



miigEngine Privacy Policy

1. Core Privacy and Sovereignty Principles

We design miigEngine according to privacy-by-architecture and data sovereignty principles so that your data stays under your physical and legal control. Miigwech does not access, process, or store the prompts, outputs, documents, or user data that pass through your miigEngine deployment. miigEngine is engineered to avoid exposure to the U.S. CLOUD Act by operating without U.S. infrastructure, U.S. cloud services, or U.S. telemetry dependencies. It operates entirely offline by design; it does not connect to the internet, external APIs, or remote services of any kind. We treat laws like PIPEDA and GDPR-style regimes as a minimum floor, not a ceiling; our design choices aim to materially reduce external access risks rather than relying solely on policy promises.

2. Scope of this Policy

This Policy covers:

- The miigEngine software and its base system components.
- Bundled local applications and interfaces delivered as part of miigEngine, when run on your own infrastructure under your control.
- Our handling of limited transactional data required to sell and deliver the Product and meet legal obligations.

This Policy does not cover how you or your users configure, operate, or use miigEngine within your organization. You are the data controller for all prompts, outputs, documents, and user information processed on your own systems.

3. No Remote Access, No Telemetry, No Internet

No backdoors, no remote administration:

- Miigwech cannot remotely connect to your miigEngine deployment.
- We do not maintain admin credentials, remote tunnels, or hidden accounts.

No telemetry or monitoring:

- miigEngine does not send Miigwech usage logs, user identifiers, prompts, model outputs, documents, or system metrics.
- We do not collect crash reports, performance statistics, or configuration data from your deployment.

No internet connectivity:

- miigEngine operates entirely offline. It does not connect to the internet, external search engines, live data APIs, or any remote service.
- This means miigEngine cannot retrieve live information (such as news or weather) and is intentionally designed this way to ensure that no data ever leaves your environment.

No centralized user database:

- We do not operate any central service that knows which users exist inside your miigEngine environment.
- All identities and session management are local to your infrastructure and under your control.

Any prompts, outputs, or documents processed by miigEngine inside your network are your responsibility and remain entirely outside Miigwech's operational reach.

4. OCAP and Indigenous Data Sovereignty

Miigwech expressly aligns the design and intended use of miigEngine with the First Nations Principles of OCAP® (Ownership, Control, Access, and Possession) and broader Indigenous data sovereignty frameworks.

- **Ownership:** Communities and organizations own their data in full. miigEngine is built so that your prompts, documents, and AI outputs do not become a resource for external parties, including Miigwech.
- **Control:** You control what information is submitted to the AI, how outputs are used, and how the system is configured. All AI activity occurs entirely within your governance processes.
- **Access:** Decisions about who may use miigEngine, under what conditions, and for what purposes are made by you, not Miigwech.
- **Possession:** Physical custody of the hardware running miigEngine is a core protection mechanism. miigEngine is installed within your environment so that you maintain physical possession of the systems hosting your AI inference and any associated data.

Where there is any tension between OCAP-aligned sovereignty principles and convenience for Miigwech, the Product is intentionally designed to favour sovereignty, not convenience. OCAP® is a registered trademark of the First Nations Information Governance Centre (FNIGC). This Policy acknowledges OCAP® as a foundational framework for Indigenous data governance and sovereignty.

5. Relationship to PIPEDA and Other Laws

PIPEDA as a baseline: Miigwech complies with Canada's Personal Information Protection and Electronic Documents Act (PIPEDA) in how we handle the limited personal information we collect for sales, invoicing, and legal compliance.

Beyond minimum compliance: Because miigEngine does not send operational data back to Miigwech, and because all AI inference occurs locally on your hardware, many traditional privacy risks associated with cloud-based AI services do not arise. Our aim is to meet or surpass both PIPEDA and GDPR-style expectations by design, not merely by policy.

International use: For customers outside Canada, this same architecture — no remote access, no telemetry, no internet connectivity, no U.S. infrastructure — is intended to support compliance with local privacy and data sovereignty laws by keeping all AI activity within your control and your jurisdiction.

6. Information We Collect from Customers

Miigwech only collects information necessary to: (a) sell and deliver miigEngine licenses, and (b) comply with applicable tax and business laws.

6.1 Transactional and Business Information

When you purchase miigEngine, we may collect:

- Organization or individual name.
- Billing and invoicing address.
- Contact information (such as email and/or phone for billing and logistics).
- Details of the product purchased (license type, price, invoice details).
- Tax-relevant information required by law in the applicable jurisdiction.

We do not collect information about the prompts you submit, the outputs the model generates, the documents you process, or the identities and activities of your internal users.

6.2 Payment Processing and Third-Party Service Providers

If third-party payment processors or invoicing tools are used, your payment or billing details may be processed by those providers under their own terms and privacy notices. We do not store full payment card details on our own systems where this can be avoided.

Where we engage third-party service providers to assist with billing, accounting, or record-keeping, we require them by contract to:

- Use customer information only for the specific services we request.
- Apply appropriate safeguards designed to protect confidentiality and security.
- Comply with applicable privacy and data protection laws.

We do not sell or rent customer information to third parties.

7. How We Use Customer Information

We use the limited customer information described above to:

- Process and record sales, invoicing, and delivery of software licenses.
- Meet accounting, audit, and tax obligations under applicable law.
- Maintain basic records of business relationships (e.g., invoices issued).

We do not use this information for behavioural profiling, advertising, or analytics.

8. Data Retention for Customer Records

We retain transactional and invoicing records only as long as required by applicable tax, accounting, and corporate law, after which they are securely deleted or anonymized.

We do not retain, and have no ability to retain, any operational data from your miigEngine deployment, because such data never transits our infrastructure.

9. How miigEngine Handles User Data Locally

miigEngine processes prompts and returns outputs entirely within your local environment. By default:

- Prompts and model outputs are handled transiently in memory and are not persisted to server-side storage.
- User session preferences and conversation history, where applicable, are stored in short-lived, http-only browser cookies local to the user's session.
- Users may download and retain their own conversation exports; these downloads are managed entirely by the user and do not transit Miigwech infrastructure.
- Any security or audit logs generated by miigEngine (e.g., login events, session events) are stored locally on your deployment host and remain under your control.

You are responsible for configuring data handling, retention, and deletion within your miigEngine deployment in accordance with your own legal, regulatory, and community requirements.

10. Your Role as Data Controller

For all prompts, outputs, documents, and operational data processed on miigEngine, you (or your organization or community) act as the data controller:

- You determine what information is submitted to the AI and how outputs are used.
- You configure authentication, access controls, and session management.
- You decide how to meet your own obligations under PIPEDA, OCAP, and any other applicable frameworks with respect to individuals whose information you manage.

Miigwech acts only as a software vendor, not as a data processor or service provider for your operational AI data.

11. Security Design and Customer Responsibilities

Our responsibilities:

- Design and ship miigEngine without backdoors, remote access channels, or internet connectivity.
- Avoid reliance on U.S. cloud, telemetry, or internet infrastructure in the default design.

- Provide security-focused product documentation where needed.

Your responsibilities:

- Secure physical and network access to the host running miigEngine.
- Configure application-level security according to your risk model and legal obligations.
- Maintain backups, incident response plans, and any required policies for your users.

Because we do not control or operate your environment, we cannot be responsible for your internal configuration, network security, or user practices.

12. No Technical Support Obligation

Miigwech does not provide general technical support, managed services, or ongoing administration for your miigEngine deployment. Any voluntary assistance we may choose to provide (for example, documentation or one-time guidance) does not create an ongoing duty to support or monitor your systems. We do not operate support channels that involve connecting into your environment or collecting diagnostic data from your deployment.

13. Disclaimers and Limitation of Liability

"AS IS" provision: miigEngine is provided "AS IS" and "AS AVAILABLE" without warranties of any kind, whether express, implied, or statutory, including any implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

Limitation of liability: To the maximum extent permitted by law, Miigwech's total liability for any claim related to miigEngine will not exceed the amount you paid for the specific license giving rise to the claim in the twelve (12) months preceding the event. We are not liable for indirect, incidental, special, consequential, or punitive damages.

AI output disclaimer: miigEngine generates outputs using open-weight AI models. Outputs may be incomplete, inaccurate, or unsuitable for specific purposes. You are solely responsible for reviewing, validating, and acting on any output produced by miigEngine. Miigwech makes no representation that outputs are legally accurate, professionally compliant, or fit for any particular use.

Force majeure: We are not responsible for delays or failures caused by events beyond our reasonable control, such as natural disasters, war, government actions, or network failures.

14. User Rights and Complaints (PIPEDA Context)

For the limited personal information we hold about you as a customer (e.g., invoicing data), you may have rights under PIPEDA and similar laws, including the right to:

- Request access to the personal information we hold about you in our business records.
- Request corrections to inaccurate information.
- Challenge our compliance with applicable privacy principles.

Privacy-related complaints should be directed to our designated Privacy Officer. Unresolved complaints may be escalated to the Office of the Privacy Commissioner of Canada or the relevant authority in your jurisdiction. Nothing in this Policy limits your right to make a complaint to the Office of the Privacy Commissioner of Canada or to any other applicable supervisory authority.

15. Governing Law and Dispute Resolution

This Privacy Policy is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any disputes arising from or relating to this Policy or your purchase of miigEngine shall be resolved through binding arbitration in Ottawa, Ontario, in accordance with applicable Canadian arbitration rules, except where prohibited by law. Nothing in this section limits your right to raise concerns or complaints with the Office of the Privacy Commissioner of Canada or any other relevant privacy regulator.

16. Policy Changes

We may update this Privacy Policy from time to time to reflect changes in law or our business practices relating to customer records. Material changes affecting how we handle customer information will be communicated using the contact details associated with your purchase, where feasible, before they take effect. Because miigEngine does not transmit operational data to us, changes to this Policy do not change your local AI governance; they only affect how we handle the minimal customer information we hold.

17. Contact Information

Privacy Officer
Miigwech AI Solutions
Ottawa, Ontario
Norman@northmail.ca

Use this contact for:

- Questions about this Privacy Policy.
- Requests related to access or correction of your customer information.
- Privacy or data protection complaints.
- No technical support is offered through this contact channel.