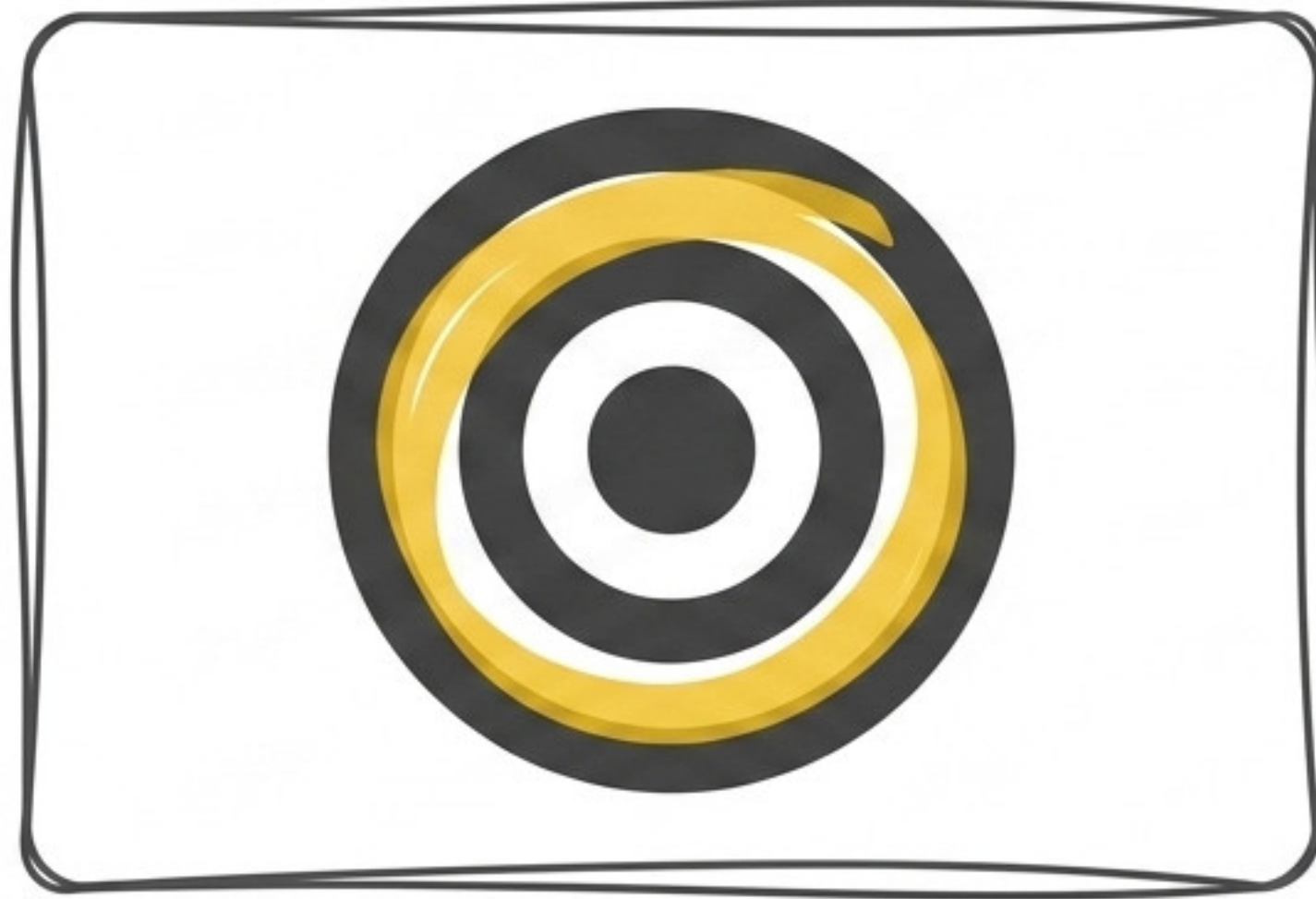




The Global Reach vs. Local Use Dilemma

Evaluating Trademark Use in the Age of Global E-Commerce:
An Autopsy of the 'Bullseye Design' Cancellation Dispute

Source: Intellectual Property and Commercial Court,
2022 Administrative Trademark Litigation No. 2

The Trademark in Question

Registration No. 01720657
Bullseye Design



Designated Services (Class 35):

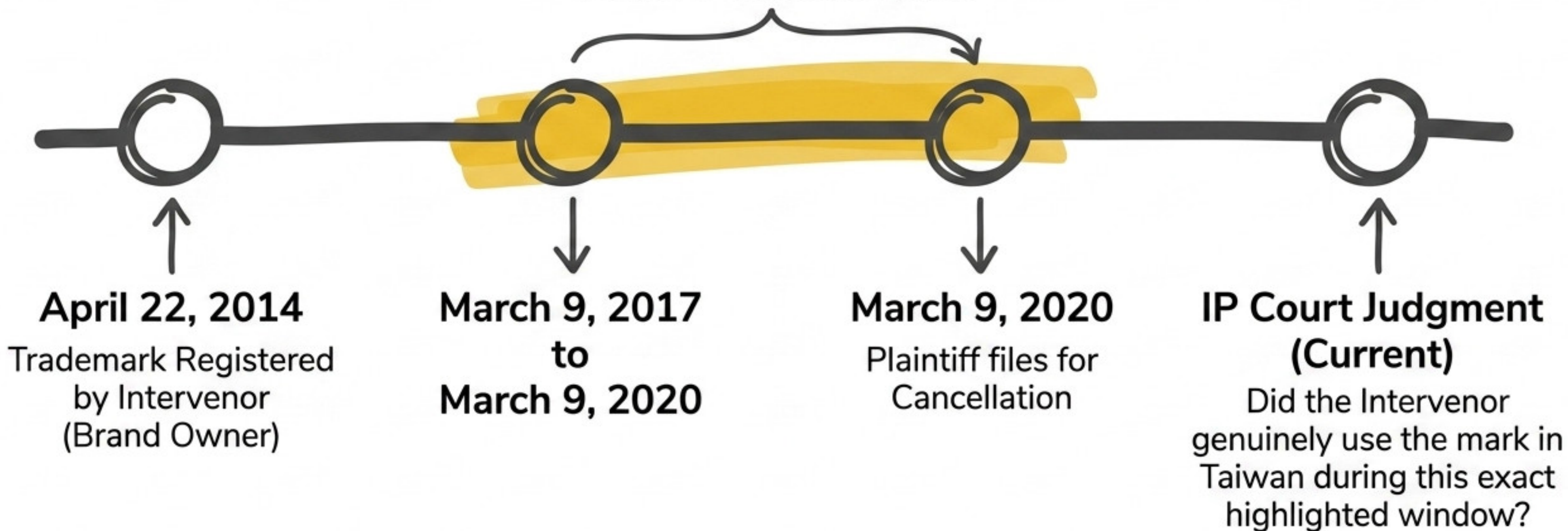
- ☒ Convenience store, supermarket, and department store services
- ☒ Online shopping (Electronic shopping) services
- ☒ Retail of baked goods, food, medicine, eyewear, alcoholic beverages
- ☒ Business management consulting and procurement

**Key Focus:* The cancellation challenge primarily targeted the 'online shopping' and retail services.*

The Critical 3-Year Window

The Burden of Proof Window

Under Trademark Act Art. 63(1)(2), a mark is vulnerable to cancellation if not genuinely used for 3 consecutive years.



The Central Legal Paradox

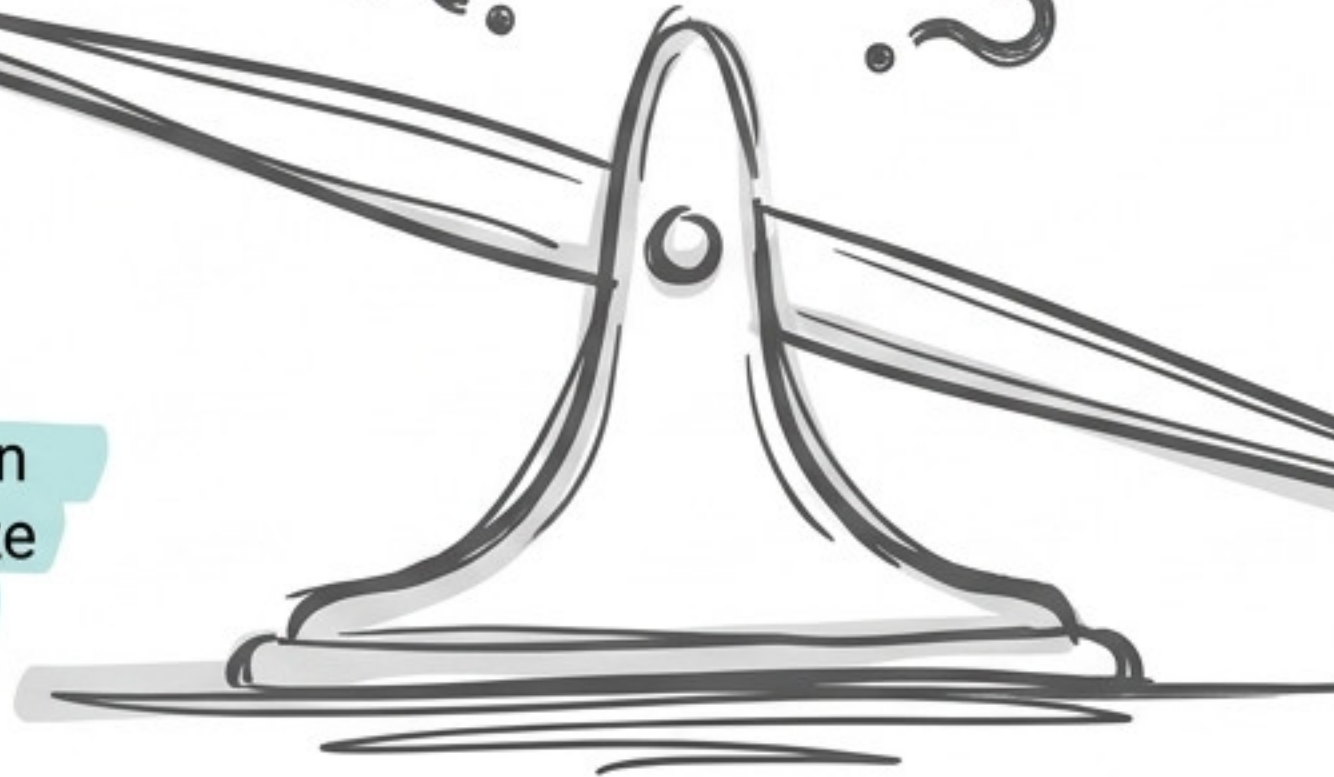
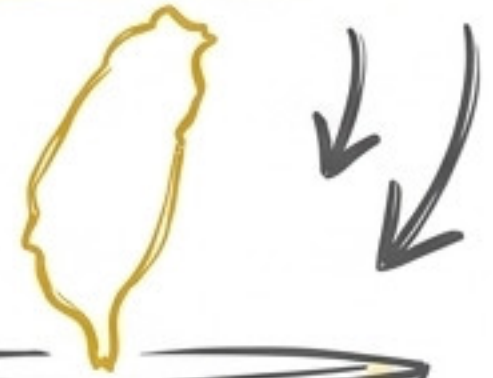
Does operating a globally accessible official shopping website satisfy the burden of proof for trademark use within a specific local jurisdiction?

Local Actuality

Mere web accessibility does not automatically equate to objective, physical commercial transactions within the Taiwanese market.

Global Accessibility

The website is accessible worldwide. Anyone in Taiwan can view the trademark and recognize the online shopping services.



The Showdown in Court

THE PLAINTIFF (Challenger)

Objective: Revoke the Trademark

- ↪ - Target.com operates exclusively in English and USD.
- ↪ - Evidence provided by the Intervenor relies on unverified private documentation.
- ↪ - Zero concrete proof of completed transactions or shipping to local Taiwanese consumers.

THE INTERVENOR (Brand Owner)

Objective: Defend the Trademark

- ↪ - Submitted global site terms & conditions showing the mark.
- ↪ - Provided internal data showing user accounts and order confirmations via shipper 'Borderfree'.
- ↪ - Argued that trademark use does not strictly require completed, localized transactions.

Evidentiary Hurdle I: Unverified Private Documents

The Submission:
The Intervenor provided order confirmation emails, Target.com receipts, and US customs documents via a third-party shipper (Borderfree).

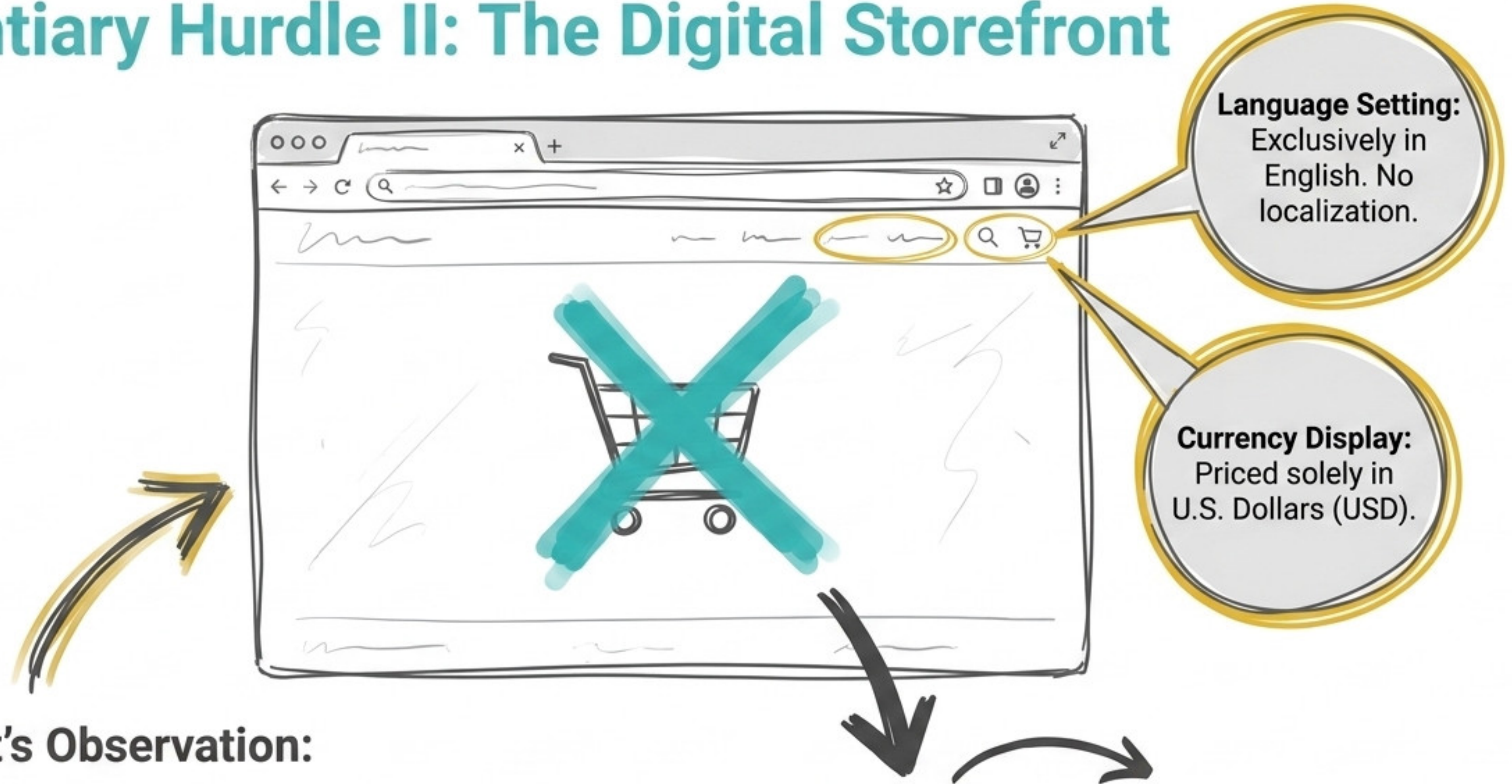


The Court's Red-Line Analysis:

- ✓ - **Civil Procedure Law §357:** Private documents must be proven authentic by the submitting party if disputed.
- ✓ - Documents were self-printed, heavily masked/redacted, and lacked clear source URLs.
- ✓ - The submitted U.S. notary 'UI experience' failed to prove a Taiwanese consumer actually operated the site or received confirmation *in Taiwan*.

Ruling: Lacks formal evidentiary power without third-party corroboration.

Evidentiary Hurdle II: The Digital Storefront

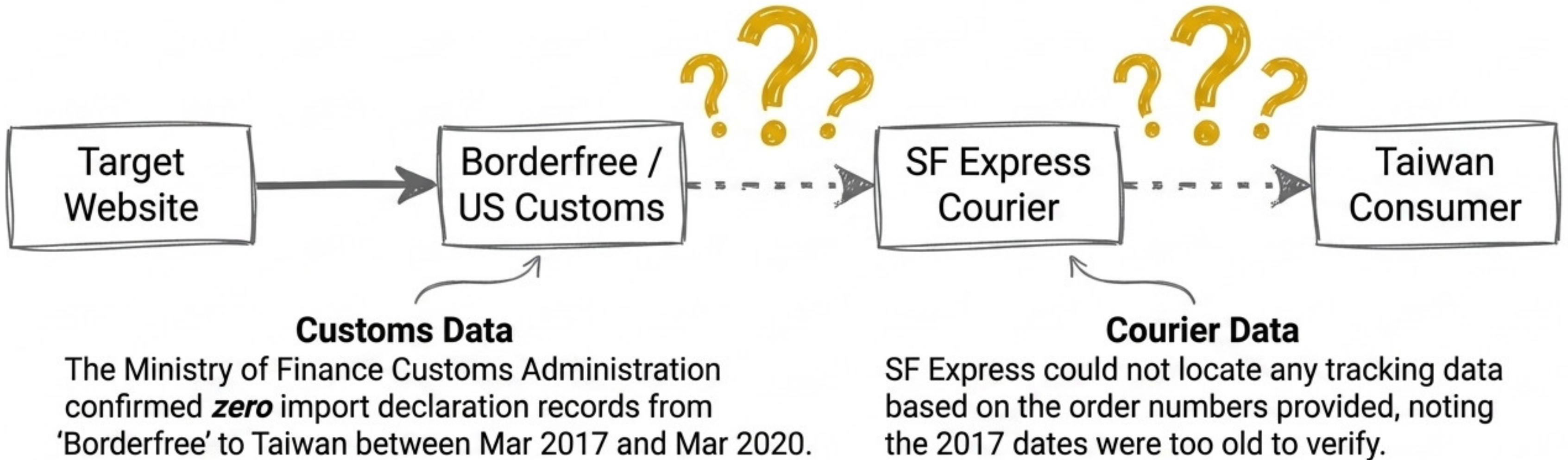


The Court's Observation:

- Screenshots proved the trademark existed on the global site between 2017-2020.
- However, the site's architecture did not prove that Taiwanese consumers could actually *complete* a purchasing, customs clearance, and shipping process.
- Theoretical access does not equal an established local sales channel.

Evidentiary Hurdle III: The Logistics Gap

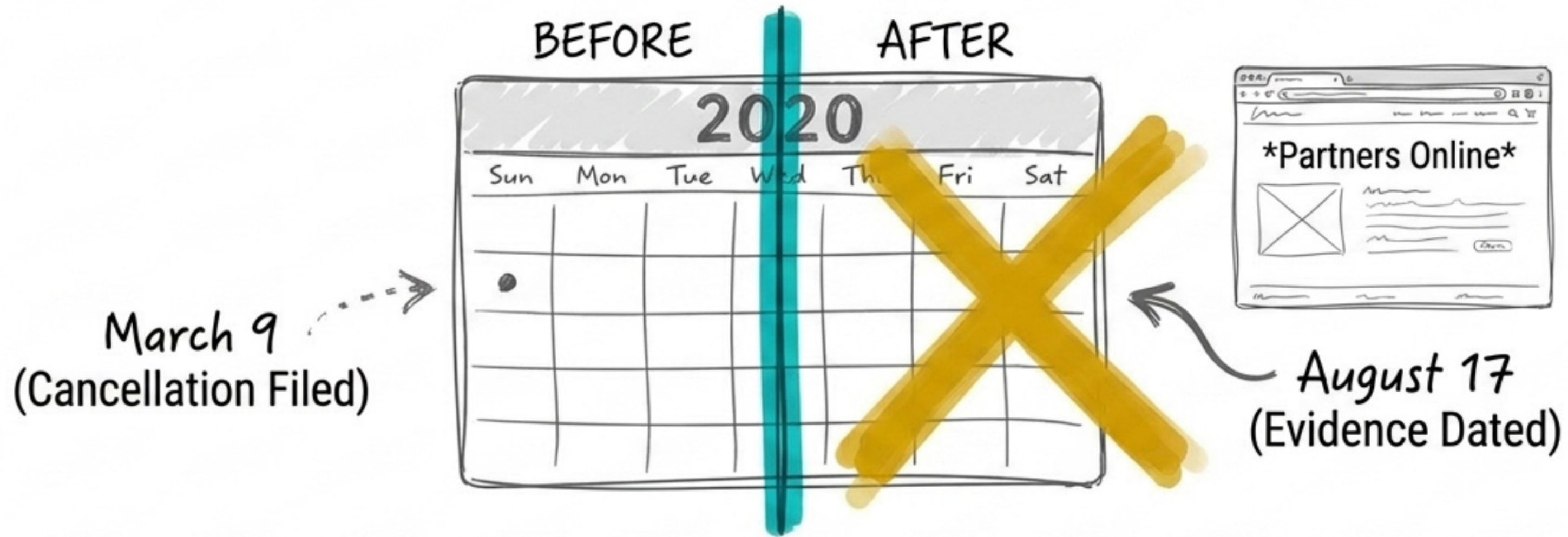
A valid online retail trademark requires proof that the goods/services physically reach the jurisdiction. The court investigated the supply chain data:



Conclusion: Claims of shipping goods to Taiwanese consumers during the grace period were factually unfounded.

Evidentiary Hurdle IV: Inadmissible Timing

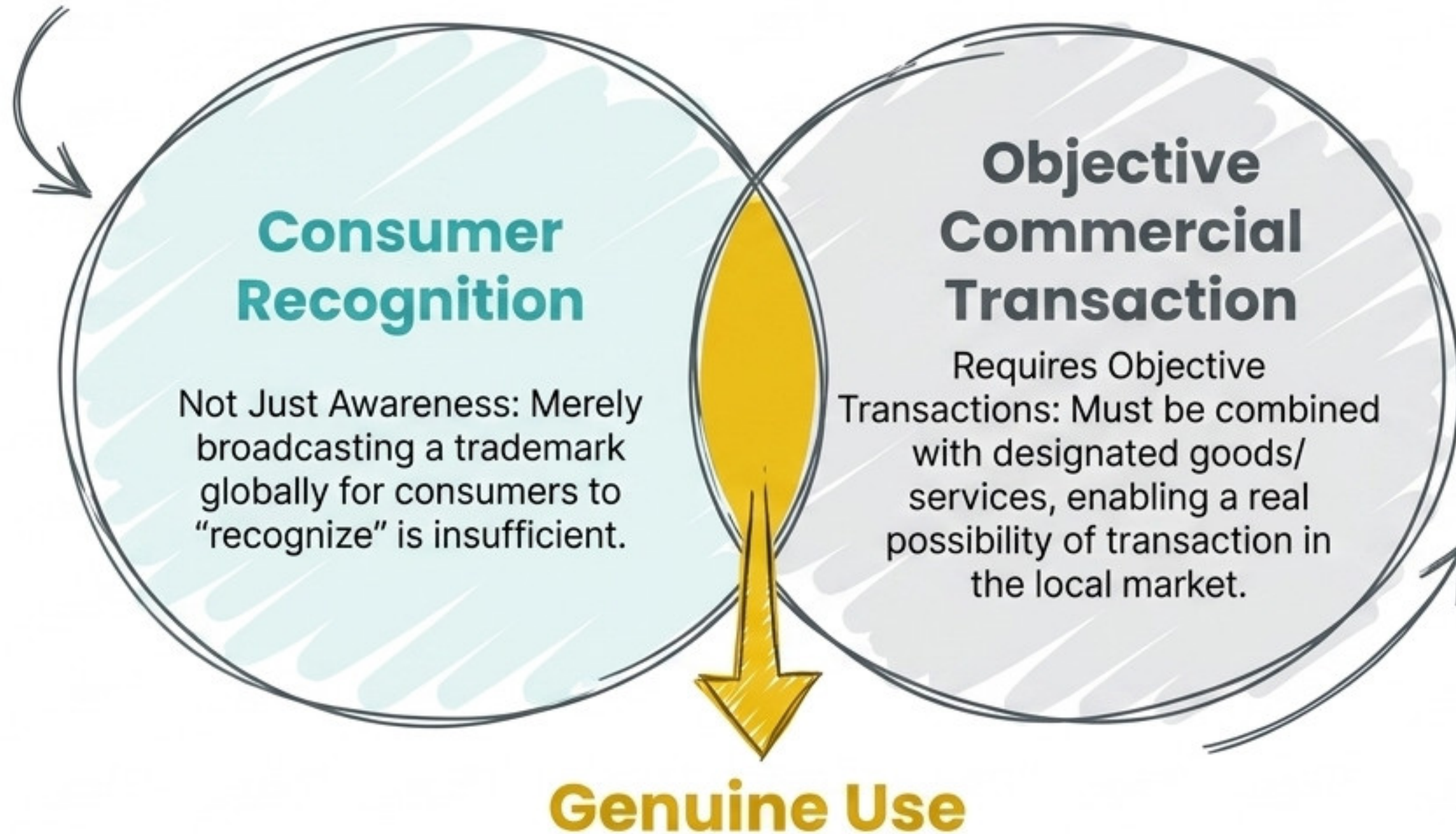
The Chronology Problem: The Intervenor submitted historical screenshots of “Terms & Conditions” and partner sites (e.g., *Partners Online*) that clearly displayed the trademark.



Key Insight: However, the *Partners Online* screenshots were dated August 17, 2020. Because this occurred *after* the plaintiff filed for cancellation on March 9, 2020, the court ruled the evidence fundamentally inadmissible for proving use during the critical 3-year window.

The Legal Framework: Defining "Marketing Purpose"

Under Trademark Act Art. 5, trademark use must be for a "Marketing Purpose," aligning with TRIPS Agreement Art. 16(1) ("in the course of trade").



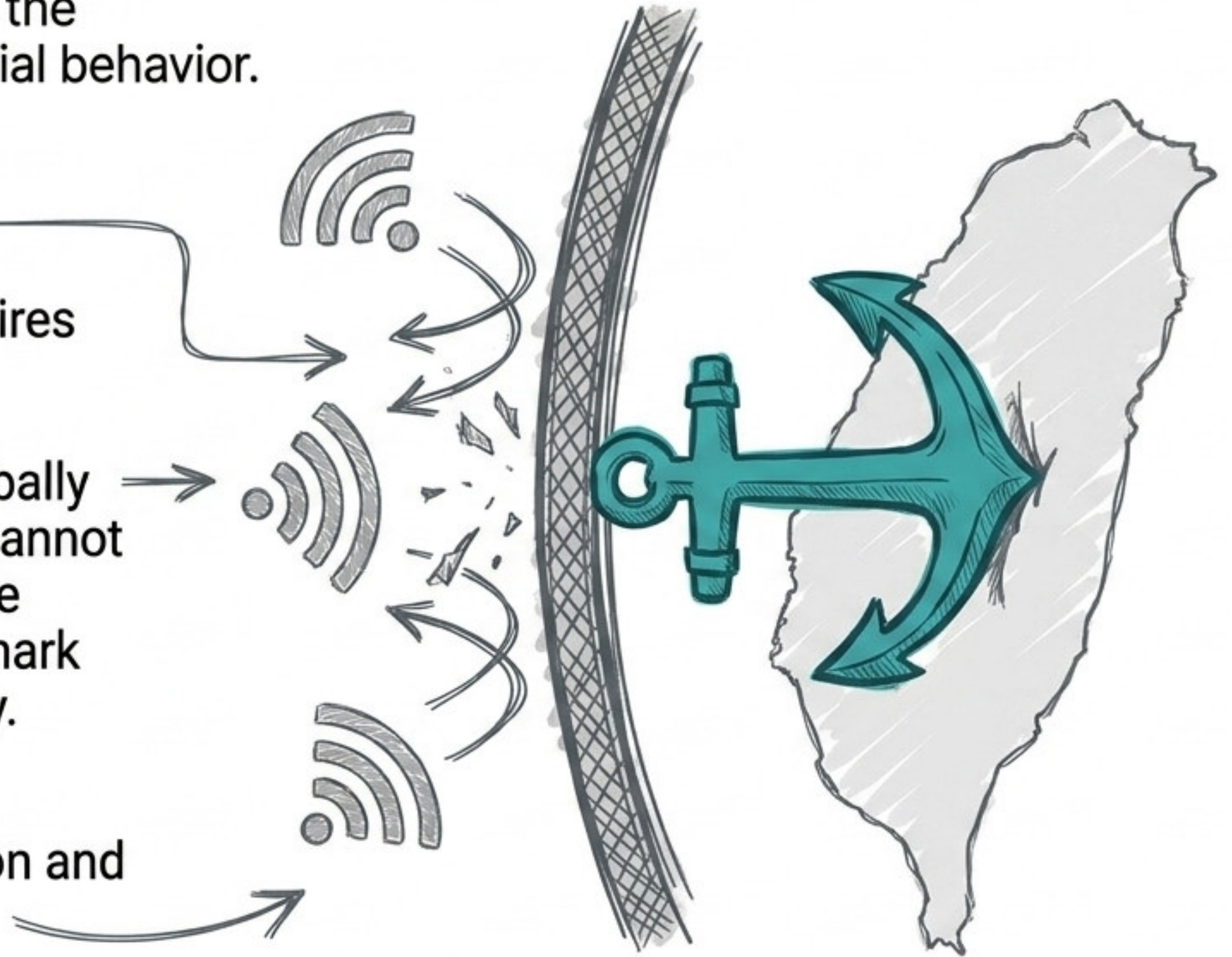
Economic Meaning: Genuine use must create or maintain an actual sales channel within the trademark's territorial jurisdiction.

The Principle of Territoriality

Intellectual Property rights are inherently territorial.
A public global website does not bypass the requirement for local objective commercial behavior.

The Court's Stance:

- Taiwanese trademark law strictly requires "Rights-Maintenance Use".
- If a brand broadcasts a trademark globally via the internet, but local consumers cannot actually engage in commerce for those specific services *in Taiwan*, the trademark loses its economic significance locally.
- Theoretical global availability cannot substitute for local market participation and fair competition maintenance.



The Final Ruling



The evidence provided was insufficient to prove that the "Bullseye Design" trademark was genuinely used for the designated Class 35 services in Taiwan within the 3 years prior to the cancellation request.

JUDGMENT:

The original administrative decision of "Cancellation Not Established" is REVOKED.

The Intellectual Property Office must issue a disposition to CANCEL the trademark for the contested retail and online shopping services.

Key Takeaways for Global Brand Owners

