RIVERTY

CCD2: A Merchant's Guide

Answers to the questions Riverty merchants ask us most: what's changing, what isn't, and what you need to do.

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01 Overview

What's Riverty's positioning on CCD2?

Our approach to CCD2 starts from one principle: our merchants and partners shouldn't have to become CCD2 experts. It's Riverty's job to keep the payment experience future-proof. Identity checks, creditworthiness assessments and screening all run on our side.

For your business, that means CCD2 changes very little day to day: no new compliance team to build, no legal review to run market by market. We've already done that work, so you don't have to.

When exactly does CCD2 take effect?

CCD2 becomes fully live on 20 November 2026. Riverty is already running verification proactively ahead of that date, so many customers will arrive at the deadline already verified. A 60-day grace period after the deadline covers most of what's left: due diligence that needs customer interaction doesn't have to happen at

checkout, so it can be completed shortly after purchase instead. German merchants on the 14-Day Invoice switch to the minimalistic checkout branding by the same date.

Any to-dos for merchants?

The large majority of our merchants have already migrated to Riverty's Redirect integration. If yours hasn't, that's the one thing worth prioritising, and it's an easy sell: a one-time setup. Redirect keeps checkouts future-proof against whatever regulatory change comes next, and its built-in features also help reduce fraud risk and chargebacks. One update, lasting benefits.

If you're a German merchant on the 14-Day Invoice, switch to the new checkout branding by 20 November. Your brand leads at payment selection, and Riverty appears only as a small "Powered by" lock-up. This keeps the 14-Day Invoice outside CCD2. The details are in section 2, in the question on the 14-Day Invoice in Germany.

If you're a German merchant still on the 30-Day Invoice, plan to migrate to the 14-Day Invoice with the new checkout branding. The 30-Day Invoice falls under CCD2 in Germany, while the 14-Day Invoice sits outside it once the minimalistic branding is in place.

02

Checkout & Onboarding

What will change in checkout?

For the vast majority of customers, the checkout experience barely changes. Every customer goes through Simplified Due Diligence, a background check that matches payment details to a name. For most, that's the whole story: no extra step, nothing to click through. In Germany, merchants on the 14-Day Invoice also update how the payment method appears at their own checkout, covered in the questions below.

For first-time purchases that require an active credit agreement (see the product and market scope in section 6 for which products this applies to), the process looks like this:

One-time onboarding steps

1. Enter their phone number (if not already submitted by the merchant), then enter the one-time password (OTP) received via SMS, or verify via Passkey if they're an existing user without a signed credit agreement yet.
2. Riverty performs sanctions and Politically Exposed Person (PEP) screening.

If the customer is flagged as a PEP and no previous Customer Due Diligence (CDD) is available, they complete one of two verification routes:

Option 1: ID document + selfie verification

1. Select the issuing country and ID document type.
2. Capture a photo of the ID document.
3. Confirm the image quality is sufficient.
4. Review and confirm the extracted ID information.
5. Record a video selfie, following the on-screen instructions.
6. Riverty verifies that the ID document and selfie match.
7. Continue to the Riverty-hosted checkout.

Option 2: Local eID scheme

1. Select the local eID scheme.
2. Sign in and start identity verification.
3. Continue to the Riverty-hosted checkout.

If the customer is not flagged as a PEP, or valid CDD has already been completed, they proceed directly to the Riverty-hosted checkout.

Purchase completion (completed once, to establish the agreement)

1. Review and confirm personal and order details.
2. Review the credit agreement, including the credit limit, SECCI (Standard European Consumer Credit Information), and other required legal information.
3. Accept the agreement.
4. The customer is redirected back to the merchant, where the order has been placed successfully.

Subsequent purchases (after the agreement has been established)

What is changing for the 14-Day Invoice in Germany?

To stay outside CCD2, the 14-Day Invoice in Germany must read as the merchant's own payment method, with Riverty in a supporting role. German merchants on the 14-Day Invoice, SME and Enterprise alike, move to a lighter Riverty presence at checkout by 20 November. The product itself is unchanged.

Three elements change at checkout:

- Branding: at payment selection, the method is named “Pay in 14 days” (localised) and Riverty appears only as a small “Powered by” icon, in place of the Riverty logo shown today.
- Consent wording: the wording makes clear that the merchant offers the payment method.
- Terms and conditions: Riverty updates its own terms at redirect, so merchants make no change.

Riverty supplies the high-resolution logo. Merchants integrated through a payment partner receive it via that partner, and merchants with a direct integration receive it from their Riverty account manager.

Without the change, 14-Day Invoice orders take the full CCD2 flow, with extra steps that can lower conversion.

Do I need to update my own checkout, website copy, or terms and conditions?

German merchants on the 14-Day Invoice update the payment method name and logo at their checkout, as described above. Beyond that, Riverty's hosted checkout absorbs the credit agreement, SECCI and APR display automatically, and Riverty updates its own terms at redirect. If your integration renders its own checkout UI instead of using Riverty's hosted pages (an API-based, no-redirect setup), please check with your Riverty contact what applies to you.

What happens to customers who already have a purchase history with me? Do they need to re-verify?

Not usually. For most existing customers in Germany and Austria, verification happens in the background by matching payment details against their history, with no visible step. Riverty is also running proactive verification ahead of the 20 November deadline, so many returning customers will already be verified by the time CCD2 takes effect.

Does a customer's credit limit change from purchase to purchase?

No. Once approved, a customer has one Riverty credit limit that applies across every purchase with Riverty-enabled merchants. It's set once and shared across orders. The limit shown at the credit agreement step is the customer's overall spendable limit, so it will often differ from the order total in front of them.

Some large marketplace integrations run their own separate, product-specific limits, outside this shared pool.

What happens if a customer's basket is larger than their current limit?

Riverty runs an updated creditworthiness check, either in the background or with a light extra verification step depending on the amount and the customer's profile. If approved, the limit is raised to cover the basket and the customer agrees to an amendment of their

existing credit agreement. If not, they're asked to reduce the basket, choose a different payment method, or the order can't proceed via Riverty.

If a customer is rejected and retries right away, does that trigger a new check?

Yes. The check runs again in full against the customer's current profile and the order in front of them, so outcomes can change, but a retry doesn't guarantee approval. In some countries, frequent retries in quick succession can affect the customer's credit standing, so it's worth setting that expectation with customers instead of encouraging an immediate retry.

What does a customer see if they want to withdraw from the agreement after the 14-day window has passed?

They land on a confirmation page where they enter their email address, postcode, and credit agreement number (shown on their original contract and in the agreement email) to confirm the withdrawal. A self-service option through the Riverty app is planned for the future. Customers also need to settle any outstanding invoices tied to that specific agreement before it's closed out.

03 Business Impact & Mitigation

What about the conversion drop for merchants?

In markets where the full CCD2 credit onboarding flow applies, some merchants may see a temporary effect on checkout conversion. We expect the impact to be higher immediately after launch and to decline over time as more consumers complete onboarding and become familiar with comparable credit journeys.

Several mitigation measures are planned before CCD2 takes effect in November:

1. We'll encourage consumers to complete their credit onboarding journey before the effective date, outside checkout and through the Riverty app. Once onboarded, returning consumers should experience little or no additional checkout friction.
2. Given the comparatively low-risk nature of BNPL, simplified KYC due diligence applies. Consumers can be identified through name matching against historical and future payments. Based on our current consumer base, we expect approximately 95% of consumers to be identifiable through historical payment data.
3. For the remaining approximately 5%, we intend to use the available 60-day KYC exemption. This allows the purchase to be accepted first and the identity check completed within 60 days, for example by matching the consumer's subsequent payment.
4. Credit-agreement onboarding will require minimal consumer input. The initial credit limit will be set at a level intended to support the purchase without requiring additional financial information, wherever this is legally possible.
5. Consumers who need a higher limit can request one separately, including outside checkout, and can provide supporting financial information where needed.
6. The credit agreement won't require an electronic signature or a separate consent checkbox. Consent is given through the primary call-to-action on one additional Riverty-hosted screen.

04

Do we have a communication strategy toward consumers?

Consumer Communications

Riverty's pre-CCD2 strategy prioritises proactive identity verification over affordability checks. The goal is to verify as many existing customers as possible before the 20 November deadline, so the transition is seamless for the majority and checkout remains uninterrupted from day one.

Phase 0, before 20 November: verification. The pre-deadline phase focuses on driving identity verification completion before the new rules take effect. Unverified customers receive an awareness communication explaining that a step is needed, followed by a

structured reminder sequence at increasing frequency. Push notifications reinforce the same journey for customers with the app installed. New customers receive a verification prompt as part of their welcome email from day one.

Phase 1, from 20 November: grace period and checkout awareness. From the date the regulation takes effect, customers who haven't yet verified enter a structured grace period during which verification can still be completed. All affected customers receive a dedicated communication explaining that checkout is changing, why it's changing, and what it means for future purchases. Verified customers are informed of the change but aren't asked to take any action. Unverified customers receive a clear call to action alongside the explanation.

Which of my customers will see a visible verification step, and which won't?

It depends on a customer's Level of Assurance, how confident Riverty already is in their identity, which is checked fresh every time a communication goes out:

- Customers already verified through a strong method (their bank login, a national eID scheme) or cleared silently through background matching in Germany and Austria see no ask. They only get an awareness message confirming they're already set.
- Customers not yet verified to a usable level get a prompt to complete one active step.
- A customer who verifies partway through the reminder sequence is automatically moved out of the prompt group and into the awareness-only group. Nothing about a customer's communications is fixed in advance.

How does identity verification actually work for consumers, market by market?

- Netherlands: consumers verify through iDIN, confirming via their own bank login, the same way they'd log in to online banking.
- Belgium: consumers verify through itsme, connected to services they already use for banking and government log-ins.
- Germany: most consumers clear through background payment matching, with no visible step. Where that matching doesn't resolve, Riverty triggers a one-cent bank confirmation transfer, and the customer is told what that transfer is for before they see it on their bank statement.
- Austria: intended to follow the same approach as Germany.

Across all markets, consumers are told that confirming their identity only checks who they are; it doesn't affect their credit score.

05 Due Diligence & Verification

What does due diligence mean, and how do we prove identity?

Due diligence is the work we do to understand a customer and the risk they carry: who they are, where their money comes from, and whether anything looks off. We don't do the same amount for everyone. That would be slow for low-risk customers and too thin for high-risk ones, so we scale the effort to the risk. This is called the risk-based approach. How we treat each customer is decided internally, together with the local authorities.

Is there a value above which extra checks apply?

Yes. Affordability checks (a deeper look at whether a customer can reasonably manage the repayment) apply only above a threshold. Today that threshold is €1,000 in Germany and Austria. Below it, the creditworthiness assessment happens in the background with no customer-facing step.

06 Product & Market Scope

Which products and markets does CCD2 apply to?

Product	Germany	Austria	Netherlands	Belgium
14-Day Invoice	Exempt*	Regulated	Regulated	Regulated
30-Day Invoice	Regulated	Regulated	Regulated	Regulated
Consolidated Invoice	Regulated	Regulated	Regulated	Regulated
Direct Debit	Outside CCD2	Outside CCD2	Outside CCD2	Outside CCD2
Part Payments	Regulated	Regulated	Regulated	Not offered
Flex	Regulated	Not offered	Regulated	Not offered

* Germany: the 14-Day Invoice is exempt when the merchant's brand leads at checkout. See "What is changing for the 14-Day Invoice in Germany?" in section 2.

"Regulated" means the product is treated as consumer credit under CCD2. It doesn't mean merchants need to do anything: Riverty's hosted checkout absorbs the added compliance steps automatically, except where this guide says otherwise.

What about Direct Debit?	Direct Debit at checkout executes immediately, under the standard SEPA rulebook, which keeps it outside CCD2's deferred-payment scope. This falls outside CCD2 in every market. Consolidated Invoice paid by Direct Debit is a separate case and is being assessed on its own.
What about Flex?	Flex is a different case from the other products in this guide. It's already treated as credit today, in the markets where we offer it (Germany and the Netherlands). CCD2 still affects its terms.
What about Switzerland?	Switzerland is outside the EU, so CCD2 doesn't apply there at all. Existing flows remain valid.