasonable degree of certainty. Article 10(b)(2) contains a non-exhaustive list of circumstances indicative of bad faith. The assessment must therefore take account of all relevant circumstances of the case.

Registration and use in bad faith are alternative grounds under Article 10(b)(1): proof of either is sufficient (CEPANI No. 444266, 'friteriedumiroir.be'). The absence of an active website does not

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exclude a finding of bad-faith use through passive holding, but neither does it establish such use automatically. Both the circumstances of registration and subsequent conduct must therefore be examined.

The Complainant submits that the Domain Name was registered and is being used in bad faith. Given the reputation of the CARREFOUR trademarks, particularly in Belgium, the Domain Name Holder could not have been unaware of them and deliberately chose "mycarrefour" to suggest a personalised service associated with the Complainant. The Complainant further argues that there is no plausible good-faith explanation for that choice and that the continued passive holding of the Domain Name on a parking page supports a finding of bad-faith use.

The Domain Name Holder did not submit a Response and did not develop any defence on this point. However, the absence of a formal Response is not an admission of bad faith. The Domain Name Holder's emails must be evaluated on their merits, and the Complainant's burden cannot be met simply by requiring him to disprove an abusive motive.

The Complainant has not discharged its burden of proving the third condition. The circumstances exemplifying bad faith in Article 10(b)(2) of the Policy are not established in this case, nor does the Complainant allege that any of those specific circumstances is present. Although that list is non-exhaustive, the other circumstances invoked do not establish with a reasonable degree of certainty that the Domain Name was registered in bad faith. No active use of the Domain Name by the Domain Name Holder has been established to date; it resolves only to the registrar's parking page. That passive holding does not, in the circumstances of this case, sufficiently establish bad-faith use.

The evidence produced by the Complainant does not establish that the Domain Name Holder receives remuneration from that page, offers competing goods or services, or uses the Domain Name to divert Internet users for commercial gain. Nor has the Complainant established a pattern of registrations that reveals the Domain Name Holder's intention to prevent holders of earlier rights from registering corresponding domain names. The Complainant has also not established that the Domain Name Holder intended to use the Domain Name to deceive or defraud consumers or to disrupt the Complainant's business.

The reputation of the CARREFOUR trademarks in Belgium makes it likely that the Domain Name Holder was aware of the Complainant when registering the Domain Name. That circumstance is relevant, but does not, in this case, sufficiently establish bad faith. "Carrefour" is also a common French word meaning "crossroads", and the Domain Name could therefore refer to a crossroads in the Domain Name Holder's career and life. On this point, the present complaint must be distinguished from other decisions concerning domain names combining well-known trademarks with the prefix "my" (CEPANI No. 44469, 'myaxa.be'). Although the Domain Name Holder has not substantiated a concrete personal project, the Complainant has not sufficiently demonstrated that this explanation conceals an intention on his part to exploit the Complainant's reputation, obstruct its activities or otherwise abuse its rights. The absence of evidence supporting a concrete personal project does not, by itself, establish bad faith. The second and third conditions remain distinct, and the Complainant must prove each.

In light of the foregoing, the Third-Party Decider finds that the Complainant has not established that the Domain Name was registered or is being used in bad faith. The third condition has therefore not been met.

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8 Decision

The Third-Party Decider finds that the cumulative conditions under Article 10(b)(1) of the Policy are not satisfied and denies the request that the Domain Name <mycarrefour.be> be transferred to the Complainant.

Brussels, 12 November 2026

Signed by:
Sari Depreeuw
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Sari DEPREEUW

Third-Party Decider