

October 27, 2009

Via E-Mail, Fax, and Mail

Alan Arnott
Arnotts Lawyers
1st Floor, Suite 9
22 Thomas Street
Chatswood, NSW 2067
Australia
Phone: +61 (0)2 9419-6355
Fax: +61 (0)(2) 9419-8795
Email: alan@arnotts.net.au

Re: Rapidfind.org Domain Name

Dear Mr. Arnott:

We are in receipt of your October 27, 2009 response. Based upon information provided by our client, we remain unconvinced that your client, Mr. Drebber, has any rights to the rapidfind.org domain, the content associated with the website, or the SQL database.

Now that you have identified Mr. Drebber as the registrant of the domain, we believe he, along with Mr. Dirani, is subject to all the claims identified in our original letter. In fact, our client is familiar with Mr. Drebber, and he strongly disagrees with the information provided by your client regarding the alleged transfer of any rights for US\$10,000.00. It does appear Mr. Drebber provided credit card processing services to our client in or around June 2008. In order to ensure proper processing, Mr. Drebber was provided access to our client's various accounts. However, such services were terminated by our client in or around July 2008, at which time all access to accounts previously provided by our client to Mr. Drebber were withdrawn.

To this end, we would ask that you immediately provide documentation or other evidence to support your client's position, including proof of any such agreement to transfer rights. We suspect your client will have no proof, because such proof would necessarily entail a domain name transfer agreement, trademark assignment, copyright assignment, and all associated

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goodwill of our client's online business. Under 17 U.S.C. § 204 of the United States Copyright Act of 1974, a transfer of copyright ownership is not valid unless it is in writing and signed by the owner of the rights conveyed. Your own country's laws echo this requirement. The Australian Copyright Act of 1968's § 196(3) specifically states, "An assignment of copyright (whether total or partial) does not have effect unless it is in writing signed by or on behalf of the assignor."

Absent evidence to the contrary, Mr. Drebber's accessing, alone or in connection with Mr. Dirani or others, our client's accounts appears unauthorized and remains unlawful. Moreover, Mr. Drebber's use of the domain, content, or SQL database is unlawful and actionable. Since Mr. Drebber orally agreed to provide credit card processing to our client in the United States and purposely availed himself of the benefits of doing business with a web host located the United States, and because the copyright infringement cause of action that would be asserted in a lawsuit arises out of Mr. Drebber's display and reproduction of the infringing materials on a server located within the United States, he could have fully expected to be hailed into a United States court of law. Thus, if necessary, we are confident we could establish his purposeful availment so as to establish personal jurisdiction over him in a United States Federal District Court, wherein we would be seeking not only injunctive relief but any and all damages available under law. In addition, we are intimately familiar with the UDRP and do not foreclose utilizing either WIPO or the NAF to redress your client's actions.

Ultimately, we will not be withdrawing any allegations at this time and we hereby reiterate the demands set forth in our letter dated October 23, 2009. That said, we may await further correspondence from you before instituting further action. Therefore, we encourage you to provide the evidence requested above immediately. In the meantime, please feel free to contact me directly via telephone at +1-231-932-0411.

Very truly yours,

TRAVERSE LEGAL, PLC



Brian A. Hall

Attorney at Law

BrianHall@TraverseLegal.com

cc: Pacific Rack., via email at abuse@pacificrack.com
Contactprivacy.com, via email at rapidfind.org@contactprivacy.com
Tucows, Inc., via email at customer.support@tucows.com